

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Board of County Commissioners of the County of Bernalillo, New Mexico (hereinafter, the “Board”) and Julie Morgas Baca, a professional manager (hereinafter referred to as “Baca”).

WITNESSETH:

WHEREAS, the Board is responsible for governing Bernalillo County, New Mexico (the “County”), and desires to obtain the assistance of a professional manager to administer and operate the County government under the Board’s policies and direction; and

WHEREAS, Baca is duly qualified by training and experience to provide such services,

NOW THEREFORE, for the consideration stated below, the parties agree as follows.

1. **TERM:** This Agreement shall be in effect from October 3, 2015 through September 30, 2018, unless earlier terminated as provided below. The parties may negotiate and agree to extend this Agreement on any terms that are mutually agreeable.

2. **COMPENSATION:** Baca shall receive an initial annual salary of One Hundred and Seventy Five Thousand (\$175,000.00) The Board agrees to review Baca’s compensation annually, and may make adjustments to that compensation in its discretion.

3. **DUTIES AND RESPONSIBILITIES:** Baca shall perform the duties of the position of County Manager, to conduct the business of the County pursuant to the direction of the Board. Baca recognizes that the Board sets the policy and direction of

the County through ordinances and regulations and the Board recognizes and agrees that Baca has full authority over the day to day operations of the County. Pursuant to Article III, Division 2 of the Bernalillo County Code and the Employment Relations Rules and Regulations, the Board appoints Baca as its designated representative for purposes of administration and implementation thereof. Baca understands that the County is her principal employer and she agrees to devote her full time and attention in her professional life to the management of the County.

4. **CLASSIFICATION:** Baca shall be considered an unclassified employee as defined by Bernalillo County Code, Article III, Division 3, and its corresponding rules and regulations. Baca shall be entitled to all privileges and benefits afforded unclassified employees of the County.

5. **OTHER BENEFITS:**

A. **Expense Reimbursement:** The County shall reimburse Baca for reasonable expenses incurred by her in the performance of her duties under this Agreement. Baca agrees to provide appropriate documentation for any and all expenses for which she requests reimbursement under this provision.

B. **Professional Memberships and Dues:** The County shall pay for Baca's membership in professional societies and associations, such as ICMA, and shall also pay fees necessary to maintain any licenses or bonds required for Baca to perform her duties under this Agreement.

C. **Vehicle:** The County shall furnish Baca with a County vehicle to be used by her for the performance of her duties and reasonable de-minimis personal use in accordance with rules and regulations promulgated by the Board.

6. **TERMINATION FOR CAUSE:** The Board may terminate this Agreement for cause at any time. For purposes of this Agreement, “cause” shall include, but is not limited to: failure to perform her duties to the sole satisfaction of the Board; any misconduct or malfeasance; waste or misuse of County assets; fraud; misrepresentation; embezzlement; commission of a felony, a crime of moral turpitude, or any other good and just cause as determined by the Board. If the Board terminates this Agreement for cause as provided herein, it shall provide Baca with written notice of the basis for the termination and it shall otherwise have no further obligation to Baca, except as otherwise provided by law

7. **TERMINATION WITHOUT CAUSE:** The Board may terminate this Agreement without cause upon 90 days’ written notice to Baca.

8. **SEVERANCE UPON TERMINATION WITHOUT CAUSE:** In the event that the Board exercises its right to terminate this Agreement without **cause, the Board agrees to pay Baca** a severance payment equal to six months’ salary and benefits, the salary to be calculated at her then-current rate of pay, and the benefits shall be equal to the value of benefits she is receiving at the time of the Board’s decision to terminate the Agreement without cause, including the cost of health insurance. If the Board exercises its right to terminate this Agreement without cause less than six months prior to the end of the term of this Agreement, the Board agrees to pay Baca a severance package including salary and benefits at her then-current rate of pay and the cost of health insurance for the coverage Baca has in place at the time of termination equal to the time remaining in the term of this Agreement. For purposes of this provision, “benefits” shall not include the value of the County vehicle or County cell phone or other equipment

provided to Baca for her use pursuant to this Agreement. Baca shall cease to accrue sick leave or annual leave following the date that the Board gives notice of its intent to terminate this Agreement without cause. The payments described herein may be paid to Baca in a lump sum or in regular monthly installments at the discretion of the Board.

9. **TERMINATION BY BACA:** Baca may terminate this Agreement at any time upon 90 days' written notice to the Board.

10. **WAIVER OF BREACH OF AGREEMENT:** If either party waives a breach of this Agreement by the other party, that waiver shall not operate or be construed as a waiver of subsequent breaches.

11. **BOARD MAY ASSIGN AGREEMENT:** The Board's rights and obligations under this Agreement will inure to the benefit of and be binding upon its successors and assignees.

12. **NON-APPROPRIATIONS:** The terms of this Agreement are subject to the approval and existence of adequate funding by the County.

13. **NOTICES:** All notices under this Agreement shall be mailed to the parties at the following respective addresses:

Board  
Board of County Commissioners of  
The County of Bernalillo  
Attn: Chair  
One Civic Plaza NW, 10<sup>th</sup> floor  
Albuquerque, New Mexico 87102

Baca

14. **POLITICAL CONTRIBUTION/SOLICITATION PROHIBITED:**  
Baca shall not contribute to any County political campaign, nor shall she solicit contributions from any vendor or any other person for a political contribution on behalf of any individual or any political cause.

15. **SEVERABILITY:** The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted.

16. **ENTIRE AGREEMENT:** This document constitutes the entire Agreement between the parties relating to the subject matter herein. This Agreement may only be amended in writing by a document signed by both parties. No oral agreement or promise shall have any effect on the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2015, in Bernalillo County, New Mexico.

EMPLOYEE

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Julie Morgas Baca

\_\_\_\_\_  
Maggie Hart Stebbins, Chair

\_\_\_\_\_  
Art De La Cruz, Vice Chair

\_\_\_\_\_  
Debbie O'Malley, Member

\_\_\_\_\_  
Lonnie C. Talbert, Member

\_\_\_\_\_  
Wayne A. Johnson, Member

Approved as to form

\_\_\_\_\_  
County Legal Department

ATTEST:

\_\_\_\_\_  
Maggie Toulouse Oliver  
County Clerk

\_\_\_\_\_  
Date