

**SUBJECT: APPROVAL OF SECOND AMENDMENT TO EMPLOYMENT
AGREEMENT FOR INTERIM CITY MANAGER**

DATE: FEBRUARY 18, 2025

PRESENTED BY: KATHLEEN KELLY, CITY ATTORNEY

SUMMARY:

At the special city council meeting held on February 11, 2025, the City Council approved an employment agreement with Diana Langley to serve as the City's City Manager. Ms. Langley's first day of employment with the City will be March 31, 2025.

The attached Second Amendment to Employment Agreement for Interim City Manager provides that, as of March 31, 2025, Samma Fox will be restored to the Deputy City Manager position, but will continue to receive the increased salary and benefits under the Interim City Manager agreement until May 3, 2025, which is the last day of the second full pay period following Ms. Langley's start date. This increased compensation and benefits recognizes the additional work Ms. Fox will be performing while transitioning current projects of the City Manager's Office to Ms. Langley and generally assisting Ms. Langley.

With the pay period beginning May 4, 2025, Ms. Fox's salary will be adjusted to reflect a 5% increase from what her salary was as Deputy City Manager at the time the Interim City Manager agreement was executed in July 2024. (Ms. Fox was eligible for an annual salary adjustment during the time she served as Interim City Manager). Her retirement and leave balances will also be adjusted to reflect time accrued and used while she served as Interim City Manager.

FISCAL IMPACT:

Ms. Fox will continue to receive increased compensation and benefits for just over a month after Ms. Langley joins the City, in recognition of Ms. Fox's work assisting Ms. Langley's transition to the role.

RECOMMENDATION:

City Council approve the Second Amendment to Employment Agreement for Interim City Manger

ATTACHMENT(S):

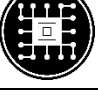
1. Second Amendment to Employment Agreement for Interim City Manager

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STRATEGIC PLAN IMPACT:

☒	 Financial Stewardship & Asset Management	☒	 Reliable Core Services
☐	 Vibrant Economic Climate	☐	 Quality Programs & Amenities
☐	 Engaged Community	☒	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT FOR INTERIM CITY MANAGER

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT FOR INTERIM CITY MANAGER ("Second Amendment") is made effective as of the 11th day of February, 2025, by and between the City of Louisville, a Colorado home rule municipal corporation, hereinafter known as "CITY", and Samma L. Fox, hereinafter known as "INTERIM CITY MANAGER" or "MS. FOX."

WHEREAS, by that Employment Agreement for Interim City Manager between the City and Ms. Fox dated July 16, 2024, which was amended by that First Amendment to Employment Agreement for Interim City Manager dated September 17, 2024 (as amended, the "Agreement"), the City employed the services of Samma L. Fox as Interim City Manager of the City of Louisville, Colorado; and

WHEREAS, the Agreement contemplates that Fox will serve as Interim City Manager until the City Council selects a candidate to fill the position of City Manager, at which time Ms. Fox shall be restored to her former position as Deputy City Manager; and

WHEREAS, the City has selected Diana Langley to fill the position of City Manager and entered into an employment agreement with Ms. Langley, which provides Ms. Langley's first day of employment will be March 31, 2025; and

WHEREAS, the City and Ms. Fox desire to amend the Employment Agreement for Interim City Manager to provide for a transition period following Ms. Langley's first day of employment as City Manager, during which time Ms. Fox will continue to receive the increased compensation and benefits set forth in the Agreement.

NOW THEREFORE, in consideration of the following mutual covenants and conditions the parties agree as follows:

Section 1. Section 2 of the Agreement is revised to read as follows (words to be deleted ~~stricken~~; words to be added underlined):

2. Term. The Interim City Manager is an employee at will. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council of the City to terminate the services of the Interim City Manager at any time, subject to the provisions set forth

in Section 4 herein. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of the Interim City Manager to resign at any time from her position upon thirty (30) days prior written notice, unless the City designates a shorter period, subject only to the provisions as set forth in Section 4 herein. Fox's first day of employment as Interim City Manager was July 16, 2024. The term of this Agreement shall begin on the effective date and shall terminate ~~no later than midnight on May 3, 2025, such date being the last day of the second full pay period following February 28~~ March 30, 2025 ("Expiration Date"); ~~provided, however, that this Agreement may be terminated prior to said Expiration Date in accordance with this Agreement, and provided further the Interim City Manager agrees the City Council may extend this Agreement for not more than three (3) thirty day (30 day) periods under the same terms and conditions by providing written notice of the same to the Interim City Manager ("Extended Expiration Date").~~ Under no circumstances shall this Agreement be effective after the Extended Expiration Date unless the parties agree in writing to extend this Agreement under terms and conditions mutually satisfactory to the parties. Beginning March 31, 2025, Fox shall be restored as Deputy City Manager, subject to the increased compensation and benefits provided by this Agreement until the Expiration Date to recognize a period of transition during which Fox will be assisting the City's new City Manager assume the responsibilities of the role. Following the Expiration Date, Fox's compensation as Deputy City Manager shall be adjusted as set forth in Section 4 of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the dates set forth adjacent to their respective signatures, intending the same to be effective as of the 11th day of February, 2025; the parties agree that electronic signatures are sufficient and binding for this Agreement.

CITY OF LOUISVILLE

By: _____
Christopher M. Leh, Mayor

Date: _____

ATTEST:

Meredyth Muth, City Clerk

INTERIM CITY MANAGER

Samma L. Fox

Date: _____