

## **TEMPORARY EMPLOYMENT AGREEMENT**

This TEMPORARY EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the INCORPORATED COUNTY OF LOS ALAMOS (“Employer” or “County”) and WENDY SERVEY (“Employee”); (Employee and Employer collectively being referred to as the “Parties”) to be effective for all purposes on May 7, 2025.

### **Section 1. Duties, Responsibilities, and Term of Agreement**

Employee shall temporarily serve and perform the duties of the Fire Chief upon the terms and conditions of this Agreement. As such she shall be responsible for fulfilling all the duties and responsibilities contained in the Los Alamos County Job Description and Classification for the Fire Chief attached as Exhibit A to this Agreement except for the residency requirement.

This Agreement shall terminate on May 6, 2026, upon the employment of a new Fire Chief provided there may be some overlap of the employment of the new Fire Chief and the Employee’s position at the discretion of the County Manager, or the termination of this Agreement as provided herein.

### **Section 2. Supervision and Performance Goals**

Employee shall be under the general supervision of the County Manager. The County Manager, within thirty (30) days of the effective date of this Agreement, shall meet with the Employee and define Employee’s goals and performance objectives.

### **Section 3. Compensation, Leave and Benefits**

Employee shall, commencing May 7, 2025, be paid an annual base salary of TWO HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED SEVENTY-FOUR AND 10/100 DOLLARS (\$221,574.10), payable in the same installments as other County employees. The salary payments shall be subject to taxes and any other withholding authorized by Employee or required by law. Employee shall be an employee of Employer and is entitled to all benefits, at her option, as are available to other employees of Employer, as well as the benefits specified herein, but this shall not entitle Employee to duplication of any benefit.

Employee shall continue accruing annual leave and sick leave at the rate of accrual awarded to employees of equal tenure as stated in the Employer’s Personnel Rules and Regulations. Employee shall continue to accrue compensatory time.

Employer shall provide health, vision, dental and comprehensive medical insurance and other benefits for Employee and her dependents equal to and to the extent that such benefits are provided to all other employees of Employer. Employer and Employee shall share payment of all premiums for Employee and Employee’s dependents in the same proportion premiums are shared between Employer and other employees.

Employee shall continue to be eligible for all other benefits not specifically stated in this Agreement which are afforded to other full-time County employees. If applicable, Employer agrees that the payment of all benefits shall be made to Employee or her heirs according to the provisions of existing

plan documents or benefit contracts in effect for all other full time County employees.

Employee shall be entitled to the use of an Employer-furnished vehicle in accordance with Employer's policies or if Employee's personal vehicle is used for business use, Employee shall be entitled to mileage reimbursement in accordance with Employer's Travel Rules and Regulations.

#### **Section 4. Retirement**

Employee is eligible to participate in Employer's retirement and pension plans, including the Public Employee Retirement Association ("PERA") plan. Employer shall pay contributions into such plans on Employee's behalf, in accordance with the provisions of the plans and the policies of Employer.

The ownership of all contributions made by the Employee to any of the Employer's retirement or pension plans shall immediately vest in Employee subject to the rules and regulations of each plan.

#### **Section 5. Termination of Agreement**

The Parties may mutually terminate this Agreement in writing at any time and on any terms as they shall agree.

Employee may terminate this Agreement at any time by providing at least thirty (30) calendar days' notice, in writing to the County Manager.

The County Manager may terminate this Agreement unilaterally, without cause, at any time and for any reason. Such termination must be approved by a majority of the County Council ("Council"). The date of termination shall be the date of the vote of Council, or such date set by Council, whichever is later.

Death of Employee shall terminate this Agreement. The date of termination is the date of Employee's death. Upon the death of Employee, her estate and/or beneficiaries shall be entitled to all benefits accrued and payments due to an employee of Employer as well as Employee's base salary (subject to all federal and state income tax withholding and all withholding required by law or authorized by Employee), retirement and pension plan contributions and benefits earned through date of death, but this Agreement shall not require Employer to pay any additional sums and no other obligation to Employee, her heirs, representatives or assigns is created by this Agreement. This paragraph is not intended, and shall not be construed, to limit Employer's liability, if any, under the New Mexico Workers' Compensation Act.

