

**EMPLOYMENT CONTRACT
BETWEEN THE
BOARD OF COUNTY COMMISSIONERS
OF
OTERO COUNTY, NEW MEXICO
AND
PAMELA S. HELTNER**

This Agreement is entered into effective the 9th day of December 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF OTERO COUNTY, NEW MEXICO, (hereinafter referred to as “Employer”) and PAMELA S. HELTNER (hereinafter referred to as “Manager”).

The purpose of this Agreement is to specify the terms and conditions of employment for Manager in her capacity as Otero County Manager, and other relations, interactions, and activities of the Employer and Commissioners, individually, as they relate to Manager. Any reference to Board or Commission in this Agreement means the Board of County Commissioners of Otero County, New Mexico.

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES:

SECTION 1 -- TERM OF EMPLOYMENT:

The initial term of employment provided for in this Agreement is from the date of this Agreement for a period of four years through December 8, 2020. The Agreement is subject to at will termination and a six-month (6) or a twelve-month (12) month severance package as specified in Section 4 and 6 below. The four-year term may be extended as provided in this Agreement.

SECTION 2 -- MANAGER’S GENERAL RESPONSIBILITY:

Manager will serve as the chief administrative officer of the County and will work under the supervision of the County Commission and shall receive and follow the directives of the Board through and by a majority vote of the Board in any legally held meeting.

Manager is expected to utilize those resources provided to the maximum benefit of the citizens of the County of Otero. Manager will at all times faithfully, industriously, and to the best of her ability perform all the duties assigned to her position. Manager shall do that which is within her power to assure that all County functions directed by her are performed in a manner consistent with the laws of the United States, the laws of the State of New Mexico, and Resolutions and Ordinances of the County of Otero.

Manager shall do all things directed of her by action of the Board of County Commissioners which Manager has no reason to believe are inconsistent with any law of the United States or the State of New Mexico. Manager shall not take direction or do anything at the direction of one or more Commissioners, if such direction was not acted upon at a properly convened meeting of the Board, provided however that Manager may respond to requests by individual Commissioners for information concerning issues of concern to the Commission, including periodic status reports on pending matters. Additionally, Manager may consistent with the provisions of the New Mexico Open Meetings Act and Public Records Act, communicate with and receive direction from one or more Commissioners in the event such communication and direction is made necessary by the existence of an emergency necessitating immediate response to protect the health, safety and general welfare of the citizens of Otero County.

Manager will be an FLSA-exempt employee, not subject to overtime compensation or accrual of compensatory time. Manager is expected to keep customary office hours and to complete a demanding work schedule consistent with the position held. Flexibility relating to Manager's hours, in terms of number of hours worked in any week or the schedule of hours worked, is granted and required, relevant to the demands of the position.

Manager and Employer will communicate via agreed upon methods for the purpose of keeping each other informed of Manager's activities and of issues of concern to Employer. Manager will strive to establish positive relations with the community, elected leadership and with representatives of the media.

Manager is expected to treat Employer and individual Commissioners with proper respect and dignity.

SECTION 3 -- EMPLOYER'S GENERAL RESPONSIBILITY:

Employer shall establish clear and reasonable goals to which Manager may strive. Employer will provide Manager with necessary resources with which to achieve these goals, and shall give Manager necessary latitude in determining required resources.

Employer shall allow Manager to exercise those management responsibilities assigned in a professional manner. Employer shall allow Manager the opportunity to provide input into matters being debated before the Commission which impact Manager's ability to manage the affairs of the County, or matters in which Manager, in her capacity as County Manager, is expected to be or should be knowledgeable.

To the extent allowable under the laws of the State of New Mexico the Employer agrees that it shall defend, hold harmless and indemnify the Manager from any and all demands, claims, suits and legal proceedings brought against the Manager in her official capacity as County Manager provided the incident arose while the Manager was acting within the scope of her employment. Except that in no case will individual Commission members be considered

personally liable for indemnifying the Manager against demands, claims, suits, actions and legal proceedings. This section shall survive the termination of this agreement.

SECTION 4 -- TERMINATION OF EMPLOYMENT:

Employer may terminate Manager at-will, and without cause, upon a majority vote of the County Commission. In the event of such termination, Manager shall be entitled to receive severance pay as described in Section 6 below.

Manager may terminate employment only after giving thirty (30) days' notice to Employer, and Employer, by vote of the Commission, may elect to reduce this notice requirement if it deems it appropriate to do so.

SECTION 5 -- RENEWAL OF AGREEMENT/RENEGOTIATION:

No less than six (6) months before the scheduled termination of this Agreement Manager shall notify the County commission in writing of her intent to re-negotiate the terms of this agreement.

If, within one (1) month of the scheduled termination of this Agreement, a decision to allow termination of the Agreement has not been made, or a new Agreement has not be agreed upon by both parties to this Agreement, then, all aspects of this Agreement shall remain in force and be binding upon both parties until:

- a) a new Agreement is adopted by the parties;
- b) a date specified by Manager on which she agrees to terminate said Agreement, providing Manager gives at least one (1) month notice in writing.
- c) the commission elects to terminate this agreement subject to the severance pay provisions contained herein.

