



PROFESSIONAL EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into between the Sandoval County Board of Commissioners, Sandoval County, New Mexico, hereinafter referred to as the "County," and Dianne Maes, hereinafter referred to as the "County Manager."

WITNESSETH:

WHEREAS, the County desires to hire a County Manager to serve as the Chief Administrative Officer of the County Government in Sandoval County, New Mexico; and

WHEREAS, the position of County Manager is an exempt position not subject to the provisions and/or protections set forth in the Sandoval County Personnel Ordinance; and

WHEREAS, the County desires to retain Dianne Maes in the position of County Manager and she has accepted this offer of retention; and

WHEREAS, the County and Dianne Maes desire to commit to writing their agreement and understanding with respect to her employment as County Manager;

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual promises and agreements hereinafter set forth, the County and Dianne Maes mutually agree and covenant as follows:

A. EMPLOYMENT:

The County hereby employs and hires Dianne Maes as its County Manager, and Dianne Maes hereby accepts and agrees to such hiring and employment, subject to the general supervision and direction of the Sandoval County Commission.

The County Manager will follow the directions and guidelines laid down by the County Commission and will assume those responsibilities that may be delegated to her by the County Commission.

B. DUTIES AND RESPONSIBILITIES:

The County Manager agrees that she will at all times faithfully, industriously and to the best of her ability, experience and talents, perform all the duties that are assigned to her pursuant to the express and implicit terms hereof to the reasonable satisfaction of the County. The County Manager will perform her duties at the Sandoval County Administration Building in Bernalillo, New Mexico, and at such other place or places as the County will require.

C. TERM OF CONTRACT:

This Agreement will be effective from June 1, 2017, through May 31, 2019, unless otherwise renewed in accordance with the provisions of paragraph H herein below.

D. COMPENSATION:

The County will pay the County Manager an annual salary of \$125,000.00, which salary will not be decreased during the term of this Agreement. Additional increases will be at the sole discretion of the Board of County Commissioners.

The County will reimburse the County Manager for all necessary expenses incurred while traveling pursuant to County business, which she has been directed to undertake by the County Commission, provided that all such reimbursements will be made in accordance with the provision of applicable state law and regulation.

E. BENEFITS:

The County Manager will be entitled to all fringe benefits that all other County employees enjoy. The County Manager will retain current accrued sick leave and annual leave balances, and will continue to accrue sick leave and annual leave benefits at the current accrual rates enjoyed by classified, County employees. The County Manager is a professional staff member of the County and will not be entitled to overtime compensation. In the event that the demands of the position of County Manager do not allow the County Manager to take advantage of all the days of annual leave provided, then the County will reimburse the County Manager for the unused annual leave at the same rate of compensation provided in this Agreement at the end of each calendar year.

The County Manager's duties require that she have the use of an automobile at all times during her employment as County Manager with the County. The County will provide a County vehicle and the County will pay all costs for the operation and maintenance of the vehicle including but not limited to fuel and maintenance.

F. TERMINATION:

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

1. The County may terminate the County Manager's Professional Employment Agreement prior to the end of the Agreement, with ninety (90) days written notice after a majority vote of the full Board of County Commissioners. The written notice of termination will state the effective date of termination.

2. In the event the County Manager voluntarily resigns her position with the County, she will give ninety (90) days written notice in advance, unless the parties agree otherwise.

G. CLASSIFIED EMPLOYMENT IN LIEU OF SEVERANCE:

If the County, pursuant to paragraph F, exercises its rights to terminate the County Manager's employment any time within the first 24 months of this Agreement, the County shall place Dianne Maes into another position and shall pay her a salary that is equivalent to the mid-point salary of a County Director.

H. RENEWAL:

Upon agreement of the County Manager and the Board of County Commissioners, this Agreement may be renewed for an additional 2-year period.

I. MODIFICATIONS:

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

J. SCOPE OF AGREEMENT:

This Agreement incorporates all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings of the parties or their agents, verbal or otherwise, will be valid or enforceable unless embodied into this Agreement.

K. APPLICABLE LAW:

This Agreement will be governed by the law and regulations of the State of New Mexico. Venue for any action hereunder will lie in Sandoval County, New Mexico.

L. SEVERABILITY:

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

M. ASSIGNMENT:

The County Manager may not assign any right accruing under or interest arising from this Agreement, in whole or in part, 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.

N. APPROPRIATION:

It is expressly understood that any obligation, monetary or otherwise, shall be subject to and contingent upon the availability and sufficiency of resources for appropriations and for obligations upon the availability and sufficiency of resources for appropriations and for obligations. If sufficient funds are not appropriated or sufficient authority is not given to perform such obligations, this Agreement is subject to termination by the County. The decision as to whether the funds are available shall be made at the sole discretion of the County.

IN WITNESS WHEREOF, the undersigned do hereby execute this Agreement on the 30th day of May, 2017.

COUNTY MANAGER




Dianne Maes

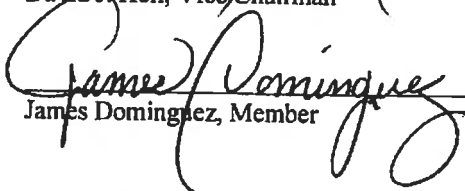
BOARD OF COUNTY COMMISSIONERS
OF SANDOVAL COUNTY



Don G. Chapman, Chairman

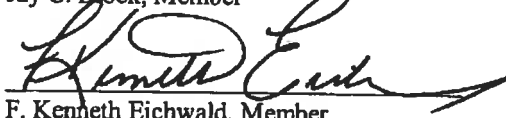


David J. Heil, Vice Chairman

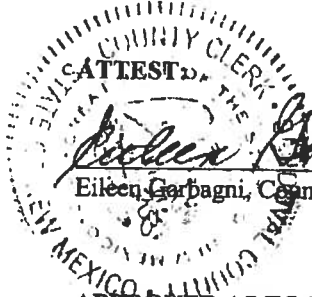



James Dominguez, Member

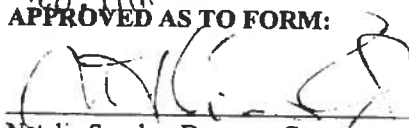
Jay C. Block, Member



F. Kenneth Eichwald, Member

 ATTEST


Eileen Garbagni, County Clerk

APPROVED AS TO FORM:


Natalia Sanchez Downey, County Attorney