

**COUNTY MANAGER EMPLOYMENT CONTRACT****A-13-111**

This AGREEMENT, by and between the County of Eddy, New Mexico, a political subdivision of the State of New Mexico, hereinafter called the "COUNTY", and Rick Rudometkin, hereinafter called the "EMPLOYEE", both of whom understand as follows:

**Whereas**, the COUNTY desires to employ the services of the EMPLOYEE as the Chief Administrative Officer; and,

**Whereas**, the EMPLOYEE has agreed to accept the position of County Manager with the COUNTY subject to and on the terms and conditions set forth in this AGREEMENT;

**Now therefore in consideration** of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Position

The COUNTY hereby agrees to employ the EMPLOYEE as the County Manager effective Sunday, October 27, 2013.

2. Duties

The EMPLOYEE shall perform the following:

2.1 The duties of the County Manager as specified in the job description for the County Manager position as attached hereto and marked as Appendix A, as if fully incorporated here.

2.2 Such other duties as may be directed by Resolution, Contract, Ordinance, or Joint Powers Agreement.

2.3 Such other proper duties and functions as may from time to time be assigned by the Board of County Commissioners.

3. Term

The term of this AGREEMENT shall commence immediately upon the approval by signature of both parties to this AGREEMENT. The AGREEMENT shall run for an indefinite period of time subject to termination as provided in paragraph 4 herein.

**COUNTY MANAGER EMPLOYMENT CONTRACT****A-13-111****4. Termination, Resignation, and Severance**

- 4.1 This AGREEMENT may be terminated at any time by the mutual agreement of the COUNTY and EMPLOYEE.
- 4.2 The EMPLOYEE may resign or retire from the position of County Manager at any time by providing one (1) months written notice to the COUNTY.
- 4.3 The COUNTY, in lieu of notice, may terminate the EMPLOYEE's employment without cause at any time by delivering to the EMPLOYEE a written notice of same together with six (6) month's pay plus the cash value of all accrued vacation leave and other benefits in accordance with current COUNTY policy.
- 4.4 The COUNTY may terminate the EMPLOYEE's employment with the County at any time due to physical or mental incapacity of the EMPLOYEE by delivering to the EMPLOYEE, or spouse, or heirs, a written notice of same together with three (3) months pay and the cash value of all accrued vacation leave and other benefits in accordance with current COUNTY policy.
- 4.5 The COUNTY may terminate the EMPLOYEE's employment at any time for cause without the requirement of providing notice or pay in lieu of notice. In the event of termination for cause, the COUNTY shall pay the EMPLOYEE any salary owing to the date of termination for cause, along with the cash value of all accrued vacation leave and other benefits in accordance with current COUNTY policy. For the purposes of this AGREEMENT, the COUNTY shall be deemed to have cause for termination if the EMPLOYEE is convicted of a criminal act involving dishonesty, moral turpitude, any personal gain to the EMPLOYEE arising from the conduct of his employment, or willfully and repeatedly fails or refuses to comply with the policies, rules, regulations, or standards established by and communicated to the EMPLOYEE by the Board of Eddy County Commissioners.

**5. Salary**

- 5.1 The COUNTY agrees to pay the Employee for his services rendered pursuant to this AGREEMENT an annual base salary of \$120,000, payable in installments at the same time as other managers of the County are paid.

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- 5.2 On each anniversary of the execution of this AGREEMENT, the EMPLOYEE's salary shall be reviewed.
- 5.3 The EMPLOYEE shall receive the same cost of living or other similar adjustments to the EMPLOYEE's salary that are given to other managers employed by the COUNTY.
6. Benefits
- 6.1 The EMPLOYEE shall be entitled to the same fringe benefits, including health insurance, life insurance, disability insurance, dental insurance, vision insurance and retirement as any other County employee.
- 6.2 Notwithstanding section 6.1, the EMPLOYEE will be entitled to a minimum of 160 hours of paid annual/vacation leave per year, prorated per pay period. 80 hours of annual/vacation leave will be made available at the start of employment. Annual/vacation leave will be scheduled at a time approved by the Eddy County Board of Commissioners; such approval may not be unreasonably withheld.
7. Relocation - Deleted
8. Performance Reviews
- 8.1 Performance criteria will be developed by the COUNTY and the EMPLOYEE during the first ninety (90) days of the EMPLOYEE's employment.
- 8.2 During the first year of employment, the EMPLOYEE shall receive an interim review at six (6) months and an annual review at twelve (12) months from the Eddy County Board of Commissioners.
- 8.3 The Eddy County Board of Commissioners shall perform all reviews of the EMPLOYEE's performance in executive session. An annual review shall take place every year during the life of the AGREEMENT during the same month that the AGREEMENT was executed. Performance reviews shall be conducted in accordance with the criteria developed between the COUNTY and the EMPLOYEE. The EMPLOYEE shall be apprised of the results of the performance review and shall be given the opportunity to provide written comments to the COUNTY.

