

STATE OF NEW MEXICO

COUNTY OF GRANT

EMPLOYMENT CONTRACT FOR COUNTY MANAGER

THIS AGREEMENT is made between Charlene Webb, hereinafter also referred to as the "County Manager," and the Grant County Board of County Commissioners hereinafter also referred to as the "BCC," is made and entered into in Silver City, New Mexico on this 20th day of October 2016.

RECITALS

WHEREAS the BCC desires to hire a County Manager to serve as the Chief Administrative Officer of the County Government of Grant County, New Mexico and is so authorized under New Mexico law; and,

WHEREAS the BCC desires to retain Charlene Webb in the position of County Manager; and,

WHEREAS the BCC and Charlene Webb desire to commit to writing their agreement and understanding with respect to her employment as County Manager.

NOW THEREFORE, the parties hereby agree as follows:

A. EMPLOYMENT:

The BCC hereby employs and hires Charlene Webb as its County Manager and she hereby accepts and agrees to such hiring and employment, subject to the general supervision and direction of the members of the Grant County Commission and specific provisions of New Mexico State Law.

For purposes of the Grant County Employee Manual, the County Manager shall be treated as a regular, fulltime employee, with the exception of the terms outlined herein, including at-will employment status.

The County Manager is an at-will position with no due process and/or grievance rights. Either party may terminate this employment relationship at any time with or without cause.

B. BEST EFFORTS:

The County Manager agrees that she will at all times, to the best of her ability, experience and talents, perform all the duties that are assigned to her pursuant to the express terms herein or to the reasonable satisfaction of the BCC. The County

Manager agrees to consult and gain approval of the BCC regarding matters of policy and the BCC agrees that the County Manager will conduct the administrative and executive duties of the County pursuant to applicable law and policy. The County Manager will consult with the Grant County Attorney on a regular basis regarding legal matters affecting the County of Grant. The County Manager shall perform her duties at the Grant County Administration Center in Silver City, New Mexico and at such other place or places as the County shall require.

C. TERM OF EMPLOYMENT:

The term of this agreement shall begin October 20, 2016, and shall terminate on October 20, 2019.

D. COMPENSATION:

The BCC shall pay the County Manager \$106,750 per year, which salary shall not be decreased during the term of this employment agreement. Said compensation may be increased from time to time provided that any such increase shall be at the sole discretion of the BCC. Annually, the Board of County Commissioners shall conduct an evaluation of the County Manager's performance.

The BCC shall reimburse the County Manager for all necessary expenses incurred by the County Manager while traveling pursuant to County business, provided that all such reimbursements shall be made in accordance with the provisions of applicable state laws, regulations, and county policy.

E. FRINGE BENEFITS:

The County Manager shall be entitled to the same fringe benefits, including dental and health insurance, deferred compensation and retirement, and any other fringe benefits that may be adopted during the term of this contract, as any other County employee and 100% of the monthly payment for these benefits will be paid by the BCC, subject to the following exceptions:

- 1) The County Manager will be entitled to a minimum of 160 hours of paid annual leave per year, prorated per month by the payroll department. Annual leave will be taken at a time approved by the County Commission.
- 2) The BCC agrees to pay 75% of the County Manager's personal contributions to PERA.
- 3) The BCC agrees to pay all tuition, fees, and book expenses for up to one college-level course per semester, providing that the course is related to the duties of the County Manager. If the County Manager withdraws from or fails to pass a course, she agrees to refund to the county all costs associated with that course.
- 4) The County Manager is a professional staff member of the County and shall not be entitled to overtime compensation.

F. TERMINATION/SEVERANCE:

The County may terminate the County Manager at any time during this contract, with or without cause. The County Manager will not be eligible for the grievance process in the event of termination. In the event of termination without cause, the County Manager shall receive a lump sum payment equal to the balance of this contract or six (6) months whichever is less, including all accrued annual leave and half of the accrued sick leave. In addition, the County shall pay all insurance premiums for existing coverage for an additional three months (6 pay periods) after the effective date of termination. The balance of the contract and all accrued annual leave will be paid in a lump sum within ten (10) working days of the last day of employment. In the event the County Manager is terminated for cause, there will be no severance paid. For "cause" shall be defined as fraud, embezzlement, felonious behavior, willful unauthorized disclosure of confidential information, or other serious misuse of the position.

In the event the County Manager voluntarily resigns her position with the County, she will forego the stipulations of the preceding paragraph and will be eligible only for payment of her accrued salary, benefits, and receive two weeks of salary for every year of service. The County Manager will give a minimum of sixty (60) days written notice in advance of such resignation, unless the parties agree otherwise.

G. RENEWAL:

This agreement may be renewed for an additional two-year period by mutual agreement of both parties, made and adopted after one year has expired. The County Manager is not eligible for the grievance process in the event of non-renewal.

H. MODIFICATION:

No waiver or modification of this Employment Agreement or of any condition of limitation herein contained will be valid unless in writing and duly executed by the BCC and the County Manager.

I. SEVERABILITY:

If any of the provisions of this agreement are declared illegal, void or unenforceable, the remaining provisions will not be affected and will remain in full force and effect.

J. ASSIGNMENT:

The County Manager may not assign any right accruing under or interest arising from this agreement, in part or in whole, without the express written consent of the County. In the event of any assignment, the assignee will assume all obligations and liabilities of the County Manager.

K. PERIODIC REVIEW:

The parties agree to meet, confer, and review the terms of this contract on an annual basis on or about the successive anniversary date of this agreement.

L. ENTIRE AGREEMENT:

The terms of this contract shall be effective upon execution of the parties and contract may be executed by facsimile counterparts. The paragraphs contained in this contract for County Manager services is the entire employment agreement between the parties and any and all other prior negotiations, statements, contracts, agreements, understandings, conditions or requirements expressed or implied, are hereby superseded and have no further effect.

M. APPLICABLE LAW:

This contract shall be governed by the laws of the State of New Mexico.

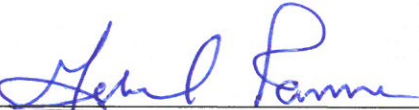
IN WITNESS WHEREOF, the undersigned do hereby execute this agreement on the 20th day of October 2016.



Charlene Webb, County Manager



Brett Kasten, Chairman



Gabriel Ramos, Commissioner District 1



Ron Hall, Commissioner District 3