



**CITY MANAGER
EMPLOYMENT AGREEMENT
2008**

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CITY MANAGER EMPLOYMENT AGREEMENT

THIS Agreement is made and entered into this 18 day of August, 2008 by and between the **City of Las Cruces**, a New Mexico home-rule municipality ("Employer"), and **Terrence R. Moore** ("Employee").

Recitals

A. Employee is an individual who has education, training and experience in local government management.

B. Employee is a member of the International City/County Management Association ("ICMA") and is subject to the ICMA Code of Ethics.

It is mutually agreed as follows:

Section 1: Term

This Agreement shall remain in full force and effect from August 18, 2008 through August 22, 2011 unless terminated by the Employer or Employee as provided in Section 9, 10 or 11 of this Agreement.

Section 2: Duties and Authority

Employer hereby employs Employee as City Manager to perform the functions and duties specified in the Employer's Charter, Ordinances, and Personnel Manual and to perform other legally permissible and proper duties and functions as delegated by the City Council.

Section 3: Compensation

A. Base Salary: Employer shall pay Employee an annual base salary of \$136,500.00 payable in installments at the same time that the other employees of the Employer are paid.

B. The Employer may increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement. Increased compensation may be in the form of a salary increase and/or a bonus.

C. Consideration shall be given by the Employer on an annual basis to increase Employee's compensation.

Section 4: Health, Disability and Life Insurance Benefits

A. The Employee shall be eligible for and receive all benefits normally provided to other non-represented employees. Said benefits shall be provided for in the same manner as made available to other employees. The Employee is not entitled to any annual increases in pay that may be granted to any other employee, whether said employee is or is not subject to collective bargaining agreements.

B. The Employee shall submit once per calendar year to a complete physical examination, including a cardiovascular examination, by a qualified physician selected by the Employer, the cost of which shall be paid by the Employer.

Section 5: Annual, Sick, Personal, Jury, Bereavement and Military Leave

A. Upon commencing employment, the Employee shall be credited with one day of personal leave, 12 days of sick leave and 20 days of annual leave equal to the highest annual accrual provided to all other employees. One year thereafter, the Employee shall then accrue personal, sick and annual leave at the same level and bi-weekly rate as the highest rate provided to any other regular employee.

B. The Employee shall at least once during each year of this Agreement take a two-week consecutive vacation.

C. The Employee is entitled to accrue all unused leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued annual time.

D. The Employee shall be entitled to jury and bereavement leave as provided to any other regular employee.

E. The Employee shall be entitled to military reserve leave time pursuant to state law and Employer's policy.

Section 6: Monthly Vehicle Allowance

The Employer shall pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the total sum of \$6,000 per year, payable in bi-weekly installments as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

Section 7: Retirement

A. The Employer shall enroll the Employee into the Public Employees Retirement Association ("PERA") and make all the appropriate contributions on the Employee's behalf as provided for in Employer's resolution concerning contributions to PERA for non-represented employees.

B. In addition to the Employer's payment to the PERA referenced above, the Employer shall execute all necessary agreements provided by the ICMA Retirement Corporation for Employee's participation in said supplementary retirement plan. Employer shall pay an amount equal to 9% of Employee's base salary to the ICMA Retirement Corporation on the Employee's behalf on a bi-weekly basis.

Section 8: General Business Expenses

A. Employer shall budget for and pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer shall budget for and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer shall also budget for and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and shall reimburse or pay said general expenses. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

Section 9: Termination

For the purpose of this Agreement, termination shall occur when:

A. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.

B. If the Employer, citizens or legislature act to amend any provisions to Employer's Charter and Personnel Manual pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

C. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.

D. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.

E. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

Section 10: Severance

A. If the Employee is terminated prior to the expiration of this Agreement, the Employer shall provide a minimum severance payment equal to the remaining balance of this Agreement. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee.

B. If the Employee is terminated because of a conviction of a felony, misdemeanor, or Employer's work rule violation then the Employer is not obligated to pay severance under this Section.

C. If the Employee voluntarily resigns or terminates employment, the Employer is not obligated to pay severance under this Section.

Section 11: Resignation

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 30 days notice unless the parties agree otherwise.

Section 12: Performance Evaluation

Employer shall review the performance of the Employee once annually commencing August 17, 2009 and thereafter subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation in closed meeting(s), and (3) present a written summary of the evaluation. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting. The evaluation is not considered a public document pursuant to LCMC 1997, Section 22-211(5).

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or a conflict of interest with his responsibilities under this Agreement with prior approval of the City Council.

Section 15: Litigation Expenses

Employer shall pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer shall pay Employee's reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 16: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 17: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, may fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Employer's Charter or state law.

Section 18: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: City of Las Cruces Mayor and City Council with a copy to
The City Attorney
P.O. Box 20000
Las Cruces, New Mexico 88004

EMPLOYEE: Terrence R. Moore, City Manager
P.O. Box 20000
Las Cruces, New Mexico 88004

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19: General Provisions

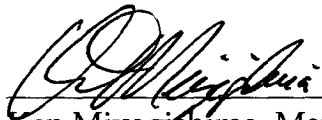
A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of this Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

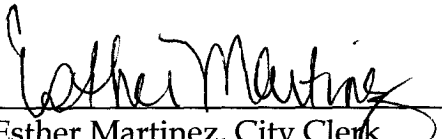
C. Effective Date. This Agreement shall become effective on August 18, 2008.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

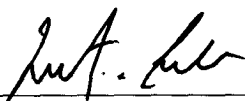
CITY OF LAS CRUCES

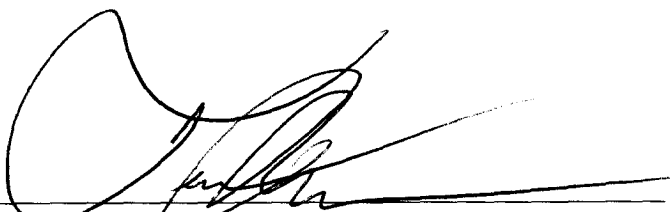
By: 
Ken Miyagishima, Mayor

ATTEST:


Esther Martinez, City Clerk

Approved as to Form:


Fermin A. Rubio, City Attorney


Terrence R. Moore