If Employee is incapacitated for more than thirty (30) calendar days and she cannot fulfill her responsibilities hereunder, Employer may terminate this agreement. This paragraph is not intended, and shall not be construed, to limit Employer's responsibility and liability, if any, under the New Mexico Workers' Compensation Act or American with Disabilities Act.

For purposes of determining incapacitation, Employee shall be incapacitated so that she cannot fulfill her responsibilities hereunder if she (1) has been declared legally incompetent by a Final Court Decree (the date of such decree being deemed to be that date on which the disability occurred), (2) has received disability insurance benefits from any disability income insurance policy maintained by

the Employer for a period of three consecutive months (the date of disability being deemed to be that date on which the third consecutive payment is received), or (3) has been found by a licensed New Mexico physician to be disabled pursuant to a Disability Determination. A "Disability Determination" means a finding that Employee, because of a medically determinable disease, injury, or other mental or physical disability, is unable to perform substantially all of her regular duties for the Employer and that such disability is determined or reasonably expected to last at least thirty (30) calendar days. The date of any physician's written opinion conclusively finding Employee to be disabled is the date on which Employee shall be deemed to be incapacitated.

Employee may treat this Agreement as terminated, if (1) Employer reduces Employee's base salary or other benefits in a greater percentage than is generally reduced for Employer's department heads at that time or (2) Employer is in violation of any term of this Agreement. Provided, however, that Employee must first give written notice to Employer of her intention to treat her employment as terminated, state with specificity the basis on which she deems her employment terminated and gives the Employer thirty (30) calendar days in which to cure the action or inaction upon which she bases her termination. If the action or inaction is not cured within thirty (30) calendar days of receipt of the notice, then Employee's termination of this Agreement shall be deemed made thirty (30) days after the receipt of notice by Employer. If the action or inaction is one which cannot be reasonably cured within thirty (30) calendar days of receipt of the notice and Employer provides such notice to Employee, then this Agreement shall be terminated. The effective date of such termination (when a reasonable cure cannot be made within the time limit) shall be the date of Employee's receipt of such notice from Employer. If the action or inaction is cured, Employee shall not be entitled to treat this Agreement as terminated.

Before Employer terminates this Agreement for any reason other than death or disability of Employee, the County Manager shall request Employee to resign. If Employee does not provide such a signed, written resignation to the County Manager within five (5) days of the request (not counting the day of the request) then Employer may proceed to terminate Employee's temporary employment hereunder. If the Employee presents her signed, written resignation statement to the County Manager within five (5) days of the request (not counting the day of the request) then the temporary employment of Employee shall be deemed terminated.

## **Section 6. Suspension from Employment**

Employer may suspend Employee for cause, as cause is defined by New Mexico law, and for such length of time as recommended by the County Manager and approved by the Council; provided that Employee is given written notice at least seven (7) calendar days prior to the publication of notice of such meeting which notice must set forth the basis for the suspension as well as the length of suspension. Additionally, prior to the vote of the Council, Employee shall be afforded an opportunity to present to Council all information she deems relevant to its decision. The presentation by Employee, if any, shall be made at a closed meeting of the Council to protect Employee's liberty and property interests arising from her employment hereunder unless the Employee requests that the matter occur during a public meeting of the County Council.

## **Section 7. Business Expenses and Professional Development**

Employee shall be reimbursed for travel and out-of-pocket business expenses in accordance with the

Employer's policies on such reimbursement. Employer shall pay for the costs of any continuing education or other training necessary for the Employee to maintain any certifications necessary for the Employee to carry out her duties and responsibilities under this Agreement.

