

## EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into effective October 1, 2015 by and between Taos County, New Mexico ("Employer") and Leandro Cordova (hereinafter called "Employee").

NOW, THEREFORE, for and in consideration of the promises and covenants contained in this agreement, the parties agree as follows:

### Section 1. Term.

This Agreement is for an indefinite term, subject to all other provisions herein.

### Section 2. Duties and Authorities.

- A. Employer agrees to employ Leandro Cordova as the County Manager, beginning on October 1, 2015 (the "Employment Date"), and thereafter, to perform the functions and duties of County Manager, consistent with the job description adopted by Employer and to perform other legally permissible and proper duties and functions.
- B. As County Manager, Employee shall serve at the pleasure of, and at will to, the Taos County Board of Commissioners, Employee and Employer acknowledge and agree that matters related to personnel at all levels are operational in nature and within the purview of the County Manager and that decisions relating to personnel are the responsibility of the County Manager, except as otherwise provided in the Taos County Personnel Policy.

### Section 3. Compensation.

- A. From and after the Employment Date, Employer agrees to pay Employee an annual base salary of One Hundred Thousand and no/100 Dollars (\$100,000.00), payable in equal bi-weekly installments at the same time that the other employees of Employer are paid.
- B. Commencing at the beginning of fiscal year 2016-2017 (July 1, 2016) and annually thereafter, Employer may, but is not required to, increase the annual base salary in such amounts and to such extent as Employer may approve.
- C. Nothing in this section shall preclude Employee from receiving an additional pay increase at any time based on performance, or from receiving a performance award specifically authorized by Employer pursuant to any compensation program that may be in effect.

### Section 4. Health, Disability and Life Insurance Benefits.

Employer agrees to provide for health, hospitalization, surgical, vision, dental and comprehensive medical insurance and other similar benefits for Employee and his/her dependents equal to and to the extent that such benefits are provided to all other employees of

Employer. Employer and Employee shall share payment of all premiums for Employee and Employee's dependents in the same proportion premiums are shared between Employer and other employees.

**Section 5. Leave.**

- A. Employee shall accrue sick and annual leave at the highest rate provided to any other employee of Employer.
- B. Employee is entitled to accrue unused leave to the same limit applicable to other employees of Employer. In the event Employee's employment is terminated, either voluntarily or involuntarily, Employee shall be compensated for all accrued annual leave, but not sick leave or any other accrued leave except as may be allowed by the Taos County Personnel Policy.
- C. Provisions of Taos County Personnel Policy to the contrary notwithstanding, Employee shall not accrue compensatory time and shall be entitled to no compensation or benefits for working hours in excess of forty (40) hours per week.

**Section 6. Retirement.**

- A. Employer agrees to continue the enrollment of Employee in the applicable state retirement system, the Public Retirement Association ("PERA"), and to make the appropriate contribution for required Employer share, in accordance with the plans and policies.

**Section 7. General Business Expenses.**

- A. Employer agrees to budget for and to pay for professional dues, memberships and subscriptions of Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of Employer as follows: professional dues, memberships, and subscriptions and national associations for counties and county/city managers or administrators. In addition, Employer shall pay, in an amount not to exceed Two Thousand Dollars (\$2,000.00) annually, professional dues, memberships and subscriptions to other professional association or local chapters of civic organizations in which Employee wishes to participate and finds participation desirable to meet Employee's job requirements and expectations.
- B. Under the guidelines set forth in the Taos County Personnel Policy, Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer.

**Section 8. Other Benefits.**

Employee shall continue to be eligible for all other benefits not specifically stated in this Agreement but which are afforded to other full-time County employees. Employer agrees that the payment of all benefits shall be made to Employee or heirs according to the provisions of existing plan documents or benefit contracts in effect for all other full-time County employees.

**Section 9. Termination Without Cause.**

- A. Employer may terminate this Agreement unilaterally, without cause, at any time and for any reason. Such termination shall occur by a majority vote of the governing body at a duly authorized public meeting at any time after the Employment Date, provided, however, that a vote to terminate this Agreement in accordance with Section 12, Termination For Cause, shall not constitute a vote to terminate this Agreement pursuant to this Section 10, Termination Without Cause.
- B. If Employer reduces the base salary, compensation or any other financial benefit of Employee, unless such reduction is applied in no greater percentage than the average reduction of all department heads or such reduction is made at the request of Employee, such action shall constitute a breach of this Agreement and will be regarded as a termination.
- C. If Employee resigns following an offer to accept resignation by Employer or an official and recognized representative of Employer following Board action, then Employee may declare a termination of this Agreement as of the date of the offer.

**Section 10. Severance.**

If and only if this Agreement is terminated in accordance with the provisions of Section 9 above or Section 12 below, Employer shall make a minimum severance payment to Employee equal to Thirty Thousand and no/100 Dollars (\$30,000.00) plus the value of accrued annual leave at the time of termination. This severance payment shall be paid in a lump sum amount unless otherwise agreed to by Employer and Employee. In addition, Employer shall pay to Employee an amount sufficient to pay premiums required to maintain Employer-provided insurance under COBRA. If, after termination has been proposed and is under serious consideration pursuant to Section 9 above or Section 12 below (Termination Without Cause or Termination by Agreement) or such termination has been finalized and prior to Employee's receipt of the severance payment (the "pending period"), Employee dies, the severance payable pursuant to this Section 10 shall be paid to Employee's heirs or assigns, respectively. If Employee becomes or is incapacitated during such pending period, Employer shall remain obligated to pay the severance payment as provided in this Section.

