

PROFESSIONAL SERVICES AGREEMENT EMPLOYMENT CONTRACT

This agreement is made and entered into this 16th, day of August 2016, effective on August 21, 2016 by and between *The McKinley County Board of County Commissioners*, hereinafter referred to as The County; and, *Anthony Dimas, Jr.*, hereinafter referred to as Mr. Dimas.

The parties hereto agree as follows:

- 1. Employment.** The County agrees to appoint Mr. Dimas as the County Manager. Mr. Dimas accepts such employment on the terms and conditions contained in this agreement and/or any document described or referred to herein.
- 2. Term.** The term of this Agreement shall be three (3) years and four (4) months to run from the effective date as mentioned above (August 21st, 2016, to December 31st, 2019 and may be extended in writing on the same terms by both parties; or, by Motion and Vote in an open meeting of the Board and accepted by continued service of Mr. Dimas, unless terminated earlier pursuant to the terms hereof. A performance evaluation of the County Manager by the County Commission may be conducted annually and more often if desired by either of the parties; and, such evaluation shall be held in an executive closed session of a duly called meeting of the Board of County Commissioners. This contract and any provision herein can be renegotiated beginning four months prior to the expiration date; except that the annual salary provision may be renegotiated each year with any negotiations beginning in April during the County Budget cycle.
- 3. Duties.** Mr. Dimas shall perform full-time professional services to McKinley County in his capacity of County Manager, consistent with the provisions of this agreement and the position description (which may change in a future job classification study) attached hereto as "Exhibit A" and incorporated herein by reference. Mr. Dimas 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. The County shall defend and indemnify Mr. Dimas from and against any and all claims or causes of action brought against Mr. Dimas arising in connection with his duties and scope of employment hereunder.
- 4. Compensation and benefits.** The County agrees to pay Mr. Dimas as County Manager One Hundred Thousand dollars (\$100,000.00) per year in equal installments as established McKinley County pay periods and exclusive of any of his benefits provided for in this agreement. The base salary will remain at this level (unless negotiated as outlined in paragraph 2 above) for the three year term of this contract; and, the base salary will be part of any annual increases for any cost of labor (COLA) increases granted to regular employees by the McKinley County Board of County Commissioners during the term of this contract. Subject to the provisions of Section 6 and 7 of this agreement. Mr. Dimas's base salary shall not be reduced to an amount less than One Hundred Thousand dollars (\$100,000.00) per year.

The County agrees to provide Mr. Dimas standard employee benefits afforded all regular employees of McKinley County which include vacation, holiday, sick leave, retirement, medical, life and dental insurance; and, any of his benefits will be in accordance with the provisions of the McKinley County Personnel Ordinance and Policies.

Mr. Dimas agrees to make any contribution, which is standard and usual for regular employees of McKinley County for said benefits. The standard contribution is established by the Board of County Commissioners and may be increased at any time. The County shall withhold from Mr. Dimas's base salary all required Federal and New Mexico withholding taxes, as well as any other required withholding including FICA and Medicare contributions as well as any insurance co-pays and/or deferred compensation contributions; and, all taxable perks and benefits shall be recorded on Mr. Dimas's annual W-2 form.

The Parties agree that Mr. Dimas is an exempt employee from the overtime provisions of the Fair Labor Standards Act. As such, the number of days Mr. Dimas works, the number of hours Mr. Dimas works and the start time and end time of Mr. Dimas's workday is at Mr. Dimas's discretion as determined by the time needed to fulfill the duties under the County Manager's position.

5. **Dues.** The County shall pay the Manager's membership dues to professional associations and societies as approved by the Board of County Commissioners.

6. **Voluntary Termination.** Mr. Dimas may terminate this agreement by delivering, (at least ninety (90) days prior to the anticipated date of termination), a written notice to the McKinley County Board of County Commissioners, stating his intent to terminate this agreement. Mr. Dimas shall have the option to return to his previous position of OEM/Grants Director at the current rate (\$40.18 per hour); or, receive payment of his Annual Leave accrued which shall be paid out according to the County Personnel Policy §15.9.

