

CITY OF SAN LUIS, ARIZONA

MAGISTRATE EMPLOYMENT CONTRACT

This contract (“Contract”) is effective as of San Luis City Council’s Appointment on **May 13, 2026** between the City of San Luis, Arizona, a municipal corporation of the State of Arizona, Administrative Offices at City Hall, 1090 Union Street, San Luis, Arizona (“City”) and Amanda M. Watlington, an individual (“Magistrate”). The City and Magistrate may be referred to individually as the “Party” and collectively as the “Parties.”

RECITALS

- A. A.R.S. § 22-402(A) requires Arizona cities to have a Municipal Court.
- B. San Luis City Code Chapter 2.30 establishes a Magistrate’s Court (also referred to as a Municipal Court) and a Magistrate.
- C. San Luis City Code § 2.30.200 provides that the Magistrate is the Presiding Officer of the Magistrate’s Court.
- D. The City Council desires to secure and retain the services of the Magistrate while providing a means for terminating the Magistrate’s services (1) due to the Magistrate’s inability to discharge the Magistrate’s duties, or (2) the City or Magistrate may otherwise desire to terminate the employment relationship to the extent allowable under Arizona law.
- E. The City requires the services of a person possessing the skills and ability required to preside over the cases brought before the Magistrate’s Court and perform the ministerial duties required to operate the Magistrate’s Court.
- F. The Magistrate, through education and experience, possesses the requisite skills to perform these duties.
- G. Therefore, the City Council desires to engage the services of the Magistrate under the authority of San Luis City Code § 2.30.200 to appoint a Magistrate.

In consideration of the matters described above and of the mutual benefits and obligations in this Contract, the sufficiency of which the Parties expressly acknowledged, the City and the Magistrate agree as follows:

SECTION I: Term and Nature of Employment

The City employs, engages, and appoints Amanda Watlington to serve as City Magistrate pursuant to this Contract for a term of two (2) years, May 13, 2026 through May 12, 2028 (“Contract

Period”). Amanda Watlington accepts and agrees to such employment, engagement and appointment under the terms of this Contract.

SECTION II: Duties and Nature of Employment

- A. During the Contract Period, the Magistrate shall perform the duties of the office as provided by law, including but not limited to Chapter 2.30 of Title 2 of the City Code and Chapter 4 of Title 22 of the Arizona Revised Statutes.
- B. This employment is for a neutral, objective judicial officer, and the employment is not subject to the will of the City Council, nor the City Manager. However, it is a position that may be subject to discipline or removal in the event of judicial misconduct.
- C. The Magistrate agrees to cooperate with the City Manager in reviewing and implementing such procedures as they agree on regarding administrative court funds, court staffing, and related expenses of the Magistrate Court.

SECTION III: Place of Employment

The Magistrate shall render the duties required under this Contract at the San Luis Magistrate Court, also referred to as the San Luis Municipal Court, currently located at 767 North William Brooks Avenue, San Luis, Arizona, and such other place or places as the City shall in good faith require.

SECTION IV: Compensation & Benefits

- A. Salary:
 - 1. The Magistrate’s gross salary shall be an annual base salary of \$117,998.40 payable biweekly.
 - 2. The Magistrate will receive a 5% increase at the beginning of year two of the Contract. Effective May 13, 2027, the Magistrate’s salary will be increased to \$123,898.32.
 - 3. If during year two of the contract, starting on May 13, 2027, the City increases the salaries of classified service employees in the same pay grade as the Magistrate by more than 5%, the Magistrate’s salary will be adjusted by the percentage that exceeds the 5% the Magistrate receives. Such adjustment would take effect on the same date as the classified service salary increase, if any.

B. Benefits:

In addition to the Base Compensation, the City Magistrate shall be entitled to all other employment benefits provided for employees of the City in the classified service, including, but not limited to:

1. Health benefits (medical, dental, vision),
2. Participation in the Arizona Public Safety Personnel Retirement System, and
3. Leave Benefits and Accrual of Leave.
 - Notwithstanding the provisions of the Personnel Policies, the Magistrate shall accrue vacation and sick leave at the same rate as other full-time employees per year.
 - The Magistrate shall not lose any vacation or sick leave she accrued prior to May 13, 2026, by virtue of being a contracted employee under this Contract.
 - The Magistrate is eligible for any vacation buyback policy available to the classified service.

C. Personal Time Off:

The City Council recognizes that the Magistrate must devote the time necessary to her duties involving both regular office hours and time outside these hours. Personal time off should be in line with this premise and rests in the Magistrate's discretion under the approval of the City Manager.

D. Indemnification:

The City agrees to defend, save harmless, and indemnify the Magistrate against any tort, professional liability claim or demand, or other civil legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of her duties as Magistrate for the City, even if the said claim has been made following his termination from employment, provided that the Magistrate acted within the scope of her duties. The City has the sole authority to compromise and settle any such claim or suit. The City will pay the amount of any settlement or litigation costs, incidental expenses, and judgments rendered thereon without recourse to the Magistrate personally.

SECTION V: Facilities, Supplies and Assistance

The City shall furnish the Magistrate, at the City's expense, with a Magistrate Court. The City shall provide, at the City's expense, such Court personnel, supplies, equipment, and materials necessary to fulfill the Court's constitutional and statutory duties. Nevertheless, the Magistrate agrees to comply with any budgeting and finance procedures established by the City and cooperate with the

City Manager in reviewing and implementing such procedures as they agree on regarding the budget, staffing, and related administrative expenses of the Magistrate Court.

