

*Tomas Campos*

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BY: *MD*

**AMENDED EMPLOYMENT AGREEMENT FOR  
THE RIO ARriba COUNTY MANAGER**

This Amended Employment Agreement (hereinafter referred to as the "Agreement") for the Rio Arriba County Manager is hereby made and entered into as of the date of final signature below, by and between Tomas Campos III (hereinafter referred to as "the County Manager") and the Board of County Commissioners of Rio Arriba County (hereinafter referred to as "the County" or the "the Commission"; and collectively referred to as the "Parties"). This Agreement hereby supersedes and replaces the Employment Agreement entered into by the Parties on June 30, 2016.

*✓ Nationwide*

**RECITALS**

WHEREAS, the Commission is responsible for governing Rio Arriba County, New Mexico, and desires to obtain the assistance of a professional manager to administer and operate the County government under the Commission's policies and direction; and

WHEREAS, the Commission therefore wishes to hire a County Manager to serve as the chief administrative officer of County government in Rio Arriba County; and

WHEREAS, the County Manager position is an exempt position not subject to the provisions of the Rio Arriba County Personnel Policies, Rules and Regulations; and

WHEREAS, the County wishes to retain and employ Tomas Campos III to fill the County Manager position and Tomas Campos III has accepted the offer of employment; and

WHEREAS, the Parties desire to commit in writing their agreement and understandings with respect to such employment.


THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties agree to the following:

**SCOPE OF WORK**

The County Manager shall perform services as more specifically provided in applicable state law and in accordance with the directives of the Commission. The County Manager shall perform to the satisfaction of the Commission all such duties and functions as the Commission may direct, assign, or request from time to time. The County Manager hereby recognizes that the Commission sets the policy and direction of the County through ordinances and regulations and the Commission hereby recognizes and agrees that the County Manager has full authority over the day to day operations of the County.

**COMPENSATION**

The County shall pay the County Manager an annual salary of \$113,700.00 per year, which salary shall not be decreased during the term of this Agreement. The County Manager will also be entitled to receive pay increases commensurate with cost of living pay increases afforded to all employees in any fiscal year.

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Recorded in Official Records  


The County will reimburse the County Manager for all necessary and appropriate expenses incurred while traveling on County business in accordance with the provision of applicable law.

#### FRINGE BENEFITS

The County Manager shall be entitled to all fringe benefits provided to County employees. Such benefits will include but not be limited to accrual of annual leave and sick leave in accordance with the Rio Arriba County Personnel Policies, Rules and Regulations, and provision of health and life insurance and PERA benefits. The County Commission agrees to contribute to the County Manager's 457k retirement plan, National Association of Counties Nationwide Retirement Solutions, at a rate equal to the Manager's personal contribution rate per pay period, with a cap of the County match at \$7,500:00 per fiscal year. Notwithstanding the preceding, there shall be a limit of 450 hours of annual leave accrual that shall be paid in the County Manager's final contract period at the last rate of pay.

The County Manager may participate in continued and reasonable professional development, management organization seminars; and training. The County, upon review and approval of said professional development requests, agrees to pay actual expenses for such professional development.

#### AUTOMOBILE AND OTHER EQUIPMENT AND SERVICES

The County Manager's duties require the exclusive use of an automobile at all times during employment. The County will provide a County vehicle to the County Manager and the County will pay the cost of operation, maintenance and insurance of the vehicle. The County Manager is authorized to use the vehicle for commuting to and from work. Communications equipment and updated software necessary to maintain work contact will be provided and will be expensed as income, taxed and will become the personal property of the County Manager upon separation of employment, but will be used for County business during his tenure as County Manager. Electronic connectivity costs shall be provided by the County in the same manner as the cell phone service is currently subsidized. County owned data/documents will be deleted from the drive at the separation from County employment.

#### TERM

This Agreement shall begin on the date of final signature below and shall terminate on June 30, 2018. The Commission may renew or extend this Agreement at any time by providing written notice to the County Manager of its intent to do so within thirty (30) days of the date at which the Commission will take formal action to renew or extend.

The County Manager agrees to remain in the exclusive employ of the County until terminated under one of the termination provisions hereinafter stated. The County Manager shall not be prohibited from engaging in occasional teaching, writing or consulting performed during personal time off, provided that such activity does not conflict with his official duties, but the County Manager hereby understands that the County is his principal employer, and he agrees to devote his full time and attention in his professional life to the management of the County.

#### TERMINATION

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Moises A. Morales, Jr. County Clerk & Recorder Rio Arriba, New Mexico

The County Manager shall not be discharged or terminated except as provided in this paragraph:

1. The County may terminate the County Manager's Employment Agreement prior to the end of the Agreement with thirty (30) days of written notice after a majority vote of the Board of County Commissioners taken in a regularly-scheduled and duly-noticed meeting. The written notice of termination shall state the effective date of termination.
2. In the event the County Manager voluntarily resigns his position with the County, he shall give sixty (60) days of written notice in advance, unless the parties mutually agree in writing to a reasonable departure schedule.

#### SEVERANCE PAY

In the event that the County Manager is discharged or terminated prior to the end of this Agreement, he shall be entitled to a lump sum cash payment equal to six (6) months' aggregate salary to be calculated at his then-current rate of pay, including payment of up to 450 hours of accrued annual leave, and fringe benefits. Payment of fringe benefits shall be equal to the value of benefits the County Manager is receiving at the time of the Commission's decision to terminate the Agreement, including the cost of health insurance. For the purposes of this provision, "fringe benefits" shall not include the value of the County vehicle or County cell phone or other equipment provided to the County Manager for his use pursuant to this Agreement. The County Manager shall cease to accrue sick or annual leave following the date that the Commission gives notice of its intent to terminate this Agreement.

Severance pay shall be paid no later than the next regular County pay day after termination.

In the event the County Manager voluntarily resigns his position with the County, he shall forego the stipulations of the preceding paragraphs in this section and shall be eligible only for payment of his accrued salary, all accrued annual leave and fringe benefits.

#### APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient County revenues, appropriations and authorizations being made by the County to the County Manager. The County's determination as to the availability of sufficient appropriations will be accepted by the County Manager and will be final, however, severance pay will apply in that instance.

#### POLITICAL CONTRIBUTION/SOLICITATION PROHIBITED

The County Manager shall not contribute to any County political campaign, nor shall he solicit contributions from any vendor or any other person for a political contribution on behalf of any individual or any political cause.

#### ENTIRE AGREEMENT

The text herein shall constitute the entire Agreement between the Parties. This Agreement may only be amended in writing by a document signed by both Parties. No oral agreement or promise shall have any effect on the terms of this Agreement.

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Moises A. Morales, Jr. County Clerk & Recorder Rio Arriba, New Mexico

SEVERABILITY

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

APPLICABLE LAW

The laws and regulations of the State of New Mexico will govern this Agreement and venue for any action hereunder will lie in Rio Arriba County, New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the final date of signature below.

**THE BOARD OF COUNTY COMMISSIONERS  
OF RIO ARRIBA COUNTY**

**COUNTY MANAGER**

By: *Alex M. Narajo*  
Chairman, Alex M. Narajo

*Tomas Campos III*  
Tomas Campos III

Date: 12/02/16

Date: 11/13/16

ATTEST:

*Moises A. Morales, Jr.*  
Moises A. Morales, County Clerk

Approved as to form:

*Adán E. Trujillo*  
Adán E. Trujillo  
Rio Arriba County Attorney

Date: 12/1/16

