

## CONTRACT APPOINTING AND EMPLOYING ACTING CITY MANAGER

This Contract Appointing and Employing Acting City Manager (“Contract”), effective this 20th day of July, 2016, is between the City of Littleton, Colorado, a Colorado home rule municipality, acting through its City Council (the “City” or the “Council”) and Mark Relph (“Relph”).

WHEREAS, Relph is currently employed as the Public Works Director for the City, pursuant to a contract with the City dated April 14, 2015 (the “PW Contract”); and

WHEREAS, pursuant to Section 49 of the City Charter, the position of City Manager is appointed and the City Manager is employed by the Council; and

WHEREAS, the position of the City Manager in the City is currently vacant; and

WHEREAS, pursuant to Section 50 of the City Charter, in the event the position of City Manager shall become vacant, the City Council may appoint an Acting City Manager for not more than one year; and

WHEREAS, the Council desires to appoint and employ Relph as the Acting City Manager, pursuant to the terms of this Contract; and

WHEREAS, Relph desires to accept the appointment and employment as Acting City Manager, pursuant to the terms of this Contract.

NOW, THEREFORE, in consideration for the mutual promises and obligations made herein, the parties agree as follows:

1. The Council appoints and employs Relph as the Acting City Manager for the City. Until such appointment is terminated as provided herein, Relph shall have all powers, duties and responsibilities as set forth in Section 52 of the City Charter.
2. The term of the Contract shall not exceed one (1) year. Either the Council or Relph may terminate the Contract sooner than one (1) year, upon provision of written notice of such termination delivered to the other party.
3. During the term of the Contract Relph shall be paid an annual salary of \$158,000. Relph shall additionally receive a vehicle allowance of \$200 per month. In all other respects, to the extent not inconsistent with the provisions herein, all terms, conditions and obligations of Relph’s employment as Acting City Manager shall be governed by the PW Contract.
4. At the termination of this Contract for any reason by any party, Relph shall have the sole and absolute discretion to resume his role as Public Works Director for the City, and continue to be employed by the City under the provisions of the PW Contract; provided that at whatever time Relph may return to the position of Public Works Director, he shall be

compensated at an annual salary equal to five percent (5%) more than the annual salary he was receiving as of the effective date of this Contract.

IN WITNESS WHEREOF, the parties have entered into this Contract, effective as of the date and year above written.

CITY OF LITTLETON

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Bruce O. Beckman  
MAYOR

APPROVED AS TO FORM

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City Attorney

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Mark Relph