

STATE OF NEW MEXICO

COUNTY OF GRANT

RESOLUTION # 03-21

EMPLOYMENT AGREEMENT FOR COUNTY MANAGER

THIS AGREEMENT is made between Arthur Harry Burgess, hereinafter also referred to as the "County Manager", and the Grant County Board of County Commissioners hereinafter also referred to as the "BCC", is made and entered into in Silver City, New Mexico on this 30th day of September, 2003.

RECITALS

WHEREAS the BCC desires to hire a County Manager to serve as the Chief Administrative Officer of the County Government of Grant County, New Mexico and is so authorized under New Mexico law; and,

WHEREAS, the BCC desires to retain Arthur Harry Burgess in the position of County Manager, and he has accepted that position; and,

WHEREAS, the BCC and Arthur Harry Burgess desire to commit to writing their agreement and understanding with respect to his employment as County Manager.

NOW THEREFORE, the parties hereby agree as follows:

A. EMPLOYMENT:

The BCC hereby employs and hires Arthur Harry Burgess as its County Manager and he hereby accepts and agrees to such hiring and employment, subject to the general supervision and direction of the members of the Grant County Commission and specific provisions of New Mexico State Law. The County Manager shall serve as the Chief Administrative Officer of the Grant County Government and shall be under the direct supervision of the Grant County Commission. The County Manager shall follow the directions, policies and guidelines adopted by the County Commission and shall assume those responsibilities which may be delegated to him by the County Commission.

B. BEST EFFORTS:

The County Manager agrees that he will at all times faithfully, industriously, and to the best of his ability, experience and talents, perform all the duties that are assigned to him pursuant to the express and implicit terms hereof to the reasonable satisfaction of the BCC. The County Manager agrees to consult and gain approval of the BCC regarding matters of policy and the BCC agrees that the County Manager will conduct the administrative and executive duties of the County pursuant to applicable law and policy. The County Manager will consult with the Grant County Attorney on a regular basis regarding legal matters affecting the County of Grant. The County Manager shall perform his duties at the Grant County Administrative Complex in Silver City, NM, and at such other place or places as the County shall require.

C. TERM OF EMPLOYMENT:

The term of this agreement shall begin December 1, 2003 and shall terminate on December 1, 2005.

D. COMPENSATION:

The BCC shall pay the County Manager an annual salary of \$70,000 per year, which salary shall not be decreased during the term of this employment agreement. Said compensation may be increased from time to time provided that any such increase shall be at the sole discretion of the BCC.

Prior to December 1, 2004, The Board of County Commissioners shall conduct an evaluation of the County Manager's performance. This process shall culminate in a written evaluation which shall be presented to the County Manager and entered into his personnel file. Provided that the evaluation finds the County Manager's performance to be satisfactory (or better), the County Commission shall increase the County Manager's total salary 2% to 5%, based upon a decision by the County Commission.

The BCC shall reimburse the County Manager for all necessary expenses incurred by the County Manager while traveling pursuant to County business, provided that all such reimbursements shall be made in accordance with the provisions of applicable state laws and regulations.

E. FRINGE BENEFITS:

The County Manager shall be entitled to the same fringe benefits, including dental and health insurance, deferred compensation and retirement, and any other fringe benefits that may be adopted during the term of this contract, as any other County employee.

Notwithstanding the preceding sentence, the County Manager will be entitled to a minimum of 160 hours of paid annual leave per year, prorated per month by the payroll department. In addition, the County will pay 100% of the cost of the health, dental, and life insurance premiums for the programs offered by the county in which the County Manager is enrolled.

The BCC also agrees to pay 75% of the County Manager's personal contributions to PERA, and agrees to match the County Manager's personal contributions to the County's deferred compensation plan up to a limit of \$100 per pay period.

The BCC agrees to pay all tuition, fees, and book expenses for up to one college-level course per semester, providing that the course is related to the duties of the County Manager. If the County Manager withdraws from or fails to pass a course, he agrees to refund to the county all costs associated with that course.

The County Manager will be paid a sum of \$500 per month (in addition to his base salary) as a car allowance. The County Manager will thus be responsible for providing his own vehicle in which to conduct county business, and the County Manager will be responsible for all expenses related to the operation of said vehicle (cost of vehicle,

insurance, maintenance, fuel, repairs). The only exception to this clause is that the County Manager will be entitled to mileage expenses for out-of-county travel.

The County Manager is a professional staff member of the County and shall not be entitled to overtime compensation.

