

CITY OF SANTA FE CITY
ATTORNEY EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into as of the date of the last signature by and between the City of Santa Fe, hereinafter referred to as the "City," and Marcos D. Martínez, 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 the Santa Fe City Code Section 2-5 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 Governing Body may direct, assign or request of the City Attorney.

2. COMPENSATION.

Compensation to the Contract Employee shall be as follows:

A. A salary of \$84.1347/hour, effective March 28, 2026.

B. Subject to a satisfactory job performance determined with reference to performance factors agreed upon by the Mayor, the Contract Employee shall receive cost of living increases (COLA) commensurate with the remainder of the City's workforce.

3. TERM.

This Agreement shall terminate with the Mayor's term on December 31, 2029.

4. SEPARATION

A. Upon expiration of this agreement or if the Governing Body decides to terminate the Contract Employee pursuant to the Municipal Charter, or if the Contract Employee resigns at the request of the Mayor, the Contract Employee shall be permitted to exercise the option of (1) reverting back to his prior position and commensurate salary as Senior Assistant City Attorney of no less than \$68.03/hour; or (2) accepting a different position and salary as offered by the City Attorney, provided that, at such time as the Contract Employee's salary is equals or exceeds that rate, the rights set out in this paragraph 4.A. shall terminate.

B. If the Contract Employee terminates employment voluntarily, the Contract Employee shall consult with the Mayor and the City Council to develop a reasonable departure schedule and the Contract Employee shall not be entitled to the right set out in paragraph 4.A. 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 paragraphs 4.A.

5. BENEFITS.

A. As City Attorney, the Contract Employee shall be entitled to participate in any and all benefits provided to exempt employees and their dependents.

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, including licensure renewal fees for his law license and bar admission and subscriptions to national, regional, state and local associations, including, without limitation, his membership in the International Municipal Lawyers Association, and for attendance at seminars, workshops and conferences related to his 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:



MICHAEL GARCIA, MAYOR:

ATTEST:



GERALYN CARDENAS, INTERIM CLERK *GCW*

GB MTG 03/25/26

CONTRACT EMPLOYEE:



Marcos Martínez (Mar 20, 2026 13:54:18 MDT)

MARCOS MARTÍNEZ, CITY ATTORNEY

APPROVED AS TO FORM:



Christopher W. Ryan (Mar 20, 2026 14:02:40 MDT)

CHRISTOPHER RYAN, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Andrea Phillips (Mar 20, 2026 16:03:56 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

Signature: 

Email: xivigil@santafenm.gov












26-0119 Marcos D. Martinez

Final Audit Report

2026-03-31

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