SECTION 6 -- COMPENSATION:

The annual salary for Manager shall be Ninety-One Thousand One Hundred and Thirty One Dollars (\$91,131.00) per year. Salary will be determined annually on or about her date of hire by the Commission and based on the work load assigned to the Manager, annual evaluations, and other factors the Commission may wish to consider. Manager shall receive merit increases approved by the Board of County Commissioners pursuant to an annual evaluation process which will commence with the Manager giving notice of her intent to renegotiate the terms of this agreement.

Manager's salary shall be subject to all required deductions such as Federal and State Income tax, FICA, Medicare, and Worker's Compensation. In addition, Employee shall designate such other deductions such as retirement, health, dental, vision, life and other insurance programs provided generally by Employer to its employees as she desires to participate in. In the event that Manager elects to participate in a County sponsored health, dental, or vision program the County agrees to pay 100% of the coverage costs for said coverage or coverages.

Manager will also be provided with a County owned automobile, for use in business related travel and for the purpose of commuting to and from work on a daily basis consistent with the County's policy on personal use of County vehicles and providing the vehicle is not used for personal errands or to transport either family members or other non business invitees. In the event that Manager is required to use her personal vehicle because the County vehicle is not available for any reason, she will be paid mileage and per diem pursuant to NMSA 1978 §10-8-1 et seq and the then effective County Mileage and Perdiem Resolution.

Employer shall allow and encourage Manager to participate in appropriate professional associations, boards or committees associated with the responsibilities assigned to Manager. Employer shall allow and encourage Manager to attend available training seminars or educational courses relative to Manager's responsibilities, within the confines of approved budgetary allowances, and subject to the advice and consent of the County Commission. The County will budget the sum of one thousand (\$1,000.00) for the purpose of reimbursing manager for dues, meals and other expenses associated with her commitment to involvement in community clubs, organizations, and affairs. Reimbursement shall be in accordance with the then effective County Resolution for reimbursement of mileage and travel expenses, with the exception that functions occurring in Alamogordo as the County seat shall also be entitled to reimbursement under this provision.

Manager shall provide Employee with the use of a cell phone, computer and any other electronic equipment as set forth by the Board of County Commission.

Manager's compensation shall not be reduced during the term of this contract or during any extensions provided under this Agreement.

In the event of an at-will termination, as provided in this Agreement, Manager shall receive three hundred and sixty-five (365) days compensation/severance pay based on the salary of Manager at the time of termination. However, if there is a unanimous vote to terminate Manager, Manager shall be entitled to receive one hundred and eighty (180) days only of compensation/severance pay based on the salary of the Manager at the time of termination.

Nothing in this Agreement shall preclude Employer from increasing the compensation amounts provided for in this section based on an annual evaluation of Manager's performance if Employer so desires.

SECTION 7 -- BENEFITS:

All fringe benefits afforded regular employees of the County of Otero, established by policy or custom, save and except those exceptions noted in this Agreement shall be granted to Manager. Manager shall make any contribution that is standard and usual for County employees in the participation of and enjoyment of benefit provided by the County.

Manager shall accrue vacation and sick leave at the rate specified in the Otero County Personnel Ordinance for regular forty (40) hour per week employees.

Manager will coordinate vacation time or any other extended absences with the Commission, and shall provide Employer with two (2) weeks advance notice of any absence of a week or longer. Manager is required to assure that in her absence matters are properly addressed as if she were present, to the best of her ability. During vacation, the Manager is required to keep in regular contact with the County staff and Commission and shall continue to provide direction and be available for consultation as needed.

SECTION 8 -- 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. No waiver or modification of this Agreement or any condition or limitation herein contained will be valid unless duly executed by the Commission and Manager. This Agreement shall prevail over any conflicting personnel provisions of the County's by-laws, policies, Ordinances or Rules and Regulations.

SECTION 9 -- APPLICABLE LAW:

The law of the State of New Mexico shall govern the interpretation of this Agreement. Venue for any action brought with respect to this Agreement shall be the District Court of the County of Lincoln, State of New Mexico.

SECTION 10 -- SEVERABILITY:

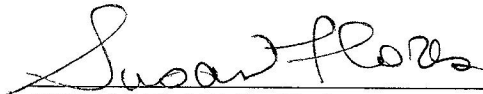
If any of the provisions of this Agreement is declared invalid or unenforceable the remaining provisions will not be affected and will remain in full force and effect.

SECTION 11 -- ASSIGNMENT:

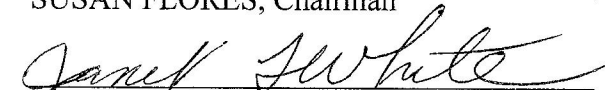
Neither of the parties to this Agreement may assign any rights, obligations, or interest arising from this Agreement in whole or in part without the express written consent of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.


**EMPLOYER:
BOARD OF COUNTY COMMISSIONERS
OF OTERO COUNTY:**



SUSAN FLORES, Chairman




JANET T. WHITE, Vice Chairwoman



RONNY RARDIN, Member

ATTEST:



Denise Guerra, Otero County Clerk

EMPLOYEE:



PAMELA S. HELTNER

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**



Lisa Jenkins, Otero County Attorney