

INTERIM COUNTY MANAGER CONTRACT

Whereas, Charles B. McMahon currently serves in the position of Assistant County Manager of Operations, a classified position in accordance with the Code of Doña Ana County Chapter 45.; and

Whereas, the Board of County Commissioners (“BOCC”) wish to appoint Charles B. McMahon (“Employee”) to serve as Interim County Manager; and

Whereas, Employee and the BOCC wish to define the salary, benefits, and stipends of the position of Interim County Manager.

Now Therefore, in consideration of the mutual promises and agreements contained in this agreement, the parties mutual agree to the above recitals and further agree as follows:

Article 1. Services to be Provided: Employee shall serve as the Interim County Manager of Doña Ana County at the direction of the BOCC. As Interim County Manager Employee shall remain a classified employee as defined in the Code of Doña Ana County Chapter 45.

Article 2. Place of Performance: The Interim County Manager shall perform the required services primarily at the Doña Ana County Government Center. However, The Interim County Manager will, on occasion be required to carry out his/her responsibilities at locations other than the Government Center. The County agrees to provide the Interim County Manager with office facilities, secretarial/reception staff, and all necessary supplies to carry out the duties of County Manager. The Interim County Manager will be required to travel intra- and inter-state from time to time.

Article 3. Term of Agreement: The term of this agreement shall be from May 2, 2017 through May 1, 2018 subject to Article 9, Termination set forth below.

Article 4. Authority of Interim County Manager: As Interim County Manager, Employee shall have all authority as a County Manager bestowed by Section 4-38-19 (NMSA 1978), the Code of Doña Ana County Chapters 14 and 45 and such other authority delegated by the Board of County Commissioners.

Article 5. Compensation: Doña Ana County will pay Employee an annual base salary of \$144,259.32 for a temporary assignment as set forth in the Human Resources Policies and Procedures section V.5., payable in 26 equal increments to coincide with the County’s biweekly pay periods. The term of employment may be modified by written agreement of the County and Employee. Employee is an FLSA exempt employee, and as such, is not eligible to receive overtime compensation or compensatory time.

Article 6. Benefits. All accrued annual and sick leave balances and other leave balances from the previous agreement as Assistant County Manager of Operations shall be incorporated into this agreement.

- A. Sick Leave.** Employee will accrue 4.00 hours of sick leave per pay period. Unused sick leave will be carried over from year to year. There shall be no compensation for unused sick leave upon termination of this agreement unless otherwise provided in the Human Resources Policies and Procedures which address compensation for sick leave.
- B. Vacation Leave.** Employee will receive 160 hours of vacation leave per contract year. The vacation leave will be credited annually to Employees leave account at the end of the first full pay period of July. Unused annual leave will be carried over from year to year of the contract or subsequent contract renewals in any position within Doña Ana County.
- C. Administrative Leave.** Employee is not authorized overtime or compensatory overtime but will receive 88 hours of administrative leave per agreement year. The administrative leave account will be credited annually to Employee's administrative leave account at the end of the first full pay period of July. If Employee terminates this agreement and leaves employment of the County, all unused administrative leave will be forfeited. If upon termination of the agreement Employee remains employed with Doña Ana County, Employee will retain any administrative leave remaining in his administrative leave account.
- D. Benefits as other County Employees.** Employee shall also be entitled to health, dental, vision and life insurance on the same basis as other classified employees. Employee will be enrolled in PERA and be entitled to all PERA benefits. Employee is entitled to the same protections as other classified employees.
- E. Cellular Phone.** The County shall pay Employee a monthly stipend of \$125.00 for the use of a cell phone. Employee will be responsible for all costs associated with the purchase and use of the cell phone.
- F. Travel.** The County shall pay Employee a monthly stipend of \$250 for the use of his personal vehicle for travel. For travel outside of the County, Employee's travel will be governed by the relevant state law and county travel policy.

Article 7. Promotion. Nothing in this agreement shall prevent or preclude the Employee from applying for or being considered for the County Manager position.

Article 8. Notice. Any correspondence relating to this agreement, including notice required by the agreement, will be mailed by certified mail or personally delivered with a hand receipt to the following addresses:

Chairperson, Board of County Commissioners
845 N. Motel Blvd
Las Cruces, NM 88007

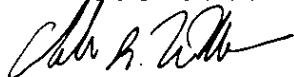
Charles McMahon
2710 Boldt Street
Las Cruces, NM 88005

Article 9. Termination. This agreement may be terminated by either party with or without notice. This agreement will automatically terminate on the date set forth in Article 2 above or upon the hiring of a permanent County Manager. Upon termination of this agreement, Employee will return to his position as Assistant County Manager of Operations. Employee shall at all times under this agreement and upon termination of this agreement retain his status as a classified employee with all the protections afforded by the policies and procedures governing such employees.

Article 10. This agreement shall not be altered, changed or amended except by a written instrument signed by both parties.

Article 11. Governing Law. This Agreement shall be construed in accordance with New Mexico Law.

INTERIM COUNTY MANAGER



 Charles B. McMahon

Date: 2 MAY 2017

BOARD OF COUNTY COMMISSIONERS
 OF DOÑA ANA COUNTY, NEW MEXICO



 Isabella Solis, Chairperson

Date: 5/2/2017

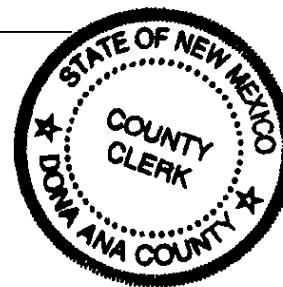


ATTEST:



 Scott Kraehling, County Clerk

Date: 5/9/17



COUNTY OF DONA ANA) CONTRACT
 STATE OF NEW MEXICO) ss PAGES: 3

I Hereby Certify That This Instrument Was Filed for
 Record On MAY 9, 2017 08:59:27 AM
 And Was Duly Recorded as Instrument # 1710778
 Of The Records Of Dona Ana County



Witness My Hand And Seal Of Office,
 Scott Kraehling, County Clerk, Dona Ana, NM

Deputy Laiza Rodriguez