

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 25th day of July, 2018 by and between the City of Santa Fe, hereinafter referred to as the “City,” and Erik Litzenberg, hereinafter referred to as the “Contract Employee.”

1. SCOPE OF WORK.

A. The Mayor, subject to Governing Body consent, desires to employ the Contract Employee as City Manager. The Contract Employee shall perform professional services, as more specifically provided for in Article VIII, Section 8.03 of the City of Santa Fe Municipal Charter, Section 2-4.1 through 2-4.13 SFCC 1987, and other applicable laws concerning the duties and responsibilities of the City Manager.

B. The City Manager shall perform to the satisfaction of the Mayor all such other legally permissible and proper duties and functions as the Mayor and Governing Body may direct, assign or request of the City Manager.

2. COMPENSATION.

Compensation to the Contract Employee shall be as follows:

A. A salary of One Hundred Fifty-Five Thousand Dollars (\$155,000.00), effective July 16, 2018, for Fiscal Year 2018–2019.

B. A salary of One Hundred Seventy Thousand Dollars (\$170,000.00), effective July 1, 2019, for Fiscal Year 2019–2020.

C. Subject to a satisfactory job performance determined with reference to performance factors agreed upon by the Mayor and the Contract Employee, the base salary shall

be reviewed annually at the beginning of each fiscal year starting at the beginning of Fiscal Year 2020–2021.

3. TERM.

This Agreement shall terminate with the Mayor's term as determined by the then-current ordinance determining the end of the Mayoral term.

4. SEPARATION

A. Upon expiration of this Agreement, or if the Mayor terminates the Contract Employee's employment pursuant to Article VIII, Section 8.04(A) of the Municipal Charter, or if the Governing Body terminates the Contract Employee's employment pursuant to Article VIII, Section 8.04(B) of the Municipal Charter, or if the Contract Employee resigns at the request of the Mayor, the Contract Employee at the time that his employment is terminated or he resigns shall be permitted to revert back to a position at the City of Santa Fe Fire Department for at least two pay periods, at a salary of no less than his previous salary as Fire Chief.

B. If the Mayor terminates the Contract Employee's employment pursuant to Article VIII, Section 8.04(A) of the Municipal Charter, or if the Governing Body terminates the Contract Employee's employment pursuant to Article VIII, Section 8.04(B) of the Municipal Charter, or if the Contract Employee resigns at the request of the Mayor, the Contract Employee shall be provided with a lump sum payment equal to three (3) months' salary, less applicable withholding taxes and other standard deductions. Said three (3) months' salary shall be paid on the date of termination of employment. This paragraph shall apply only to contracts for a Mayoral term, and shall not apply to extensions of this contract for a period of less than one year.

C. If the Contract Employee terminates employment voluntarily, the Contract Employee shall consult with the Mayor so as to develop a reasonable departure schedule and the Contract Employee shall not be entitled to severance pay under paragraph 4(B) above.

D. If the Contract Employee is involuntarily terminated because of an indictment or conviction of an illegal act involving moral turpitude, malfeasance, corruption or dishonesty, the City shall be relieved of any obligations imposed under paragraph 4(B) above.

5. BENEFITS.

A. As City Manager, the Contract Employee shall be entitled to participate in any and all benefits provided to exempt employees and their dependents and shall be considered a public employee for purposes of the New Mexico Tort Claims Act.

B. As City Manager, the Contract Employee shall accumulate accrued annual leave, sick leave, and all other benefits at the same rate as other City exempt employees based on years of service. Such leave and benefits may be used for any purpose provided in the City of Santa Fe Personnel Rules and Regulations, as they may be amended from time to time unless otherwise amended by this contract. Pay out of any accrued leave upon termination from City employment or retirement shall be the same as that provided for in the City of Santa Fe Personnel Rules and Regulations for exempt employees as are in effect at time of execution of this document.

C. The leave accrued by the Contract Employee during his tenure with the Santa Fe Fire Department (8 Personal Day, 1,792.12 Sick All, and 987.7 Vacation All as of the signing of this Agreement) shall transfer with the Contract Employee to his position as City Manager and shall be available for use by the Contract Employee during his employment as City Manager.

D. The Contract Employee may use the leave accrued pursuant to paragraphs 5(B) and 5(C) to take time off to complete obligations in two educational programs in which he currently is

enrolled. The Contract Employee shall be permitted to use his accrued leave to take two (2) one-week (1-week) periods, and two (2) two-week (2-week) periods, of time off over a single six-month (6-month) period for this purpose. The Contract Employee shall consult with the Mayor so as to develop a reasonable schedule for these periods of leave.

6. MISCELLANEOUS.

A. It is in the best interest of the Contract Employee and the City to continue the Contract Employee's professional growth and development. The City, therefore, agrees to pay the Contract Employee's professional dues and subscriptions to national, regional, state and local associations and attendance of relevant seminars workshops and conferences related to the Contract Employee's duties hereunder and to his prior role as the Fire Chief, including but not limited to the costs of maintaining the Contract Employee's membership in the Wild Land Fire Policy Committee, the Wild Land Fire Leadership Council, and the International Association of Fire Chiefs.

B. The City agrees to make reasonable arrangements regarding the provision of phone, computer, and other tools necessary for the Contract Employee to execute the duties required of the City Manager.

7. APPROPRIATIONS.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contract Employee. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contract Employee and shall be final.

8. ENTIRETY OF AGREEMENT.

This Agreement incorporates all the agreements, covenants, and understandings, oral or written, between the parties in respect to the subject matter covered herein.

9. AMENDMENT.

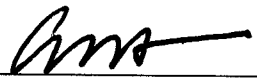
This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

10. APPLICABLE LAW.

This Agreement shall be governed by the laws of the State of New Mexico.

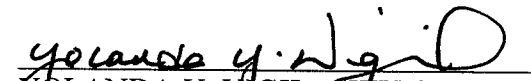
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SANTA FE:




ALAN WEBBER, MAYOR

ATTEST:



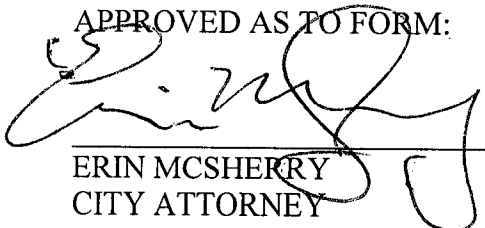
YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 7/25/18

CONTRACT EMPLOYEE:



ERIK LITZENBERG, CITY MANAGER

APPROVED AS TO FORM:



ERIN MCSHERRY
CITY ATTORNEY



MARY MCCOY
FINANCE DIRECTOR