

EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered this 22nd day of March , 2017, by and between Torrance County, New Mexico, hereinafter "Employer", and Belinda Garland, hereinafter "Employee".

WHEREAS, Employer desires to employ Employee as County Manager of Torrance County and Employee desires to accept employment from the Employer on the terms and conditions set out herein.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. EMPLOYMENT: Employee is hereby employed as County Manager for Torrance County on the terms set out herein.
2. TERM OF EMPLOYMENT: The term of this agreement shall commence on April 8, 2017 and continue through April 7 ,2019, subject to the terms and conditions set forth herein. The Employee will receive an annual evaluation by the Board of County Commissioners, hereinafter "BOCC". If the evaluation of Employee is satisfactory, the Employee's services will be retained and her salary shall be adjusted accordingly. At the end of the first term of employment under this contract, the Employee's term of employment shall renew for an additional period of two (2) years unless notice of non-renewal is reasonably provided to Employee not less than sixty (60) days prior to April 7, 2019 .
3. EMPLOYEE AT WILL. The Employee is a FLSA exempt professional level, at will employee and may be terminated at any time with or without cause. Employee is not entitled to grievance or other due process procedures under the Torrance County Personnel Policy. The Employee may resign her position at any time and shall provide reasonable notice of not less than sixty (60) days prior to her final day to the Employer.
4. DUTIES OF EMPLOYEE: The Employee, as County Manager, shall be the Chief Administrative Officer of the County's defined in the job description attached hereto. Her duties shall include day to day management of the County pursuant to the policies adopted by the BOCC; overseeing compliance with all statutes, ordinances, rules, regulations, and policies enacted by the State of New Mexico and the BOCC, and other duties, including, but not limited to, representation of the County on various boards and committees as directed by the BOCC. Employee will perform all duties assigned to her to the best of her ability and to the reasonable satisfaction of BOCC. The County



Manager will consult with the Torrance County Attorney on a regular basis regarding legal matters affecting Torrance County. The County Manager shall perform her duties at the Torrance County Administration Building or such other place or places as the business of the County may require.

5. COMPENSATION: The Employer agrees to pay Employee for her services rendered pursuant to this contract a base salary of \$75,000.00 for the first year of this agreement, payable in installments at the time as other management employees of the Employer are paid. Said compensation may be increased from time to time provided that any such increase shall be at the sole discretion of the BOCC. Notwithstanding the foregoing, after the first year and each year thereafter, the Employee's base salary shall increase by not less than the same percentage granted by the BOCC to other management employees of Torrance County.

Employer shall reimburse Employee for all necessary expenses incurred by Employee 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.

6. PAID TIME OFF/SICK LEAVE. The Employee shall be entitled to 4.61 hours of annual leave as well as 4.61 hours of sick leave per pay period. Accrued annual leave is capped at 160 hours. Accrued sick leave is capped at 480 hours.
7. PERFORMANCE APPRAISAL.
 - a. Within thirty (30) days of this employment agreement, the BOCC and Employee shall, in writing, define goals and performance objectives which they determine necessary for the proper operation of the Employer and to attain the BOCC's policy objectives. Further, relative priority shall be established among those various goals and objectives. They shall be generally achievable within the time limitations specified and the annual operating and capital budgets and appropriations provided.
 - b. The BOCC shall review and evaluate the performance of Employee annually with the next evaluation to be conducted prior to March 9, 2018. Said review and evaluation shall be in accordance with specific criteria, including subsequent amendments, developed jointly by the Employer and Employee. Further, the BOCC shall provide Employee with a summary written statement of its findings at least ten (10) days prior to any meeting in which said findings will be discussed or reviewed and shall provide an adequate opportunity for Employee to discuss her evaluation with them.
8. AUTOMOBILE. Employee's duties require that she shall have the use, at all times during her employment of an automobile provided to her by the Employer for official use only. This automobile is not a take home vehicle and must remain at the county offices when not being used for official duties. The Employer shall be responsible for



the liability, property damage and comprehensive insurance associated with Employee's use of the automobile and for all maintenance and repair and operating expenses associated with Employee's use of the automobile. Income tax liabilities, if any, associated with Employee's use of the automobile shall be her sole responsibility, pursuant to IRS guidelines.

9. **BENEFITS.** The Employee is a participant in the deferred compensation plan of New Mexico PERA. The Employee shall receive the same contribution toward NM PERA as provided by the Employer for other supervisory personnel under NM PERA or other state operated and managed retirement plan in which Employer's supervisory personnel participate. The Employee shall also receive all other benefits offered to other full time employees, including, but not limited to, health, dental, vision and life insurance. The Employee will also be provided with a cellular telephone and Employer shall pay for all cellular telephone charges incurred.

