

**COUNTY OF ROOSEVELT
EMPLOYMENT CONTRACT FOR COUNTY MANAGER**

THIS AGREEMENT is made between Amber Hamilton, hereinafter also referred to as the “County Manager”, and the Roosevelt County Board of County Commissioners hereinafter also referred to as the “BCC”, is made and entered into in Portales, New Mexico on this 27th day of May, 2016.

RECITALS

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

WHEREAS, § 4-38-19(B) NMSA, (1978) provides that, “a board of county commissions 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.

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

WHEREAS, the BCC desires to employ Amber Hamilton in the position of County Manager; and,

WHEREAS, the BCC and Amber Hamilton desire to continue their agreement and understanding with respect to her employment as County Manager.

NOW THEREFORE BE IT RESOLVED, that the parties hereinto before **do** hereby agree to the following terms:

1.0 EMPLOYMENT – The BCC hereby employs and hires Amber Hamilton as its County Manager and she hereby accepts and agrees to such hiring and employment, subject to the general supervision and direction of the Roosevelt County Commission, and in accordance with State and Federal law.

2.0 BEST EFFORTS – 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 and to the reasonable satisfaction of the BCC. The County Manager agrees to consult and gain the 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 Roosevelt County Attorney on a regular basis regarding day to day matters affecting the County of Roosevelt. The County Manager shall perform her duties primarily at the Roosevelt County Administrative Complex in Portales, New Mexico and at such other place or places as the County shall require.

3.0 TERM OF EMPLOYMENT – The term of this agreement shall commence on July 1, 2016 and shall terminate on June 30, 2018 however, this agreement may be renewed or extended at any prior to the last date mentioned.

3.01 The County Manger shall continue the duties of County Manager upon execution of this contract. The County Manager shall assume full time duties of County Manager and be compensated as described further herein.

3.02 County Manager shall serve as an “AT WILL” employee for all purposes and as such may be terminated pursuant to provisions of this contract at any time and without cause.

3.03 Non-renewal shall not be an event that would allow the County Manager to initiate the grievance process.

4.0 COMPENSATION – The BCC shall pay the County Manager \$ 85,000.⁰⁰ 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 and based upon the annual evaluation as set out in section 4.01.

4.01 At least one time annually, the BCC shall conduct an evaluation of the County Manager’s performance. Said evaluation should take place prior to preparation of the initial budget planning process. The evaluation process shall culminate in a written statement which shall be presented to the County Manager and entered into their personnel file. The base salary may, in the sole discretion of the BCC, be subject to annual increases based upon the performance by the County Manager of duties as Manager.

4.02 Due to the nature of the position, and the responsibilities and duties of the Roosevelt County Manager, Ms. Hamilton shall be considered to be on call at all hours and all days of the year. Therefore, Ms. Hamilton shall have personal use of a County vehicle. County will assume all costs of operation and maintenance associated with the above mentioned vehicle. Ms. Hamilton shall not use or allow the use of the county vehicle for purely personal use. It is understood that Ms. Hamilton may, at various times, transport her minor children to school, daycare, etc. and may have necessary protective devices in the County vehicle for said children. Ms. Hamilton shall also be given a monthly cell phone stipend.

4.03 Ms. Hamilton shall be allowed to travel on County business in her private (personal) vehicle for those activities/events/instances where Ms. Hamilton will be paid or will receive per diem and travel from a governmental entity or association other than Roosevelt County.

5.0 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:

5.01 The County Manager will be entitled to 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.

5.02 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 Manger. If the County Manger withdraws from or fails to pass a course, County Manager agrees to refund to the county all costs associated with that course.

5.03 The County Manager is a professional staff member of the County and shall not be entitled to overtime compensation.

5.04 The County shall furnish the County Manager with a suitable vehicle for conducting business on behalf of the County. The County Manager will be entrusted to the park the vehicle at her residence and have exclusive use of said vehicle. The County Manager agrees to use said vehicle for the purpose of conducting County business and incidental personal use only. The County Manager also agrees to provide reasonable security for the vehicle while said vehicle is at her residence. The County shall pay all costs associated with maintenance, fuel and insurance for said vehicle.

5.0 TERMINATION/SEVERANCE – The BCC may terminate the County Manager at any time during this contract with or without cause as defined by the counties employment policy. In order for the BCC to terminate the Agreement, with or without cause, a majority of all county commissioners, with all members being present (3/5 vote of the Board of County Commissioners) must affirmatively vote in public session to terminate the County Manager’s employment.

6.01 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 salary whichever is less, including all accrued annual leave and 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. Said sum will be paid in a lump sum within 10 working days of the last day of employment. This provision shall not apply if this Agreement expires by its own term on June 30, 2018 (or the extended anniversary thereof). The County Manager may not grieve such termination in the event of termination by the Board without cause, and the County Manager shall have no further claim or cause of action against the County, its Board, its agents, or the individual members, as a result of a termination for cause.

6.02 In the event the County Manager voluntarily resigns her position with the County, or is terminated with cause, a contemplated in the counties’ employee policy, County Manager will forego the stipulations of paragraph 6.01 and will be eligible only for payment of her accrued salary and benefits.

6.03 The County Manager will give a minimum of ninety (90) days written notice in advance of resignation, unless both parties agree otherwise.

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

8.0 SEVERABILITY – If any of the provisions of this agreement are declared illegal, void or unenforceable, by any court of competent jurisdiction, the remaining provisions will not be affected and will remain in full force and effect.

9.0 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.

10.0 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.


11.0 APPLICABLE LAW – This contract shall be governed by the laws of the State of New Mexico and venue for any cause of action relating to the provisions of this document shall lie exclusively in Roosevelt County, New Mexico.

IN WITNESS WHEREOF, the undersigned do hereby execute this agreement on the date first written above.

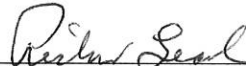

Amber Hamilton, County Manager


Randy Knudson, County Attorney




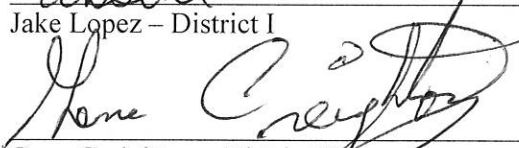

DeAun D. Searl, Roosevelt County Clerk

**BODY OF COUNTY COMMISSIONERS
ROOSEVELT COUNTY, NEW MEXICO**


Richard Leal, Chairman – District II


Lewis (Shane) Lee, Vice-Chair – District III


Jake Lopez – District I


Gene Creighton – District IV


Paul Grider, District V