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- 8.4 The evaluations of the EMPLOYEE's performance shall be conducted in executive session both when the Eddy County Board of Commissioners prepares the evaluation and when the Eddy County Board of Commissioners reviews the evaluation with the EMPLOYEE. Nothing shall prohibit the COUNTY or the EMPLOYEE from sharing the content of the evaluation with their respective legal counsel. All communications shall be considered confidential to the maximum and full extent permitted by law. Such review and communications may only be made public by the agreement of both the COUNTY and the EMPLOYEE.
9. Hours of Work
- 9.1 The EMPLOYEE shall work, at a minimum, such hours as are required of other managers, pursuant to the COUNTY's personnel manual. Since it is of benefit to both the COUNTY and the EMPLOYEE, such work shall provide flexibility in the hours worked and the work schedules.
- 9.2 Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job duties required, the EMPLOYEE may have to expend additional time beyond the normal work day and the EMPLOYEE agrees to do what is required.
10. Outside Employment  
The EMPLOYEE shall not engage in any other employment without the prior written consent of the COUNTY.
11. Bonds  
The COUNTY shall bear the full cost of any fidelity or other bonds required of the EMPLOYEE by the COUNTY or under any law, resolution, or ordinance.
12. Civic Participation  
The EMPLOYEE shall not participate in organizations that have business with the COUNTY. If the COUNTY desires that the EMPLOYEE participates or represents the COUNTY, in and before any local civic or community organizations, then the COUNTY shall pay all memberships or similar fees.

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## 13. Automobile

The EMPLOYEE shall be provided a vehicle to be utilized in the performance of his duties as County Manager as well as commuting to and from work and incidental usage. The use of said vehicle shall be calculated as additional income for IRS purposes, taxed and reported on the EMPLOYEE's annual W-2 form.

## 14. Appropriation

The COUNTY has appropriated, set aside, and encumbered, or does hereby appropriate, set aside, and encumber, available and otherwise unappropriated monies of the COUNTY in an amount sufficient to fund and pay all financial obligations of the COUNTY pursuant to the AGREEMENT.

## 15. Work Related Reimbursements

The COUNTY shall budget and pay for expenses related to the conduct of the EMPLOYEE's work. The EMPLOYEE shall provide substantiation for all requested reimbursements.

## 16. Professional Development

## 16.1 Membership In Professional Organizations

The COUNTY shall budget and pay for membership and subscriptions to such national, regional, and local organizations as are necessary for the continued professional growth and development of the EMPLOYEE. The COUNTY shall also pay all reasonable travel and subsistence expenses related to the EMPLOYEE's participation in such organizations.

## 16.2 Training

The COUNTY shall budget and pay for all reasonable training programs that are necessary for the continued development of skills, knowledge, and abilities of the EMPLOYEE. The COUNTY shall also pay all reasonable travel and subsistence expenses related to the EMPLOYEE's participation in such training.

## 17. Computer Equipment

The COUNTY agrees to provide the EMPLOYEE with computer equipment that may be used both in the office and at home. Both the office and home use shall be restricted to business purposes only. In addition, for home use, the COUNTY will pay for any costs to provide internet access at broadband or equivalent speed.

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## 18. General Provisions

18.1 The text herein, plus Appendix A, shall constitute the entire AGREEMENT between the parties.

18.2 All headings are for the convenience of reference only and are not intended to define or limit the scope of any provision of this AGREEMENT.

18.3 This AGREEMENT shall be construed in accordance with, and governed by, the laws of the State of New Mexico, United States of America.

18.4 This AGREEMENT shall be binding upon and inure to the benefit of the heirs, executors, administrators, and legal personal representatives of the EMPLOYEE.

18.5 In the event that any one or more of the sections, provisions, or clauses, or any portion thereof, in this AGREEMENT, shall for any reason be held to be invalid, illegal, unenforceable, or unconstitutional in any respect, then the remainder of this AGREEMENT, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

18.6 Any waiver, modification, or cancellation of any section, provision, or clause of this AGREEMENT must be in writing and signed by both parties to have force or effect.

18.7 Any notice required to be given under this AGREEMENT shall be personally delivered to the other party or shall be deemed delivered four (4) days after depositing the notice in the regular mail postage prepaid addressed as follows:

## 18.7.1 Eddy County

Attention: Board of County Commissioners  
101 West Greene Street  
Carlsbad, NM 88220

## 18.7.2 Employee Name

The EMPLOYEE shall provide a local address as soon as local residence is established.

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In witness whereof, the parties hereto have executed this AGREEMENT by their signatures below.

COUNTY

*[Signature]*  
Chairperson, Board of County Commissioners

November 5, 2013

Date



Attested:

*[Signature]*  
County Clerk

11-5-2013

Date

EMPLOYEE

*[Signature]*  
EMPLOYEE Name

10-15-13

Date