



**Board of
County
Commissioners**

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**Manuel Anaya
District III**

**Glen Duggins
District IV**

**Ray Martinez
District V**

**County Manager
Delilah Walsh**



June 7, 2017

Tristan Goodwin
Policy Analyst
Rio Grande Foundation
Via email: tgoodwin18@cornellcollege.edu

RE: REQ20 Your Inspection of Public Records Request Dated 6/2/2017

Dear Mr. Garcia:

I am in receipt of your requests for public records, dated 6/2/2017 and received by me on 6/5/2017. Your request was for an electronic copy of the Socorro County Manager's contract.

RESPONSE

The manager's contract is included with this letter

Sincerely,

Delilah Walsh
Custodian of Public Records

Cc: efile: dwalsh\IPRA Requests\REQ20



SOCORRO COUNTY MANAGER EMPLOYMENT AGREEMENT

This Agreement is made this 13th day of January, 2015 by and between Socorro County, a political subdivision of the state of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "Board" and Delilah Walsh, hereinafter referred to as "Walsh".

RECITALS

WHEREAS, pursuant to NMSA 1978 Section 4-38-1 (1884) the powers of a county as a body politic and corporate shall be exercised by a board of county commissioners; and,

WHEREAS, NMSA 1978 Section 4-38-19 (B) (1973) provides that, "[a] board of county commissioners may employ and set the salary of a county manager to conduct the business of the county, to serve as personnel officer, fiscal director, budget officer, property custodian and to act generally as the administrative assistant to the board, aiding and assisting it in the exercise of its duties and responsibilities;" and,

WHEREAS, the Board appointed Walsh as County Manager on January 5, 2009 and she has served the County in that office since her appointment; and,

WHEREAS, the Board has voted to extend to Walsh an offer of employment pursuant to the terms and conditions contained in this Agreement; and,

WHEREAS, Walsh has agreed to such employment pursuant to said terms and conditions.

NOW, THEREFORE, in consideration of the following recitals, the covenants and conditions hereafter set forth and the obligations to be fulfilled by each party hereunder, the parties hereto agree as follows:

SECTION 1 EMPLOYMENT AND TERM

The County agrees to employ Walsh as the Manager for Socorro County. Walsh accepts such employment on the terms and conditions contained in this Agreement. The term of this Agreement shall commence on February 1, 2015 and shall be valid until December 31, 2017,

unless sooner terminated as provided herein. Thereafter, this Agreement may be extended for successive additional one-year terms, or for a longer term, upon mutual agreement of the parties.

SECTION 2 DUTIES OF THE EMPLOYEE

Walsh shall perform full-time professional services and managerial duties as the chief administrative officer for the County in her capacity as Manager, consistent with the provisions of this Agreement. Walsh shall at all times faithfully, industriously, and to the best of her ability, perform all such duties that may be required of her as Manager, which include without limitation those duties as set forth by NMSA 1978, Section 4-38-19 (1973), those set forth in Exhibit "A" Attached hereto, and those duties assigned by the Board of County Commissioners. The County shall defend and indemnify Walsh from the and against any and all claims or causes of action brought against Walsh and arising in connection with her duties hereunder. Walsh shall be available to support the objectives and address the concerns of all commissioners but will not take direction or do anything at the direction of one or more Commissioners in an official capacity if such direction was not acted upon at a properly convened meeting of the Board.

SECTION 3 BOARD'S GENERAL RESPONSIBILITY

Board may establish clear and reasonable goals to which Walsh may strive. Board will provide Walsh with the necessary resources with which to achieve these goals and shall give Walsh latitude in determining required resources.

Board shall allow Walsh to exercise those management responsibilities assigned in a professional manner. Board shall allow Walsh the opportunity to provide input into matters being debated before the Board which impact Walsh's ability to manage the affairs of the County, or matters in which Employee, in her capacity as County Manager, is expected to be or should be knowledgeable.

Board shall allow and encourage Walsh to participate in appropriate professional associations, boards, or committees associated with the responsibilities assigned to Walsh. Board shall allow and encourage Walsh to attend available training seminars or educational courses relative to her responsibilities, within the confines of approved budgetary allowances. The Board reserves the right to restrict attendance of Walsh at the above-referenced educational/training opportunities if the Board determines that Walsh's performance as County Manager is adversely affected by such activity.

SECTION 4 COMPENSATION AND BENEFITS

The Board agrees to pay Walsh as Manager a gross annual base salary (base salary) in an amount of \$80,000.00 in equal installments at established County pay periods and exclusive of any other benefits provided for in this Agreement. Walsh's base salary shall increase to \$91,000.00 upon the increase of pay for other County Employees resulting from 2015

Compensation Study. The base salary may, in the sole discretion of the Board, be subject to annual increases of up to ten percent (10%) based upon the performance by Walsh of her duties as Manager. Walsh shall serve as a Fair Labor Standards Act exempt employee.