### **Section 8. Outside Employment**

This temporary employment as the Fire Chief is a full-time position. Employee shall provide her best efforts and dedicate herself full-time to the completion of the jobs responsibilities. To this end, Employee shall not accept any other contemporaneous employment involving more than ten (10) hours per week without the prior consent of County Manager. Occasional teaching, writing, and consulting performed on Employee's time off shall not violate the terms of this paragraph, and shall not require the prior consent of County Manager. Employee shall promptly disclose to Employer any outside employment for which she is paid.

### **Section 9. Insurance Coverage**

Employee shall be entitled to all rights of coverage and defense as Employer's employee under the New Mexico Tort Claims Act 41-4-1 et. seq. NMSA 1978 and by liability insurance or self-insurance maintained by the Employer for the benefit of its employees.

### **Section 10. Bonding**

Employer shall bear the full cost of any fidelity or other bond(s) required of Employee under any law or ordinance. Employee knows of no reason why she might not qualify for any such bond.

### **Section 11. Notices**

Notice under this Agreement shall be deemed given on the day personally delivered or three (3) days after deposit in the United States Mail, first class postage pre-paid, to a party at the address set forth below:

EMPLOYER: County Manager  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 350  
Los Alamos, New Mexico 87544

EMPLOYEE: Wendy Servey,  
18 Jornada Loop  
Santa Fe, New Mexico 87508

An address may be changed by notification to the other party in writing delivered as specified for notices hereunder. Unless such notice is made, a party is entitled to rely on the address stated above.

### **Section 12. General Provisions**

Integration. This agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the Parties are merged into and rendered null and void by this

Agreement.

Severability. The invalidity or partial invalidity of any provision, paragraph, sentence or clause in this Agreement shall not affect the validity of the remainder of the Agreement. In the event that any part of this Agreement is held to be invalid, the remaining provisions shall continue in full force and effect.

To the extent that the terms and conditions of this Agreement conflict with the personnel policies and procedures of Employer, the terms and conditions of this Agreement shall control.

Each party hereto has been advised of its right to representation by counsel of its own choosing.

All references to "days" herein shall be business days unless otherwise specified.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed on its behalf by its County Manager, and duly attested to by its County Clerk, and Employee has signed and executed this Agreement to be effective the day and year first above written.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

By: \_\_\_\_\_  
Michael D. Redondo  
County Clerk

By: \_\_\_\_\_  
Anne W. Laurent  
County Manager

Date

EMPLOYEE

By: \_\_\_\_\_  
Wendy Servey          Date

# Los Alamos County

## Job Description and Classification



LOS ALAMOS

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<b>JOB TITLE:</b>	<b>Fire Chief</b>
<b>JOB CODE:</b>	<b>460</b>
<b>CLASSIFICATION:</b>	<b>Exempt</b>
<b>DEPARTMENT/DIVISION:</b>	<b>Fire/Operations</b>
<b>SUPERVISOR:</b>	<b>County Manager</b>

### **Position Summary:**

Under general direction of the County Manager, plans, directs and manages the Los Alamos Fire Department providing a program of fire prevention and protection, leads and directs firefighters in suppression of fires and in preserving lives, the environment and property. Oversees the training and development of personnel in modern firefighting, emergency medical services and fire prevention methods. Maintains confidentiality of privileged information. The Fire Chief serves at the pleasure of the County Manager.

*The general level and nature of this position are described in the headings below. This is not an all-inclusive list of all responsibilities, duties, and skills required of personnel in this classification. Duties, responsibilities and activities may change at any time.*

