

## **COUNTY MANAGER EMPLOYMENT AGREEMENT**

**THIS AGREEMENT**, is made and entered into this 19<sup>th</sup> day of April, 2016, by and between the County of Curry, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "County" and Mr. Lance Pyle, hereinafter referred to as "Mr. Pyle."

**THE PURPOSE** of this agreement is to specify the terms and conditions of Mr. Pyle's continued employment in his capacity as Curry County Manager, and other relations, interactions, and activities of the County and Commissioners, individually, as they relate to Mr. Pyle.

**WHEREAS**, Mr. Pyle is under a current contract that runs through October 31, 2018 and the Board of County Commissioners desires to renew the services of Mr. Pyle as the Manager and Chief Administrative Officer of the county government in Curry County for a three (3) year period commencing November 1, 2016 (the "Anniversary Date") and ending on October 31, 2019; and

**WHEREAS**, during the term of this Contract, Mr. Pyle will be classified as a FLSA exempt employee, not subject to overtime compensation or accrual of compensatory time; and certain provisions of this agreement take precedence over the Personnel Policies of Curry County, otherwise all policies of Curry County pertain to Mr. Pyle; and

**NOW THEREFORE, BE IT RESOLVED**, that the Board of County Commissioners of Curry County and Lance Pyle agree as follows:

### **1.0 Duties**

Mr. Pyle will serve as the Chief Administrative Officer of county government under the supervision of the Board of Commissioners. Mr. Pyle will manage Curry County and its employees pursuant to established County policies and will follow those directives, policies, manuals and procedures approved by a majority vote of the Board in any legally held meeting. Mr. Pyle shall be available to support the objectives and address the concerns of all Commissioners, but will not take direction or do anything at the direction of one or more Commissioners in an official capacity if such direction was not acted upon at a properly convened meeting of the Board.

### **2.0 Term of Contract**

County by this Agreement does hereby hire and employ Mr. Pyle as the County Manager and Chief Administrative Officer of Curry County for a term of three (3) years commencing on November 1, 2016 and ending on October 31, 2019. The Commission shall perform an annual evaluation of Mr. Pyle to determine how he is performing the duties and responsibilities set forth in this agreement. Said evaluation shall occur in either March or April of each year during the term of this contract.

**2.1** In the event of any voluntary termination of this agreement by Mr. Pyle, he agrees to give no less than sixty (60) days notice to the Board of Commissioners. By vote, the Commission may elect to reduce this notice requirement if it deems it appropriate to do so.

**2.2** The County shall have the right to terminate this contract at any time, for cause or otherwise, during the term of this contract, subject only to the payment of compensation to Mr. Pyle as set forth in Section 3.0 (A) hereof.

### **3.0 Compensation**

Mr. Pyle's salary shall not be increased at this time. The County will pay Mr. Pyle an annual salary of One Hundred Twenty-Three Thousand Five Hundred Seventy-Four Dollars (\$123,574.00) to be paid at regular County payroll dates. This salary shall begin on the first normal County pay period after this Employment Agreement is approved by the Board of County Commissioners of Curry County in a public meeting and thereafter, shall be reviewed each year during Mr. Pyle's evaluation in March or April, prior to each and every new budget adopted by the County. Any additional salary increases (other than COLA or other percentage increases) will be determined by the Board annually and based on the work performance of Mr. Pyle. Base salary will not be reduced during the term of this contract or during any extensions provided under this agreement.

Manager Pyle shall automatically receive a COLA increase if the Commission awards such a COLA to all other County employees.

A. In the event of an at-will (defined as involuntary termination, not for cause) termination, prior to October 31, 2019, the County shall pay Mr. Pyle his regular salary for a period of nine (9) continuous months following the date of termination. Payments will be made at regularly scheduled County payroll dates for base salary and benefits. These amounts shall include all contributions to the State of New Mexico PERA as described in the State of New Mexico PERA agreement. In the event the Commission requests Manager Pyle resign, any such resignation by Manager Pyle will be considered as an involuntary termination pursuant to this subparagraph.

B. The payments described in 3.0 (A) herein to be extended to Mr. Pyle in the event of involuntary termination shall constitute the payment of severance, and Mr. Pyle shall have no further claim or cause of action for breach of contract against the County, its Board of Commissioners, or the individual members thereof as a result of any termination hereunder.

**3.1** Mr. Pyle will be provided with a County expense account to cover the costs of meals, travel and other business related expenses (excluding alcohol) that may be reasonably necessary in the performance of his duties as County Manager. Receipts for all expenditures shall be given to County accounts payable. Said account shall be set up as a separate line account and the expenses shall be reviewed and approved by

the County finance office. Said expense account shall not exceed Five Thousand Dollars (\$5,000.00) in any one (1) year without prior Commission approval.

#### **4.0 Benefits**

**4.1** All fringe benefits afforded regular employees of the County of Curry, established by policy or custom, save and except those exceptions specifically noted in this Agreement, shall be granted to Mr. Pyle. Mr. Pyle shall make any contribution that is standard and usual for Curry county employees in the participation of and enjoyment of benefits provided by the County.

**4.2** In addition to the above, effective January 1, 2014, Mr. Pyle shall be given thirty (30) days of annual paid vacation, to be taken as the work schedule permits. Vacation days shall be assigned on January 1<sup>st</sup> of each calendar year and made available for use by Mr. Pyle on that date. Mr. Pyle agrees to coordinate vacation time or other extended absences with the Chairman of the Board of County Commissioners. Mr. Pyle is required to assure that in his absence, matters of the County are properly addressed as if he were present, to the best of his ability.

**4.3** During vacation, Mr. Pyle will remain in regular contact with the County staff and Board Chairman to the best of his ability given distance and communication restraints.

