

**AGREEMENT A-02-151
EMPLOYMENT AGREEMENT**

Orig: Clerk
Stan
Xc: Virginia
Sheila
Marylou

This agreement is made and entered into this 25th day of September, 2002, effective October 30, 2002, by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of Commissioners, hereinafter referred to as "County" and Mr. Stanton L. Riggs, hereinafter referred to as "Mr. Riggs".

WITNESSETH

WHEREAS, the parties have previously entered into Agreement A-93-022 in June, 1993, and

WHEREAS, the County has voted unanimously to extend to Mr. Riggs an offer of continued employment in a capacity different from that described in the aforementioned agreement, and

WHEREAS, Mr. Riggs has agreed to accept such employment.

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**

The County agrees to employ Mr. Riggs as the County Manager and part-time County Attorney for the County. Mr. Riggs accepts such employment on the terms and conditions contained in this agreement and/or any document described or referred to herein.

**SECTION 2
DUTIES**

Mr. Riggs shall perform full-time professional services to the County in his capacity of County Manager, consistent with the provisions of this agreement and the position specification attached hereto as "Exhibit A" and incorporated herein by reference. In addition, Mr. Riggs shall also serve as County Attorney in a part-time capacity. Mr. Riggs shall at all times faithfully, industriously, and to the best of his ability, perform all such duties that may be required of him as County Manager and part-time County Attorney. The County shall defend and indemnify Mr. Riggs from and against any and all claims or causes of action brought against Mr. Riggs and arising in connection with his duties hereunder.

**SECTION 3
COMPENSATION AND BENEFITS**

The County agrees to pay Mr. Riggs as County Manager/part-time County Attorney an annual base salary (base salary) in an amount of Eighty Four Thousand, Five Hundred Dollars (\$84,500.00) in equal installments at established County pay periods, and exclusive of any other benefits provided for in this agreement. The base salary may, in the sole discretion of the Board of Commissioners, be subject to annual increases based upon performance by Mr. Riggs of his duties as County Manager/part-time County Attorney. Subject to the provisions of Sections 6 and 7 of this agreement, Mr. Riggs base salary shall not be reduced to an amount less than Eighty Four Thousand, Five Hundred Dollars (\$84,500.00).

The Board of Commissioners shall evaluate Mr. Riggs' performance of his duties as County Manager annually in accordance with objective criteria enumerated in the position specification of the Chaves County Manager, previously identified as Exhibit A hereto, and further in accordance with such other criteria as may be determined from time to time by the Board of Commissioners in its sole discretion; however, that the Board of Commissioners shall furnish to Mr. Riggs a description of the aforesaid criteria at the beginning of each calendar year.

The County agrees to provide Mr. Riggs standard employee benefits afforded all contract employees which includes vacation, holiday, sick leave, retirement, medical, life and dental insurance. Further, Mr. Riggs agrees to make any contribution which is standard and usual for contract employees for said benefits. The standard contribution is established by the Board of Commissioners and may be increased at any time. The County shall withhold from Mr. Riggs base salary all required Federal and New Mexico withholding taxes, as well as Mr. Riggs' required FICA contributions.

**SECTION 4
DUES**

The County shall pay Mr. Riggs membership dues to professional associations and societies. These professional dues shall include at a minimum, membership in the State Bar of New Mexico, Chaves County Bar Association and other associations involving management of local governments.

**SECTION 5
EDUCATION**

The County shall pay for Mr. Riggs' tuition and associated costs for continuing legal education as required by the State Bar of New Mexico and professional development trainings for management.

**SECTION 6
VOLUNTARY TERMINATION**

Mr. Riggs may terminate this agreement by delivering, at least sixty (60) days prior to the anticipated date of termination, a written notice to the County of his intent to terminate this agreement. If he is requested to do so by the County, Mr. Riggs shall continue under the terms of this agreement to render his services on behalf of the County to the date of termination.

**SECTION 7
INVOLUNTARY TERMINATION**

The County may terminate this agreement with Mr. Riggs at any time upon delivering written notice to Mr. Riggs of the County's intent to terminate this agreement. For purposes of this section, in the event the County requests that Mr. Riggs resign, then such request for a resignation shall constitute an involuntary termination hereunder.

In the event of involuntary termination hereunder, the County shall have no further obligations under this agreement to Mr. Riggs except as follows:

- A. Within ten (10) business days from and after the date on which termination becomes effective, the County shall pay to Mr. Riggs in a single payment an amount equal to the sum of the amounts allocated for one year under this agreement for Mr. Riggs base salary as described in Section 3 hereof.
- B. The County shall also pay Mr. Riggs accrued vacation as set forth in Section 9.5 of the Chaves County Personnel Policy.
- C. The payments described herein to be extended to Mr. Riggs in the event of involuntary termination shall constitute the payment of liquidated damages, and Mr. Riggs shall have no further claim or cause of action against the County, its Board of Commissioners, or the individual members thereof as a result of any termination hereunder.
- D. The foregoing obligations of the County to Mr. Riggs shall apply to any involuntary termination of Mr. Riggs by the County except upon the occurrence of one or more of the following events:
 - 1. A determination by the Board of Commissioners has intentionally engaged in illegal conduct;
 - 2. Conviction of Mr. Riggs of a crime punishable as a felony, or in the event Mr. Riggs enters a plea of no lo contendre upon being accused of any such

crime, or enters into a plea bargain agreement in response to accusations of any such crime;

3. Engaging in any conduct which is dishonorable or unbecoming to a professional;
4. Habitual or excessive use of intoxicants or drugs, or;
5. A breach by Mr. Riggs of Section 2 of this agreement.

In any such event, the County may terminate this agreement immediately and without further obligation hereunder to Mr. Riggs.

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 his residence in the case of Mr. Riggs or to the principal office in the case of the 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 only by mutual agreement in writing by the parties. However, Mr. Riggs annual salary may increase as agreed upon by the parties without requiring an amendment to this agreement. In addition, the Board of County Commissioners may change benefit contribution requirements without amendment to this agreement.

**SECTION 11
ENTIRE AGREEMENT**

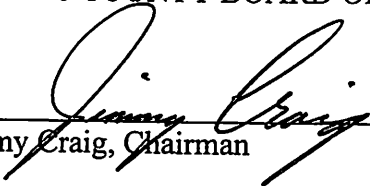
The parties hereto agree that this Agreement incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and that all covenants, agreements and understandings have been merged into this Agreement. No prior agreements or understandings,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

**SECTION 12
SEVERABILITY**

In the event that one 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 and enforceable by and between the parties.

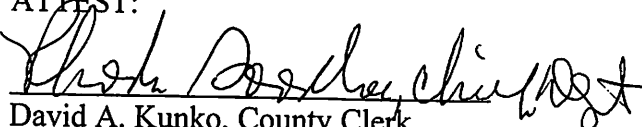
IN WITNESS WHEREOF, the County and Mr. Stanton L. Riggs have each caused this agreement to be executed as of the date first written above.

CHAVES COUNTY BOARD OF COMMISSIONERS



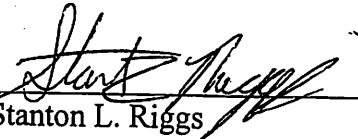
Jimmy Craig, Chairman

ATTEST:



David A. Kunko, County Clerk

MR. STANTON L. RIGGS



Stanton L. Riggs