### **Essential Duties & Responsibilities:**

- Directs the development of strategic plans for the Fire Department. Establishes, implements and communicates goals, objectives, policies and procedures in accordance with the strategic plan.
- Increases department's effectiveness by participating in recruiting, selecting, orienting, training, coaching, counseling, and disciplining; assigns accountabilities; planning, monitoring, and appraising job results; develops a climate for offering information and opinions; provides and participates in educational opportunities.
- Oversees the supervision of personnel, which includes work allocation, training, and problem resolution; evaluates performance and makes recommendations for personnel actions; motivates employees to achieve peak productivity and performance.
- Prepares the department's annual goals and budget recommendations and administers the approved budget.
- Plans, administers and directs all Fire Department activities, including fire prevention, firefighting, inspections, emergency medical service, rescue work, evacuation of personnel, training, enforcement of regulations and the design of fire protection systems.
- Provides input to the County Manager and Council on budgets and related issues for the Department.
- Evaluates fire, rescue, emergency medical, emergency management and emergency communications needs of county.
- Identifies and assesses resources in relation to needs of recurring and catastrophic incidents.
- Plans for departmental and community responses to catastrophic and hazardous materials emergencies.
- Coordinates fire prevention, fire protection, firefighting and emergency medical programs with the technical staff of the Department of Energy (DOE), DOE contractors, other Federal Agencies operating on lands surrounding Los Alamos and the communities of Los Alamos and White Rock.

- Manages employee and labor relations for the Fire Department.
- Reviews operations and adjusts staffing as necessary. Plans for accomplishment of special assignments and peak workloads. Adjusts staffing to meet special situations.
- Oversees training for all Fire Department personnel, DOE and DOE prime and subcontractor personnel, county personnel, school system employees and community residents, including emergency medical training, rescue and forest firefighting techniques.
- Works under a large Federal agreement in providing fire department services to Los Alamos National laboratory. Collaborates willingly with customers in the criteria and methods of delivering the required services.
- Makes reports and recommendations regarding the elimination of fire hazards.
- Initiates complete periodic and special inspections.
- Works with public and private agencies in marshaling community resources and coordinating responses.
- Plans and manages deployment and use of county equipment and personnel in prevention and suppression of fires, investigation of fire causes, and provision of emergency medical and rescue services.
- Plans and assists in coordinating county efforts in areas of emergency management and emergency communications.
- Evaluates needs for program facilities, equipment, and personnel. Develops and presents policy recommendations, departmental goals and budget recommendations for consideration by the County Manager and administers the approved budget and work program.
- Performs public relation activities and acts as a representative for the department and the county.
- Manages training and development of Fire Department staff.
- Fosters a harmonious work environment and effective working relationships within the department. Models and ensures appropriate workplace behavior that reflects the values of Los Alamos County and the Fire Department.
- Works cooperatively with regional agencies to coordinate optimum provision of services.
- Supervises and participates in review of plans for proposed land and site uses in assuring adherence to applicable codes and standards.
- Plans and manages departmental record keeping, incident analysis and reporting, and general internal management of the department.
- Represents program goals, objectives, and needs before local, state, and federal agencies, community groups, and public.
- Participates in the physical agility measurements based on LAFD program for Chief Officers and annually thereafter.
- Ensures all equipment, materials, and work conditions are adequately maintained to prevent accidents.
- Keeps abreast of developments in the field of fire prevention, fire protection and emergency medical services, of laws, ordinances and policies and directs changes in accordance with new developments; operates emergency and/or non-emergency Fire Department vehicles as may be required.
- Serves as a key member of the Senior Management Team.
- Maintains confidentiality of all privileged information.
- Contributes to a team effort and accomplishes related results as required.
- Performs other duties as required.

**Minimum Qualifications:**

- Bachelor's Degree from an accredited college or university in Fire Science or related field.
- Twelve years' experience in fire department services to include: operations, emergency medical services, training, safety, and fire and life safety, inclusive of seven years in a management/administrative (command) position with supervisory experience with a career fire department comparable to LAFD.
- Must be eighteen years of age.
- Must be a United States Citizen.
- Must possess, or ability to obtain within first thirty days of employment, and maintain a valid New Mexico CDL-E driver's license.
- Must possess and maintain an Incident Safety Officer (ISO) certification or equivalent.
- Must possess NFPA 1021 Fire Officer III certification.
- Must possess ICS 100, 200, 300, 400, 700, 800b and 804 certifications or equivalents.
- Must meet qualifications as stated in NFPA 1021 Fire Officer IV within the first year of employment.
- Must possess, or must make application for a DOE Q clearance within thirty days of employment with ability to obtain, and maintain a DOE Q clearance and is subject to additional federal background investigation. Prior to issuance of the Q clearance, must be eligible at all times to be escorted into secured areas until such time as the initial investigation period has expired and a Q clearance is issued. Subsequently, should Q access authorization be under review, but not suspended or revoked, and employee remains eligible to be escorted into a secured area, a reasonable time for reinstatement shall be allowed.
- Successful completion of an examination by a licensed physician and be free of any physical condition as listed in the LAFD Medical Standards.
- Be free of any mental or emotional condition, which might adversely affect performance. May be required to be examined by a licensed psychologist or psychiatrist.
- Successful completion of mandatory drug screening and subsequent random drug screenings.
- Successful completion of the background investigation, including FBI fingerprint check.
- Must not have been convicted of a felony or other crime involving moral turpitude.
- Must reside in Los Alamos County within ninety days of employment and maintain residency during term of employment.