The County will reimburse Walsh for all necessary and appropriate expenses incurred while traveling on County business in accordance with County policies and practices. In addition, Walsh shall receive \$150.00 per month in order to purchase the monthly Verizon mobile and data plan for which she is currently under contract. Payment to Verizon is the responsibility of the Walsh and the County will not be held responsible for the payment of Verizon bills. It is further understood that all equipment (cell phone) necessary to carry out the contents of this agreement is the responsibility of the Walsh and shall be in workable condition for the duration of this contract. Walsh agrees to carry the phone in a manner that provides reasonable access at all times; respond to County related calls when received (or message is received); provide the telephone number to anyone who requests it in the conduct of County business and County personnel.

Walsh will be provided with a County expense account to cover the costs of meals, travel and other business related expenses (excluding alcohol) that may be reasonably necessary in the performance of her duties as County Manager. Receipts for all expenditures shall be given to the County accounts payable office for reimbursement. Said account shall be set up as a separate line account and the expenses shall be reviewed and approved by the County finance officer. Said expense account shall not exceed One Thousand Dollars (\$1,000.00) in any one (1) fiscal year without prior Commission approval.

The Board may evaluate Walsh's performance of her duties as Manager annually in accordance with criteria as may be determined from time to time by the Board in its sole discretion; however, that the Board shall furnish to Walsh a description of the aforesaid criteria at the beginning of each calendar year.

The Board agrees to offer Walsh standard employee benefits afforded all employees including retirement benefits, medical, life, disability and dental insurance. Further, Walsh agrees to make any contribution which is standard and usual for employees for said benefits. The standard contribution is established by the Board and may be increased at any time. The County shall withhold from Walsh base salary all required federal and state withholding taxes, as well as Walsh's FICA contributions, and other statutorily mandated withholdings.

The following provisions of the Socorro County Personnel Policy Ordinance 2013-001 as amended do not apply to Walsh or her employment with the County:

- A. all provisions related to termination and grievance procedures afforded to County Employees;
- B. all provisions relating to compensation and overtime pay (i.e., Walsh is a Fair Labor Standards Act exempt employee);
- C. all provisions related to sick and annual leave;

All other provisions of the Personnel Policy will apply to Walsh.

**SECTION 5
TERMINATION BY WALSH**

Walsh may terminate this Agreement, without cause, by delivering, at least sixty (60) days prior to the anticipated date of termination, a written notice to the Board of her intent to terminate this Agreement. If she is requested to do so by the Board, Walsh shall continue under the terms of this Agreement to render her services on behalf of the Board to the date of termination.

**SECTION 6
TERMINATION BY THE BOARD**

The Board may terminate this Agreement, without cause, by delivering to Walsh a written notice of the Board's intent to terminate this Agreement, as determined by a minimum of a 3/5 vote of the Board.

In the event of termination hereunder, the Board shall have no further obligations under this Agreement to Walsh except as follows:

- A. Within ten (10) business days from and after the date on which termination becomes effective, the County shall pay to Walsh in a single payment an amount equal to a sum of the amounts allocated for four (4) months under this Agreement for Walsh's base salary and benefits as described in Section 3 hereof. Walsh shall serve as Manager following the expiration of this Agreement until terminated by a vote of the Commission. If this Agreement is not renewed with substantially the same terms and conditions by February 1, 2018, Walsh shall be entitled to the four (4) months of base salary as stated herein and any prorated amount for time served as Manager prior to termination.
- B. The payments described herein to be extended to Walsh, in the event of termination by the Board without cause, shall constitute the payment of liquidated damages, and Walsh shall have no further claim or cause of action against the County, its Board, or the individual members thereof as a result of any termination hereunder.
- C. The foregoing obligations of the County shall apply to any termination of Walsh by the Board except upon the occurrence of one or more of the following events.
 - i. A determination by the Board that Walsh has intentionally engaged in illegal conduct; or
 - ii. Conviction of Walsh of a crime punishable as a felony, or in the event Walsh enters a plea of *nole contendere* upon being accused of any such crime, or enters into a plea bargain agreement in response to accusations of any such crime; or

- iii. Engaging in any conduct which is unethical or immoral for a professional;
- iv. Habitual or excessive use of intoxicants or drugs; or
- v. A breach by Walsh of Section 2 of this Agreement.
- vi. A determination that by the Board that Walsh has engaged in activity warranting just cause discipline pursuant to Section 7 of the Socorro County Personnel Policy Ordinance 2013-001, as amended.

In any such event, the Board may terminate this Agreement immediately and without further obligation hereunder to Walsh, except for accrued base salary earned.

SECTION 7 OTHER PROVISIONS

- A. In the event of termination of this Agreement the parties hereby agree that all County property and all finished or unfinished County documents and property held by Walsh shall immediately be tendered and delivered to the County as its property.
- B. This Agreement is subject to modification, if changes are determined necessary upon performance, with the consent of both parties.
- C. Walsh shall not acquire nor continue any financial interest that directly affects her ability to carry out the duties of Manager and shall otherwise comply with the applicable terms of the Personnel Rules and Regulations.
- D. Walsh shall maintain her conduct at the highest standards.
- E. The Board shall provide Walsh with professional membership in organizations relating to her employment as Manager as determined appropriate by the Chairperson of the Board and as afforded other County employees, within budgetary limitations.