7. **Involuntary Termination.** The County may terminate this agreement with Mr. Dimas at any time, with or without cause, upon delivering specific notice to Mr. Dimas of their intent to terminate this agreement; and, specific notice can be made by a majority vote of the Board of County Commissioners in a duly called open meeting. For purpose of this section, in the event the County requests that the Manager resign, then such request for a resignation shall constitute an involuntary termination without cause hereunder. In addition, if the County does not renew the contract, such action shall constitute an involuntary termination without cause.

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

- A. In the event the County does not want Mr. Dimas to be employed under this contract Mr. Dimas shall have the option to return to his previous position of OEM/Grants Director at the current rate (\$40.18 per hour).
- B. If Mr. Dimas does not exercise the option mentioned above in paragraph A, the County shall pay Mr. Dimas's accrued vacation and sick leave.

- C. The payments described herein to be extended to Mr. Dimas in the event of involuntary termination without cause shall constitute the payment of liquidated damages, and Mr. Dimas shall have no further claim or cause of action against the McKinley County Board of County Commissioners or the individual members of the Board as a result of any termination without cause hereunder.
- D. In the event the County has just cause to terminate this agreement (whether or not cause is stated in the termination notice), the provisions of paragraphs A, B, and C above shall not apply. Just cause is that which is sufficient to meet the standards and policies set forth in the McKinley County Personnel Policies Ordinance in effect at the time of termination.
- E. The County, in either case of Mr. Dimas's voluntary or involuntary termination shall keep a special fund in an amount sufficient to pay the severance pay benefits that may be due each fiscal year to Mr. Dimas.

8 **Vehicle use.** In consideration of the frequent travel required by Mr. Dimas, the County shall make available to Mr. Dimas a suitable vehicle for conducting business on behalf of The County. At Mr. Dimas's choice, the vehicle shall be kept available for his use at the County offices and not be considered a take home vehicle. If Mr. Dimas chooses to use the vehicle as a take home vehicle; Mr. Dimas shall be entrusted to park vehicle at his residence and have exclusive use of said vehicle. Mr. Dimas agrees to use said vehicle for the purpose of conducting business and incidental personal use only; and, shall follow all County Driving and Vehicle use policies. The County shall pay all costs associated with maintenance, fuel and insurance. If Mr. Dimas chooses the "take home" option, he shall be liable and pay for any income tax as a benefit to Mr. Dimas. Mr. Dimas shall also follow the reporting requirements of vehicle use as established by McKinley County.

9. **Cell Phone Use.** The County shall furnish a stipend to Mr. Dimas for his supplying the County with his personal cell phone number for conducting business on behalf of the County. The use of Mr. Dimas's cell phone shall be as stated in McKinley County's current Cell Phone Policy as amended from time to time.

10. **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. Dimas at P.O. Box 700, Mentmore, New Mexico 87319; and, to the principal office Attention Chairperson of the County Commission in the case of the County.

11. **Governing Law.** This agreement shall be subject to and governed by the laws of the State of New Mexico.

12. **Contract Amendment.** This agreement or any provision herein may be amended by mutual agreement in writing by the parties. In addition, the Board of County Commissioners may change benefit contribution requirements without amendment to this agreement.


13. **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. Any prior agreements or understandings, verbal or otherwise, of the parties or their agents not contained herein shall not be valid or enforceable.

14. **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 HEREOF, the Board of County Commissioners and Mr. Dimas have each caused this agreement to be executed as of the date indicated below.

McKinley County Board of County Commissioners

Adopted in a duly called open meeting of August 16, 2016 by unanimous vote:


Anthony Tanner, Chairperson

ATTEST: 
Harriett K. Becenti, County Clerk



Approved as to form,
By: 
Douglas W. Decker, County Attorney

Anthony Dimas, Jr.,



Date: 8-23-16



McKinley County Job Description

Position Title: County Manager
Department: Manager's Office
F.L.S.A.: Exempt

Salary Range: DOQ
No.: MCM-001
Reports to: BOC

Definition: Under administrative direction of the County Board of Commissioners (duly called held meetings), directs and oversees the operations of County government; ensures compliance of all department activities with McKinley County goals and objectives, State and Federal laws, and County policies and procedures.

Essential Job Functions: The list that follows is not intended as a comprehensive list; it is intended to provide a representative summary of the major duties and responsibilities in no particular order. Incumbent may not be required to perform all duties, and may be required to perform additional, position related tasks.

