

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("Agreement") is entered into by and between Doña Ana County, New Mexico ("County") and Dr. Scott Andrews ("Manager").

WHEREAS, the parties entered into a County Manager Employment Agreement effective October 7, 2024, which was subsequently renewed and extended by action of the Board of County Commissioners; and

WHEREAS, the parties desire to resolve matters relating to Manager's employment and separation from service in a professional, respectful, and amicable manner, without admission of liability or wrongdoing by any party;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Separation Date

Manager's separation from employment with the County shall become effective on July 21, 2026 ("Separation Date"), unless otherwise mutually agreed by the parties in writing.

2. Separation Compensation and Benefits

In consideration of the promises, releases, and obligations contained herein, the County agrees to provide Manager with the following:

- a. A severance payment equivalent to six (6) months of Manager's base salary, less applicable withholdings and deductions, AND less \$2769.30 (two-thousand seven-hundred and sixty-nine dollars and thirty cents) paid for a personal vehicle stipend (due to continued use of a County vehicle), AND payment of any accrued but unused vacation leave or other earned benefits owed pursuant to the Employment Agreement and County policy, less any applicable withholdings, paid in a lump sum by no later than Friday, July 31, 2026.
- b. Continued cooperation regarding any transition matters reasonably requested by the County during the transition period.

3. Mutual Non-Disparagement

The parties agree that they shall not make, publish, communicate, or otherwise convey any knowingly false, disparaging, defamatory, or malicious statements regarding one another, including statements directed toward County employees, elected officials, community stakeholders, media representatives, or members of the public.

Nothing herein shall prohibit truthful statements required by law, court order, governmental inquiry, or legal process.

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4. Neutral Employment Reference

The County agrees that any future employment inquiries regarding Manager shall be directed to the Human Resources Department for the County. The County shall provide a neutral professional reference consisting of dates of employment, position held, and such mutually agreed professional information as may be appropriate and lawful.

5. General Release

Except as otherwise provided herein, Manager knowingly and voluntarily releases and forever discharges the County, including its current and former elected officials, officers, employees, attorneys, insurers, representatives, and agents, from any and all claims, demands, causes of action, liabilities, obligations, damages, or expenses of any kind, whether known or unknown, arising out of or related to Manager's employment or separation from employment with the County.

This release includes, but is not limited to, claims arising under federal, state, or local employment laws, civil rights statutes, contract theories, tort claims, discrimination claims, retaliation claims, wage claims, and claims for attorney's fees or costs.

Nothing in this Agreement shall prohibit Manager from enforcing the terms of this Agreement or exercising rights that cannot lawfully be waived.

In consideration of the promises and obligations contained herein, the County likewise releases and forever discharges Manager from any and all civil claims, demands, causes of action, liabilities, or obligations arising out of or relating to Manager's employment with or separation from the County that are known to the County as of the Effective Date of this Agreement, except for claims arising from fraud, criminal conduct, willful misconduct, or obligations expressly preserved by this Agreement or that cannot lawfully be waived.

6. No Admission of Liability

The parties expressly acknowledge and agree that this Agreement constitutes a compromise and settlement of disputed matters and shall not be construed as an admission of liability, wrongdoing, or unlawful conduct by any party.

7. Return of County Property

Manager agrees to return any County-owned property in his possession no later than the Separation Date or another mutually agreed date.

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8. Future Cooperation

The parties agree to cooperate in good faith regarding transition matters and organizational continuity in a manner intended to support the best interests of the County, its employees, and the community. This includes Manager's obligation to participate in any future litigation which occurred during his tenure.

9. Voluntary Agreement

Manager acknowledges that he has been advised of his right to consult with legal counsel prior to executing this Agreement, that he has had sufficient opportunity to review the Agreement, and that he enters into this Agreement knowingly and voluntarily.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

11. Enforcement

In the event of a breach of this Agreement, the non-breaching party may bring an action to enforce the terms of this Agreement in a court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees, costs, and expenses incurred in enforcing this Agreement.

12. Entire Agreement

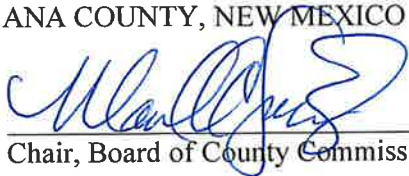
This Agreement constitutes the complete understanding between the parties regarding the subject matter herein and supersedes any prior discussions or understandings relating to Manager's separation from employment. Except as expressly modified by this Agreement, any provisions of the County Manager Employment Agreement intended by their terms to survive separation from employment shall remain in full force and effect.

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SIGNATURE PAGE
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BETWEEN DONA ANA COUNTY, NEW MEXICO AND DR. SCOTT ANDREWS

DONA ANA COUNTY, NEW MEXICO

By:

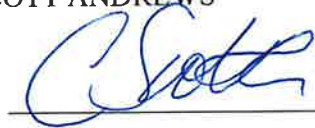

Chair, Board of County Commissioners

Date:

7/21/26

DR. SCOTT ANDREWS

By:



Date:

7-21-26