SECTION VI: Termination of Employment

This Contract is contingent upon Magistrate's continued acceptability by the Arizona Supreme Court and any other regulatory body that governs magistrate courts in the state of Arizona. In the event the Magistrate is unacceptable at any time for any reason(s) by the Arizona Supreme Court, this Contract is null and void. Magistrate agrees to advise the Mayor or City Manager immediately should Magistrate receive any judicial conduct complaint, or should Magistrate become aware of any other matter that could result in not being able to fulfill her duties as the City Magistrate. The Magistrate agrees to give immediate notice to the Mayor and the City Manager should the Magistrate receive any judicial conduct complaint or become the subject of any proceedings before the Commission on Judicial Conduct or any State Bar discipline during the Contract Period

A. Resignation:

The Magistrate may resign from her employment at any time upon giving at least thirty (30) days' written notice to the City Manager, Mayor, and City Council, unless the Parties otherwise agree in writing upon a different period. In the event of resignation, the Magistrate shall not be entitled to severance pay under this Section but shall be entitled to pay out of accumulated vacation leave under Section VIII, Subsection C.

B. Termination of the Contract:

Other than termination for misconduct as described in Section VIII, Subsection B, to the extent permitted by law, the City Council may terminate this Contract at any time upon the giving of at least thirty (30) days' written notice to the Magistrate unless the Parties agree in writing upon a different notice period. However, if the City terminates this Contract under the provisions of Section VIII, Subsection B, before May 12, 2028, then, the Magistrate shall be entitled to the following pay and benefits:

1. **Unpaid Salary and Benefits.** All earned but unpaid salary, and any other earned benefits required to be paid pursuant to this Contract and the Personnel Policies, shall be paid to the Magistrate.
2. **Severance Pay.** Upon termination by the City pursuant to Section V Subsection B (in addition to the sum calculated under Section V, Subsection D), the Magistrate shall be entitled to severance pay equal to three (3) months' salary based upon the rate of salary as of the date of termination.
3. **Reduction; Non-Compliance.** It shall be deemed termination without cause if, at any time during the term of this Contract, the Employer (i) reduces the

Employee's salary or other financial benefits in a greater percentage than an applicable across-the-board reduction for all unclassified City of San Luis employees or (ii) refuses to comply with a material term of this Contract within 30 days after written notice from the Employee.

4. **Termination for Misconduct.** The Magistrate shall not be entitled to thirty (30) days' notice nor severance pay under this Section if the City terminates the Magistrate because the Magistrate materially breached any provision of this Contract or for an act of fraud, deception, misrepresentation, or active concealment of material facts, or any of the following:
 - a. Intentional nonperformance or dereliction of the Magistrate's duties as detailed by this Contract,
 - b. Judicial misconduct in violation of the Arizona Code of Judicial Conduct as adopted by the Supreme Court of Arizona,
 - c. Felony conviction,
 - d. Class one misdemeanor conviction,
 - e. Conviction of a crime of moral turpitude.

City Council reserves the right to suspend any severance payment pursuant to this subsection while the charges or investigation for the above-listed acts are pending. For termination for misconduct, the Magistrate shall be entitled to pay out under Section VII, Subsection C.

C. Pay Out Accumulated Vacation Leave:

Upon termination, in addition to any other rights to compensation or benefits that the Magistrate may have under this Contract or law, the Magistrate shall be paid his accumulated vacation leave time calculated at a rate equivalent to his salary as of the date of termination.

SECTION VII: Waiver or Modification

It is agreed that no waiver or modification of this Contract or any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the Party to be charged with it. It is agreed that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the Parties arising out of or affecting this Contract or the rights or obligations of any Party under it unless such waiver or modification is in writing, duly executed as above. The Parties agree that this paragraph's provisions may not be waived except by a duly executed writing.

SECTION VIII: Severability

The invalidity of any portion of this Contract will not and shall not be deemed to affect the validity of any other provision. If any provision of this Contract is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if both Parties had executed them subsequent to the expungement of the invalid provision.

SECTION IX: Applicable Law

A. Governing Law

1. This Contract and the employment of the Magistrate under the Contract shall be subject to all applicable provisions of the San Luis City Code, Arizona law, including but not limited to the rules and regulations of the Arizona Supreme Court, Administrative Office of the Courts, and to all amendments to such laws, rules, and regulations.

The Parties agree that it is their intention and covenant that this Contract and performance under it and all suits and special proceedings relating to it be construed in accordance with and under and pursuant to the laws of the State of Arizona and that in any action, particular proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Contract, the laws of the State of Arizona shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or particular proceeding may be instituted.

B. Alternate Dispute Resolution

If the City adopts as a policy a program of settling employment claims or suits by binding arbitration and adopts a form of Contract for new employees to sign during this Contract, then the Magistrate agrees to sign the said agreement and be bound by the same.

C. Conflict Statute

This Contract shall be subject to cancellation for conflict provisions of A.R.S. § 38-511.

SECTION X: Entire Agreement

This written Contract contains the sole and entire agreement between the Parties. It shall supersede any and all other agreements between the Parties. The Parties acknowledge and agree that neither of them has made any representation concerning the subject matter of this Contract nor any representations inducing its execution and delivery except such representations as are specifically

set forth in this writing. The Parties acknowledge that they have relied on their own judgment in entering into the same. The Parties further acknowledge that any statements or representations that either may have made to the other are void and of no effect. Neither Party has relied on such statements or representations in connection with its dealings with the other.

SECTION XI: Headings

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract. The titles of sections and subsections of this Contract are solely for the convenience of the Parties. The titles shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Contract.

[Intentionally left blank. Signature page follows.]

In witness whereof, the City of San Luis, Arizona, has caused this Contract to be signed and executed on its behalf by the Mayor and duly attested to by its Clerk, and Amanda Watlington, City Magistrate, has signed and executed this Contract on this _____ Day of May, 2026.

Amanda Watlington, City Magistrate

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

(Seal)

APPROVED AS TO FORM:

Joseph D. Estes, City Attorney