**4.4** While Mr. Pyle is encouraged to take and fully utilize the thirty (30) days of annual paid vacation each year, it is understood that his work schedule may prohibit or prevent the same. Any and all annual vacation time not used each year during this contract period shall be paid to Mr. Pyle at the end of each calendar year, and shall not be carried forward. Mr. Pyle shall provide the County Payroll Clerk, at the end of each County pay period, a written statement reflecting dates and the amount of vacation, if any, that he has used during said pay period.

**4.5** Due to the nature of the position, and the responsibilities and duties of the Curry County Manager, Mr. Pyle shall be considered to be on call at all hours and all days of the year. Therefore, Mr. Pyle shall have personal use of a County vehicle. County will assume all costs of operation and maintenance associated with the above mentioned vehicle. Mr. Pyle shall not use or allow the use of the County vehicle for purely personal use. It is understood that Mr. Pyle may, at various times, transport his minor daughter's to a babysitter, daycare, etc. and, will have a car seat that will be placed in the County vehicle.

**4.6** Mr. Pyle shall be allowed to travel on County business in his private (personal) vehicle for those activities/events/instances where Mr. Pyle will be paid or will receive per diem and travel from a governmental entity or association other than Curry County.

**4.7** The County shall pay Mr. Pyle's membership dues to governmental entities, professional associations and/or societies as County may require involving management of Curry County. The County shall pay for Mr. Pyle's tuition and associated costs for professional development training for activities associated with the

management of Curry County. This would include professional seminars and/or educational programs that would be of benefit to Mr. Pyle in the performance of his managerial duties and responsibilities and the development and accountability of the County management team. County shall also pay the tuition for education classes taken by Mr. Pyle during the term of this Agreement related to obtaining a Masters Degree in business, management or public administration.

**4.8** Mr. Pyle will be allowed personal use of a County desktop and/or laptop computer(s) and access to County electronic communications. Upon termination of this Agreement, whether voluntary or involuntary, all electronic communication, including but not limited to emails and files, will be downloaded from Mr. Pyle's County desktop and/or laptop computer(s) and provided to Mr. Pyle on CD or other electronic means. Mr. Pyle shall otherwise comply with County's electronic communication policy. Mr. Pyle, while working at Curry County, has developed and prepared numerous standard letters, agreements, and other documents regarding the various functions of a County Manager. Except for those original documents that Curry County is required, under state and federal laws, rules or regulations to be held and maintained by Curry County, Mr. Pyle shall be allowed to keep all of the original form documents under his term as County Manager. Curry County will be entitled to a copy of any and all said documents.

#### **5.0 Best Efforts**

Mr. Pyle agrees that he will at all times faithfully, industriously, and to the best of his ability perform all the duties assigned to the position of Curry County Manager. Mr. Pyle agrees to perform his duties within the established framework of policies and procedures which have been approved and adopted by the Commission and on other matters, to consult and gain approval of the Board. The Board of County Commissioners acknowledges that Mr. Pyle, as County Manager, will handle and implement the administrative and executive duties of the County pursuant to law, policy and other procedures adopted by the County. Mr. Pyle will perform his duties at the Curry County Courthouse as the principal place of business and at such other places as the business of the County shall require. Text messages are not recognized as an appropriate method to communicate County business and that any business communicated by any Commissioner to Mr. Pyle shall be done via County email, so the records can be archived and stored. If one (1) or more Commissioners have an issue/concern with Mr. Pyle, or something that Mr. Pyle has done, that matter will be addressed/discussed in an executive session and not during a publicly held meeting.

#### **6.0 Scope of Agreement**

This contract incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof and all prior or other agreements and understandings between the parties concerning the subject matter hereof have been merged into this Agreement. No prior agreements or understanding of the parties or their agents, verbal or otherwise, will be valid or enforceable unless embodied into this Agreement. No modification of this Agreement or any condition herein contained will be valid unless the same is in writing and duly executed by the County and Mr. Pyle.

**7.0 Applicable Law**

The laws and regulations of the State of New Mexico will govern this Agreement. Venue for any action hereunder shall be Curry County, New Mexico.

**8.0 Severability**

If any of the provisions of this Agreement are declared invalid and unenforceable, the remaining provisions will not be effected and will remain in full force and effect.

**9.0 Assignment**

Neither Mr. Pyle nor the County shall assign any rights or interest arising from this Agreement in whole or in part without the express prior written consent of the parties.

**10.0 Notices**

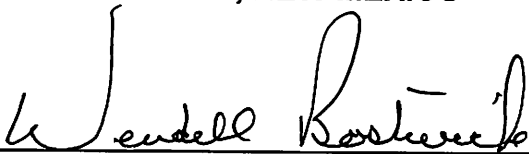
Any notice required or permitted by this Agreement shall be sufficient if in writing, and if personally delivered to the person intended to receive such notice or if sent by registered mail to his residence in the case of Mr. Pyle and to the principal office in the case of the County.

**11.0 Conflict**


While acting as County Manager Mr. Pyle shall not personally participate in any matter that may create a conflict of interest and if a conflict does occur, he shall notify the County Commission of the same. In the future, should Mr. Pyle decide to run for any political office, he must first advise the County Commission and obtain written approval from the Commission.

This Agreement was duly approved in an open meeting at the regular session of the Board of Commissioners of Curry County on this 19<sup>th</sup> day of April, 2016.

**BOARD OF COUNTY COMMISSIONERS,  
CURRY COUNTY, NEW MEXICO**

  
\_\_\_\_\_  
Wendell Bostwick, Chairman

  
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Chet Spear, Vice Chairman

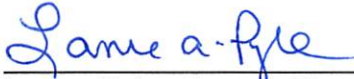
  
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Tim Ashley

  
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Ben McDaniel



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Lance Pyle, County Manager