SECTION 8 NOTICES

Any notice required or permitted under this Agreement shall be sufficient if in writing, and if personally delivered to the person intended to receive such notice or if sent by mail to her residence in the case of Walsh or to the principal office in the case of County.

**SECTION 9
GOVERNING LAW**

This Agreement shall be subject to and governed by the laws of the State of New Mexico, the invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**SECTION 10
CONTRACT AMENDMENT**

This Agreement may be amended by mutual agreement in writing by the parties. However, Walsh's annual salary may increase as agreed upon by the parties without requiring an amendment to this Agreement. In addition, the Board may change benefit contribution requirements without amendment to this Agreement.

**SECTION 11
ENTIRE AGREEMENT**

The parties hereto agree that this Agreement incorporates all of the agreements, covenants and understanding between the parties hereto concerning the subject matter hereof, and that all covenants, agreements and understandings have been merged into this Agreement. No prior agreements or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable.

**SECTION 12
SAVINGS CLAUSE**

In the event that or more provisions of this Agreement shall be declared invalid or unenforceable by any court of competent jurisdiction, then the remaining provisions of this Agreement shall nonetheless continue to be valid for enforceable by and between the parties.

IN WITNESS WHEREOF, the Board and Delilah Walsh have each caused this Agreement to be executed as the date(s) written below.

APPROVED, ADOPTED, AND PASSED on this 13th day of January, 2015.

Exhibit A
Job Description of County Manager

GENERAL PURPOSE

The County Manager is the Chief Executive Officer for the Board of County Commission and makes recommendations to the commission on all matters concerning the welfare of the County. Performs professional managerial duties; directs and coordinates administration of county government in accordance with policies determined by the Board. Appoints department heads and staff as provided by state laws or local ordinances. Prepares annual budget and submits estimates to authorized elected officials for approval. Represents the County in regard to local, regional, state, and Federal activities of concern to the County. Develops and submits the annual budget, prepares supporting justification and presentation to the commission, advise the commission on the financial statute and need of the County; plans, organizes, and directs programs and services; evaluates results and recommends policies, procedures and action to achieve County goals; gives guidance on matters of program, personnel management, budget and legal responsibility.

SUPERVISION RECEIVED

Works under the broad policy guidance and direction of the Board of County Commissioners.

SUPERVISION EXERCISED

Provides close supervision to administrative staff and department heads.

MINIMUM QUALIFICATIONS

- Masters degree in Public Administration, Business Administration, Management, Political Science or related field. Minimum of three (3) years experience as County Manager, Assistant County Manager, City Manager, Assistant City Manager, Chief Executive Officer or Management level for public or private entities will be considered.
- Experience in Intergovernmental or interagency relations; communications with federal, state and local governments and their agencies.
- Experience with elected officials, official responsibilities, limitations on authority of elected officials and the special problems confronting elected officials.
- Experience with public meetings and public hearings.
- Experience with procedures for conducting business in public meetings and with the "Open Meetings Act" and requirements for closed meetings; Experience in providing Notice of Public Meetings.
- Experience with County or City budgets and the budget preparation process; ability or experience managing a \$14+ million budget.
- Valid New Mexico driver's license.

PREFERED QUALIFICATIONS

- Legislative experience, knowledge of legislative priorities, awareness of upcoming issues that impact counties, employees, land use, water, detention centers, community projects, etc.
- Ability to research funding, grants and monies.

- Knowledge of bond issues, resolutions, ordinances, memorandums of agreements, professional services agreements, contracts, etc.
- Working knowledge of issues impacting county government; county growth issues preferred.
- Conflict resolution skills.
- Ability to express oneself clearly and effectively in oral and written form including the ability to engage in public speaking.
- Ability to provide leadership abilities with strong persuasive and presentation skills.
- Knowledge of modern principles, methods, and techniques of administration and program planning.

ESSENTIAL DUTIES AND RESPONSIBILITIES (Illustrative only)

- Oversees aspects of county government including public works, detentions, code enforcement, administrative services, finance, indigent and insurance, human resources and the legal department.
- Meets with division directors to discuss programmatic and overall operations.
- Meets with commission and private sector to discuss programs and projects, and to deal with public concerns.
- Directs and coordinates administration of county government in accordance with policies determined by the county commissioners.
- Direct and advise division directors, department heads and staff on various issues, projects and programs.
- Prepare/direct preparation of annual budget; submit estimates to authorized elected officials for approval; oversee budget in its entirety.
- Prepares contracts, grants, and commitments as may be authorized by the commissioner by established policies.
- Plan for future development to provide for population growth and expansion of public services.
- Enforce all ordinances, rules, regulations, and policies enacted by the County Commission.
- Represent the County as required in the court of law.
- Confer with legal counsel in the development of bond issues, ordinances, and other projects.
- Attends all meetings of the commission unless excused by the commission, serves as an ex-officio member of such boards, commission, committees or authorities as directed by the commission.
- Serve as County Public Information Officer.
- Performs other duties as prescribed by the commission.