10. **OUTSIDE EMPLOYMENT.** Employee is hired in a full time, exclusive capacity and shall devote her full time and effort to the performance of her duties hereunder; provided, however, that upon prior consent of BOCC, Employee shall be entitled to accept occasional professional teaching, consulting, or speaking engagements which do not conflict with the performance of her duties as County Manager. The parties acknowledge that Employee is engaged in a family cattle operation at the time this agreement is entered and that said business shall not be deemed a breach of this provision.

11. **DUES, SUBSCRIPTIONS, AND PROFESSIONAL DEVELOPMENT.**
 - a. Employer agrees, subject to annual budget approval, to pay the professional dues and subscriptions of Employee to national, regional, state and local associations hereinafter determined necessary and desirable for her continued professional participation, growth and advancement and for the benefit of the Employer. In addition, Employer agrees, subject to annual budget approval, to pay the travel and subsistence expenses for the attendance at regularly scheduled annual meeting(s) of such professional organizations.
 - b. Additionally, the Employer agrees, subject to annual budget approval, to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for professional development of Employee.

12. **INDEMNIFICATION AND BONDING.** Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim, demand or other legal action, whether meritorious or not, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of Employee's duties as County Manager. The Employer shall defend, compromise and settle any such claim or suit and pay the amount of any settlement or judgment. It is understood and agreed that the obligation of the Employer to save Employee harmless and to



indemnify her does not extend to acts of Employees which are criminal in nature or were not directly related to the performance of Employee's duties. Employer shall bear the full cost of any fidelity or other bond required of Employee under any federal, state or local law or ordinance.

13. APPROPRIATION OF FUNDS. For purposes of compliance with the Bateman Act, NMSA 1978 §6-6-11 as it may be applicable, the funding of this contract for the period from the date hereof to June 30, 2017 shall be made from current fiscal year funds. The funding for the portion of the contract from July 1, 2017 through June 30, 2018 shall be made from funds budgeted and allocated in the fiscal year commencing July 1, 2017. Funding for the remainder of the contract period, and any renewal, shall be made from funds budgeted and allocated in each fiscal year of the contract. Payment is subject to availability of funds and is contingent upon sufficient appropriations and authorization being made by the BOCC. If sufficient appropriations and authorizations are not made by the BOCC, this agreement shall terminate immediately upon written notice being given by the Employer to Employee. The BOCC's decision as to whether sufficient appropriations are available shall be final. If the BOCC proposes an amendment to this agreement, unilaterally reducing funding, Employee shall have the option to terminate this agreement, or to agree to the reduced funding within 60 days of receipt of the proposed amendment.

14. TERMINATION/SEVERANCE. Employer may terminate Employee at any time during this contract, with or without cause. In the event of termination without cause, or the non-renewal of this agreement, Employee shall receive a lump sum payment equal to the balance of this contract or 60 days compensation, whichever is less, including all accrued annual leave and half of the accrued sick leave. In addition, Employer shall pay all insurance premiums for existing coverage for an additional three months after the effective date of termination. The balance of the contract and all accrued annual leave, including half of the accrued sick leave, shall be paid in a lump sum within ten working days of the last day of employment. All funds defined herein shall be budgeted and appropriated in the first year of this agreement. More specifically, in order to comply with New Mexico Law, the maximum two (2) month severance, and all funds required to pay the benefits described in this paragraph, shall be appropriated from the budget in the year in which the contract is executed; the funds shall remain isolated in an independent budget account until such time as this contract expires or is terminated by its terms. All funds required for the entire severance shall be allocated from the budgetary year in which this contract is executed. In the event Employee 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 her position.



15. SEVERABILITY. Should any provision of this agreement be held unlawful or unenforceable by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force for the duration of this agreement.

16. NOTICES. Notices pursuant to this agreement shall be given by deposit in the United States Postal Service, postage prepaid and addressed as follows:

EMPLOYER
Chairman, Torrance County
Board of Commissioners
P.O. Box 48
Estancia, NM 87016

EMPLOYEE
Belinda Garland
9181 Hwy 337
Estancia, NM 87016

Alternatively, notices required pursuant to this agreement may be personally served as prescribed by the NM Rules of Civil Procedure. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States mail.

17. COMMISSION APPROVAL. This Employment Agreement is subject to approval by the Torrance County Board of Commissioners.

IN WITNESS WHEREOF, the Employer has caused this agreement to be signed and executed on its behalf by the Chairman of the Board of County Commissioners and County Clerk and the Employee has signed and executed this agreement the day and year first above written.

EMPLOYER

EMPLOYEE

BY: 
CHAIRMAN, BOARD OF COUNTY
COMMISSIONERS

BY: 
BELINDA GARLAND

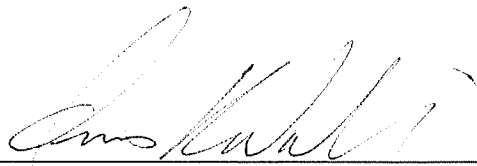
ATTEST:


TORRANCE COUNTY CLERK



APPROVED AS TO LEGAL FORM AND SUFFICIENCY:





TORRANCE COUNTY ATTORNEY

