
Subject: Re: More of the same

From: "Levi Hill-ManagingEditor" <[REDACTED]>
Date: Oct 26, 2016 12:48 PM
Subject: Re: More of the same
To: "byron marshall" <[REDACTED]>
Cc:

Yes Byron, we all read your piece on Nick Maxwell's page. Are you wanting a response from us? Todd said he will not run it as a letter to the editor. I will say that in your second graph, your fallacy is believing Murphy will resign or find a job before his contract runs out next year. He has been looking for a job for 3 years with no luck and since the negative press has come out, other communities he has applied to are taking note. The chances of him leaving where we won't have to pay him are very slim to none. And to your statement about the immunity deals... those are in fact pretty common from my experience covering government across several communities in NM. In fact, I believe former city manager Eric Honeyfield had one as did his predecessor, because they were still paying that guy (if I remember right) when I came on board in 2008 with the News-Sun.

On Oct 26, 2016, at 9:07 AM, byron marshall <[REDACTED]> wrote:

As if the presidential election hasn't made October frightening enough – Halloween has a tough act to follow! But seriously, this month I have been horrified that the exit terms for Hobbs City Manager J.J. Murphy have been negotiated in the shadows.

Fortunately for Hobbs taxpayers, approval of the amended contract, which amounted to a severance agreement, was rejected by a majority of the commissioners at their Oct. 3 meeting. Why do I say "fortunately"? Because, as his current contract reads, if he "voluntarily resigns or retires from his position," he "shall not be entitled to the ... Severance unless all or a portion of the severance is specifically approved by City Commission at that time." So, if he leaves the City of Hobbs for another job, receiving a severance SHOULD be a non-issue. And since he's been diligently applying for local-government jobs for some time, we should just let him move on, instead of paying him his salary through the middle of 2018, as the amended contract reads.

With the headline "Hobbs transitioning to new city manager," Mayor Sam Cobb was able to get a guest column about the amended contract published in the Oct. 2 issue of the News-Sun. Mayor Cobb was short on details but said "[t]he key elements of the agreement" are: "1. Cessation of employment as City Manager on or before June 1, 2017;" and "2. A continuation of Mr. Murphy's employment as a special consultant to the Mayor and City Commission through July 2, 2018."

Mayor Cobb called the new contract "very common when amicable separation can occur between an individual and the entity he or she is serving and there are many upcoming issues/projects to address," because "[s]haring institutional knowledge related to these projects with his successor can provide potential cost savings to the city and eliminate project delays."

Very common, Mayor? Really? I can't think of any common man or woman who gets the kind of treatment Murphy seems to feel entitled to. Most employers who want a separation fire bad

workers. And most employees looking for new jobs put in their notice once they've accepted a new position. Common people don't even think along the lines of this commission and their pampered city manager.

The city has numerous very capable, six-figure-salaried department heads who can see the city's current projects through to completion, in addition to general contractors and other already-contracted consultants. "Continuation of (Murphy's) salary in the amount of \$180,377.60 annually," in addition to all the other benefits, is not justifiable, particularly if he's already taken a job elsewhere that demands his full attention. Seriously, how many consultants do you know who charge their clients for professional development and the "travel, subsistence and registration expenses" that go along with it? And that's not all! Rather than the city commission being required to approve expenses in advance, the new contract gives lone approval authority to the mayor.

Possibly the most startling language in the amended contract appears to give full immunity between the city and Murphy. Replacing the section that was before called "Insurance," the section is now called "Indemnification, Insurance and Litigation Expenses," which is now nearly as long as Murphy's compensation section. It states, in part, that "the parties agree to release any claims that they may have against one another for events occurring prior to the Effective Date. Murphy agrees not to bring any claims against any employee, official or agent of the City for events that have arisen or occurred prior to the Effective Date of this Agreement. The City agrees not to bring any claims against Murphy for any events that have arisen or occurred prior to the Effective Date of this Agreement."

Just soak that in, folks. Pray with me that the Hobbs Commission stands firm and rejects any other proposed contract amendments for Murphy.

No executive at any level of New Mexico government should be getting golden parachutes and legal-immunity deals. In fact, I implore one or more state legislators to champion legislation that will place limits on the contracts that public bodies can negotiate and approve for executives and other public employees.

Severance packages and contract buyouts have become a way to either create unmerited job security or a lucrative payday, and taxpayers should not be on the hook.

Ever Vigilant,
Byron Marshall
[575-](tel:575-) [REDACTED]

Levi Hill
Managing Editor
Hobbs News-Sun
[575-](tel:575-) [REDACTED]
[REDACTED]