



## CITY OF SANTA FE

### PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** made and entered into as of the 25th day of June, 2014 by and between the City of Santa Fe, hereinafter referred to as the "City," and Kelley A. Brennan, hereinafter referred to as the "Contract Employee."

#### 1. SCOPE OF WORK.

A. The City desires to employ the Contract Employee as City Attorney. The Contract Employee shall perform professional services, as more specifically provided for in Section 2-5 SFCC 1987 and other applicable laws concerning the duties and responsibilities of the City Attorney.

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

#### 2. COMPENSATION.

Compensation to the Contract Employee shall be as follows:

A. A salary of One Hundred Eighteen Thousand Three Hundred Twenty Five and 00/100 Dollars (\$118,325.00) per annum, effective June 15, 2014.

B. Subject to a satisfactory job performance determined with reference to performance factors agreed upon by the Mayor and City Manager and the Contract Employee and approved by the Mayor, the base salary shall be reviewed annually at the beginning of each fiscal year.

#### 3. TERM.

This Agreement shall terminate with the Mayor's term on March 12, 2018.

**4. SEPARATION**

A. Upon the Mayor's initiative, if the Governing Body determines at a regularly scheduled meeting that the Contract Employee's job performance is unsatisfactory and a majority of all the members vote to dismiss the Contract Employee, 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.

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

**5. BENEFITS.**

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

B. As City Attorney, 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. Pay out of any accrued leave upon termination 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.

**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, costs relating to continuing legal education requirements and subscriptions to national, regional, state and local associations, including, without limitation, attendance at seminars, workshops and conferences related to her duties hereunder.

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 Attorney.

**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:

\_\_\_\_\_  
JAVIER M. GONZALES,  
MAYOR

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

CONTRACT EMPLOYEE:

\_\_\_\_\_  
KELLEY A. BRENNAN

APPROVED AS TO FORM:

  
\_\_\_\_\_  
R. ALFRED WALKER  
ASSISTANT CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
MARCOS A. TAPIA  
FINANCE DIRECTOR