

CONTRACT OF EMPLOYMENT

This Agreement is made this ____ day of _____, 2021, by and between the City of Bayard ("Bayard") and KRISTINA ORTIZ ("Clerk"), and shall be effective upon the date of execution.

WHEREAS, Kristina Ortiz has been found by the City Council of the City of Bayard to be qualified for the positions of City Clerk and City Treasurer and the City Council has authorized the Mayor to negotiate terms and conditions of employment therefor; and

WHEREAS, in consideration of salary payments and other considerations mentioned herein to be made by the City, Kristina Ortiz agrees to act as City Clerk/Treasurer for Bayard and to carry out to the best of her ability all the duties imposed upon that office by the applicable law and City ordinances, and those other duties as the Council, from time to time, may require of that office.

IT IS THEREFORE, AGREED AS FOLLOWS:

1. TERM: This Agreement is for FIVE (5) years, subject to prior termination as herein provided. Payment of any amount in succeeding years under this Agreement is contingent upon sufficient appropriations and authorizations being otherwise made therefor by the governing body of Bayard. If for any reason sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given to the Clerk by the City. Such termination shall not result in any claim for damages by the Clerk. Bayard 's decision as to whether such other sufficient appropriations are available shall be accepted by the Clerk and shall be final.

2. TERMINATION BY CLERK (WITHOUT CLAUSE): This Agreement may be terminated by Clerk upon thirty (30) days written notice for any reason.
3. TERMINATION BY BAYARD (WITHOUT CLAUSE): This Agreement may be terminated by Bayard on thirty (30) days written notice upon action of a majority of the City Council, except that if the Clerk is terminated by the Council under this paragraph for any reason except "Good Cause" as described below, the Town shall pay Clerk as severance pay an amount equal to three (3) months' salary.
4. TERMINATION (FOR CAUSE): This Agreement may be terminated by Bayard for good cause as described herein. "Good Cause" shall include the failure of Clerk to perform any of the terms and conditions of this contract of employment, including such failures arising from mental or other disability which renders the Clerk incapable of fully performing her obligations under this Agreement for a period in excess of sixty (60) days. "Good Cause" shall also include acts of criminal dishonesty, willful failure to carry out the lawful duties of the position, or conviction of any felony.

If the Council proposed to terminate the Clerk for cause, Clerk shall have the opportunity of a public hearing before the Council.

5. POWERS AND DUTIES: The Clerk shall be the chief administrator of Bayard. The Clerk shall be responsible to the City Council for the proper administration of all affairs of Bayard. To that end, she shall have power and shall be required to do all those acts described in the Bayard City Ordinances, Chapter 3 of the New Mexico Statutes Annotated, and any other laws imposing or delineating the duties of a City Clerk or a City Treasurer.
6. COMPENSATION: Clerk shall receive such compensation as Bayard shall fix from time to time by Resolution or _____. At the outset of this contract of employment, the Town shall fix the compensation for Clerk at _____.

per annum. The Clerk shall be entitled to an annual increase on compensation not to exceed FIVE PERCENT (5%) of his then existing salary, which shall be effective on _____(date) of each succeeding year. The amount of increase shall be at the discretion of the City Council.

7. BENEFITS AND LEAVE: In addition to the salary as set forth herein, Clerk shall receive the benefits of PERA, and shall be permitted to participate in the Accident, Health, and Life Insurance programs available to employees of the City. With respect to Health, Dental, Prescription and Vision Insurance, the City shall pay for ONE HUNDRED PERCENT (100%) of the costs thereof.

Clerk shall accrue and receive vacation, sick leave, professional administrative leave, administrative leave for jury duty and military leave, leaves of personal necessity, funeral leave, and holidays, all in accordance with the existing policies of Bayard as to its employees.

The parties understand that Clerk remains an "at-will" employee and that the benefits and leave package can in no way be construed to change the character of her employment.

8. MISCELLANEOUS PROVISIONS: The City Council shall maintain consistent and clear expectations of the Clerk. Any deviations from these expectations shall be given to the Mayor to develop corrective action for the deviation created by the Clerk. Concerns regarding the Clerk's performance shall be addressed by the Mayor in a timely manner.

9. INVALID PROVISIONS. If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, shall remain enforceable.

CITY OF BAYARD

KRISTINA ORTIZ

by, Mayor