The BCC agrees to pay annual dues for the County Manager's membership in the International City/County Management Association (ICMA).

F. TERMINATION:

The County may terminate the County Manager at any time during this contract. In the event of termination, the County Manager shall receive a lump sum payment equal to the balance of this contract, including all accrued annual leave. In addition, the County shall pay all health insurance premiums for existing coverage for an additional three months (6 pay periods) after the effective date of termination. The balance of the contract and all accrued annual leave will be paid in a lump sum within 10 working days of the last day of employment. The County Manager will not be eligible for the grievance process in the event of termination.

In the event the County Manager voluntarily resigns his position with the County, he will forego the stipulations of the preceding paragraph and will be eligible only for payment of his accrued salary, benefits, and severance pay. The County Manager will give a minimum of sixty (60) days written notice in advance of such resignation, unless the parties agree otherwise.

G. SEVERANCE PAY

The County Manager will accumulate severance pay at a rate of two weeks per year for each year of service in that position (prorated for time accumulated), not to exceed a total of twelve (12) weeks of severance credit. Severance pay will be paid beginning from the effective date of termination, irrespective of the termination being voluntary or involuntary. The County may deny severance pay only if the County Commission certifies in its Notice of Termination that the reason for the termination is the gross negligence or malfeasance in office of the County Manager, conviction of a criminal offense involving moral turpitude, becomes drug or alcohol dependent or is committed for detoxification or mental incompetency. Otherwise, the County Manager shall begin receiving severance pay not later than the next regular county pay day after the effective date of discharge.

H. RENEWAL:

This agreement may be renewed for an additional two-year period by resolution of the Board of County Commissioners, made and adopted before October 1, 2005. Any renewal of this contract shall be at a compensation level equal to or greater than the current rate of compensation provided for in this agreement. The County Manager is not eligible for the grievance process in the event of non-renewal.

I. MODIFICATION:

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

J. SEVERABILITY:

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

K. ASSIGNMENT:

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

L. PERIODIC REVIEW:

The parties agree to meet, confer, and review the terms of this contract on an annual basis on or about the successive anniversary date of this contract.

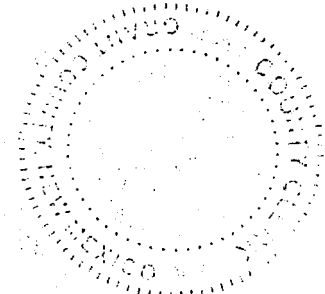
M. ENTIRE AGREEMENT:

The terms of this contract shall be effective upon execution of the parties and contract may be executed by facsimile counterparts. The fourteen (14) paragraphs contained in contract for Legal Services is the entire employment agreement between the parties and any and all other prior negotiations, statements, agreements, understandings, conditions or requirements express or implied, are hereby superseded and of no further effect.

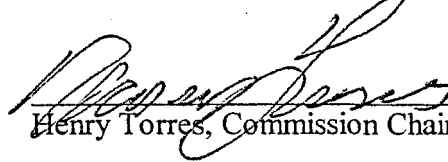
N. APPLICABLE LAW:

This contract shall be governed by the laws of the State of New Mexico.

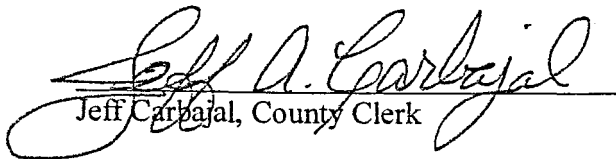
IN WITNESS WHEREOF, the undersigned do hereby execute this agreement on the 30th day of September, 2003.

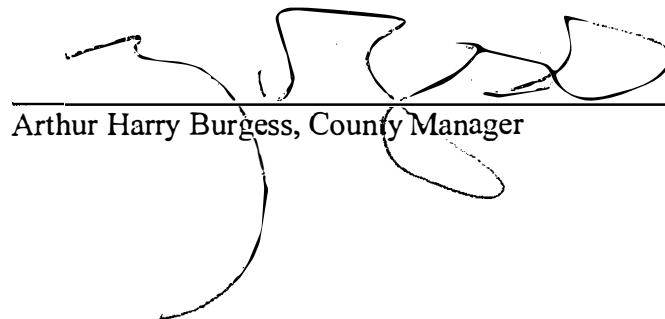


GRANT COUNTY BOARD OF COMMISSIONERS


Henry Torres, Commission Chairman

ATTEST:


Jeff Carbajal, County Clerk


Arthur Harry Burgess, County Manager