**Preferred Qualifications:**

- National Fire Academy Executive Fire Officer (EFO) Graduate.
- Post graduate study in related field.
- Current DOE Q clearance.
- Chief Fire Officer designation through Center for Public Service Excellence.

**Knowledge, Skills, and Abilities:**

- Knowledge of and experience with sophisticated incident command systems and practices.
- Knowledge of modern fire suppression and prevention and emergency medical services principles, procedures, techniques, and equipment.
- Knowledge of first aid and resuscitation techniques and their application.
- Knowledge of applicable laws, ordinances, departmental standard operating procedures and regulations.
- Knowledge of resources available for disaster relief and other emergencies.

- Knowledge of basic firefighting theory and specialized firefighting techniques of the operation of fire communications equipment.
- Knowledge of and proficiency in performing advanced techniques of modern fire protection and suppression, water distribution and fire sprinkler systems, various types of fire detection and alarm systems.
- Skill in employee relations, labor relations, management and administrative skills.
- Skill in examining and re-engineering operations and procedures, formulating policy, and developing and implementing new strategies and procedures.
- Skill in problem solving, human relations, and time management.
- Skill in organizing, preparing, and presenting information clearly and concisely, both orally and in writing.
- Skill in the use of personal computers and related software applications, such as spreadsheets, database programs, project management software and office automation.
- Ability to establish and maintain effective working relationships with department and division heads, other employees, public officials and a wide range of constituencies in a diverse community.
- Ability to independently recognize fire hazards and determine corrective measures.
- Ability to independently make decisions, sometimes under stress, that influence the effectiveness of the fire protection and prevention programs.
- Ability to maintain confidentiality.
- Ability to develop and maintain recordkeeping systems and procedures.
- Ability to supervise and train assigned staff, including organizing, prioritizing, and scheduling work assignments.
- Ability to work both independently and as a member of a professional team.
- Ability to communicate effectively, both orally and in writing.
- Ability to make administrative/procedural decisions and judgments.
- Ability to assess operational requirements and to plan and organize work flow patterns and schedules.

**Physical Demands:**

While performing the duties of this job, the employee is regularly required to sit, walk and stand. The employee regularly uses manual and finger dexterity and visual acuity to complete tasks. The employee routinely uses a full range of mobility in upper and lower body; reaches overhead; works in various positions, including stooping, standing, bending over, sitting, kneeling and squatting for extended periods of time. The specific vision abilities required by this job include close vision, distance vision, peripheral vision, and ability to adjust focus as well as the ability to smell and taste. The employee must be able to routinely lift, pull and push materials and equipment up to 50 pounds and occasionally lift and/or move up to 150 pounds. The employee may be exposed to high, precarious places; fumes or airborne particles; toxic or caustic chemicals; outside weather conditions; extreme heat; risk of electrical shock; and vibration. The employee is occasionally exposed to moving mechanical parts.

**Work Environment:**

The work environment involves exposure to hazards or physical risks and requires following safety precautions. Work is performed in an office environment and outdoors setting with the potential of high noise level. Work involves potential exposure to radiation, high explosives, high voltages, toxic and exotic chemicals, fluid borne pathogens, smoke, heat, rugged terrain, and human tragedy, under