Guides, directs and coordinates, through the assistance of County staff, Offices and Departments, the operations of the County. Exercises independent judgment within policy guidelines; evaluates and analyzes issues, and recommends and coordinates solutions; identifies and monitors long and short range goals and objectives; assures effective communications of issues and strategies.

Develops, implements and evaluates systems and standards for program evaluation, and assures County's activities are in compliance with all applicable laws, policies, and regulations.

Monitors County organization and operations; reviews and evaluates work methods and procedures; develops and implements selected recommendations for improving the County's operations and processes.

Collaborates with Department Heads in preparing the annual budget for submission to the County Commission for approval.

Manages and directs or assigns the activities of the following Departments; Juvenile Detention Center, Juvenile Substance Abuse Crisis Center, DWI/Compliance, Finance, Fire EMS Services, Human Resources, Procurement, Information Technology, Emergency Management, Legal, and Public Works, Facilities Management, Grants and GISC, etc.

Collaborates with the Elected Officials and the directors of the independent board offices: Metro Dispatch, Assessor, Clerk, Treasurer, Sheriff, Probate Judge, Jail Authority (Adult Detention Center), Solid Waste Authority, Smart Growth Commission, Arts Committee, Animal Control Authority, etc.

Meets regularly with department heads to provide direction and guidance; analyzes and evaluates issues and proposals, develops recommendations, and directs the implementation of selected solutions.

Provides staff assistance to County Commission; prepares and presents staff reports, correspondence and County Agendas.

Directs complex and sensitive projects, including economic development, special interest programs and grants and then it will be reported to the County Commission.

Establishes appropriate service and staffing levels within County policy; analyzes workload trends and determines staffing adjustments and personnel assignments; analyzes reports, compiles information and recommends appropriate actions to the Board of Commissioners.

Analyzes and recommends policies and procedures for the orderly conduct of County administrative affairs; directs the preparation of special and recurring reports and analytical studies on a wide variety of administrative and budgetary issues.

Develops effective working relationships with the State legislature, elected officials, and local business and community leaders; coordinates activities with those of other governmental agencies.

Supervisory Controls: The incumbent performs their duties under the supervision of the Board of Commissioners.

Working Conditions: Work is performed in an office setting. Work schedule may include irregular hours. Travel may be required. Frequent bending, reaching and lifting, pushing and carrying items (books reports, etc.), weighing up to ten (10) pounds. Extended periods of sitting per day, may be up to four hours. Occasional climbing of stairs. Coordinated use of eyes, hands and feet in order to operate a motor vehicle. Manual dexterity to operate keyboard instruments.

Required Knowledge and Skills:

- Knowledge of Federal, State and County laws, rules, regulations, and legislative procedures.
- Knowledge of structure and functions of County government, policies and procedures.

- Knowledge of current social, political, and economic trends in state and county government.
- Knowledge of principles, practices, and trends in public administration, leadership, and management.
- Knowledge of the principles and practices of legal, ethical and professional rules of conduct.
- Knowledge of techniques and practices for efficient and cost effective management of resources.
- Knowledge of public sector finances, revenues, taxation, budget and grant protocols.
- Skill in planning, organizing, directing, and controlling complex administrative services for the County.
- Skill in developing and implementing long-range fiscal and operational plans.
- Skill in effectively managing, leading and delegating tasks and authority.
- Skill in assessing and prioritizing multiple tasks, projects and demands.
- Skill in analyzing operational issues, evaluating alternatives, and making recommendations.
- Skill in effectively presenting information to public and professional audiences.
- Skill in planning and implementing policies and procedures.
- Skill in investigating and analyzing complex and sensitive issues and complaint.
- Skill in effectively communicating verbal and written instructions.
- Skill in establishing and maintaining effective working relationships with elected officials, County staff and the general public.
- Skill in commonly known software, such as; Microsoft Outlook, word processing, excel, financial programs etc.

Education and Experience: Bachelors of Arts in Business Administration, Public Administration or related field with five (5) years of management experience.

Certificates and Licenses: Must possess a valid Driver's License.

Conditions of Employment: May be required to pass a post offer-of-employment physical examination.

Disclaimer: Nothing in this job description restricts management's right to assign or reassign duties and responsibilities to this job at any time.

Approvals:

Department Director: _____

Date: _____

HR Director: Regina Gomez

Date: 8/29/16

Employee Acknowledgement:

Employee: CCP

Date: 8-29-16