Employee understands and agrees that upon Employee's acceptance of severance payments provided for in this Section or any other severance payment that may be offered to Employee by Employer, if any, and in consideration of receipt of such amounts, Employee shall and does hereby release the Employer, its Commisison and each member of the Commission, all other

ected officials, officers, employees, agents, attorneys, insurers, and other persons acting on behalf of Employer, in their individual and official capacities (collectively referred to as the "County Parties") from any and all liabilities, demands, claims or suits of whatsoever nature that Employee may have against the County Parties, or any of them, arising from or in any way related to Employee's employment with Employer and waives Employee's right to the maximum extent authorized by law, to bring any claim of any nature relating to Employee's employment with Employer or separation from employment in any court or before any administrative body. Employee also releases the County Parties from all liabilities, demands, claims or suits of whatsoever nature that Employee may have against the County Parties, or any of them, arising from any action occurring prior to the execution of this Agreement, whether such liability or damages are known or unknown at this time. Notwithstanding the foregoing, Employee does not release Employer from any legal obligation it may have to provide a defense and indemnification pursuant to the New Mexico Tort Claims Act. This Agreement and release is entered into pursuant to the Older Workers' Benefit Protection Act.

#### **Section 11. Termination for Cause.**

Employer may terminate this Agreement for cause. The date of termination shall be the date of delivery of the written termination notice. For purposes of the Agreement, "cause" shall include but be limited to (a) embezzlement, theft, larceny, material fraud, or other acts of dishonesty; (b) material violation by Employee of any obligations under this Agreement, after notice an opportunity to cure given at least once in any 12-month period; (c) conviction of or entrance of a guilty or nolo contender to a felony other crime which has or may have a material adverse affect on Employee's ability to carry out his duties under this Agreement or upon the reputation of the Employer; (d) conduct involving moral turpitude; (e) gross insubordination or repeated insubordination after written warning by Employer through its Chairman; or (f) material and continuing failure by Employee to perform the duties described in Section 2 above, in a quality and professional manner for at least sixty (60) calendar days after receipt of written warning from Employer. Upon termination for cause as provided in this Section 11, Employer's sole and exclusive obligation shall be to pay to or on behalf of Employee his base salary (subject to all federal and state income tax withholding and all withholding required by law or authorized by Employee), and retirement contributions and benefits earned through the date of termination, and Employee shall not be entitled to any further compensation after the date of termination.

#### **Section 12. Termination by Agreement.**

Notwithstanding any other provision of this Agreement, the parties may mutually terminate this Agreement, in writing at any time and on any terms as they shall agree, including the payment of a severance package.

#### **Section 13. Termination by Death of Employee.**

Upon Employee's death, this Agreement is terminated. Upon death of Employee, his estate and/or beneficiaries shall be entitled to all benefits accrued and payments due to an employee of Employer as well as Employee's base salary (subject to all federal and state income tax withholding and all withholding required by law or authorized by Employee, and retirement

contributions and benefits earned through date of death, but this Agreement shall not require Employer to pay an additional sums and not other obligation to Employee, his heirs, representatives or assigns created by this Agreement. This paragraph is not intended, and shall not be construed, to limit the Employer's liability, if any, under the New Mexico Worker's Compensation Act.

**Section 14. Disability or Inability to Perform.**

In the event that Employee becomes mentally or physically incapable of performing his functions and duties with reasonable accommodation and it reasonably appears that such incapability will last for more than six (6) months, Employer may terminate the employment of Employee; however, in such instance, if the date of incapability is on or after the Employment Date, Employee shall be entitled to severance pay as provided in Section 10 of this Agreement. Furthermore, Employee shall be entitled to all benefits available to an employee of Employer under current law or Employer's then current policies or rules and regulation concerning disability. This Section is not intended, and shall not be construed, to limit Employer's responsibility and liability, if any, under the New Mexico Worker's Compensation Act or American with Disabilities Act.

**Section 15. Resignation.**

In the event that Employee voluntarily resigns his/her position with Employer, Employee shall provide a minimum of sixty (60) days prior written notice unless the parties agree otherwise. In the event of voluntary resignation, no severance payment is due to the Employee.

**Section 16. Performance Goals and Evaluation.**

- A. Employer shall review annually, or at other times set by Employer, the performance of Employee subject to a process, form, criteria, and format for the evaluation that shall be mutually agreed upon by Employer and Employee. All performance evaluation meetings shall be conducted in Closed Session of the Board.
- B. Within one hundred twenty (120) days after the Employment Date and annually thereafter, Employer, together with Employee, shall meet to establish goals and performance measures for the Employee. The Employer will honor a request by Employee to include department directors and other senior staff members in the meeting with respect to goal setting.

**Section 17. Hours of Work.**

It is recognized that Employee must devote a great deal of time outside the normal office hours on business for Employer, and to that end Employee shall be allowed to establish an appropriate work schedule that includes, at minimum, forty (40) hours weekly.

**Section 18. Outside Activities**

- A. The position of County Manager is a full-time position. Employee will use Employee's best efforts and dedicate Employee's full time to the completion of job responsibilities of the County Manager. To this end, Employee shall not accept any other contemporaneous employment without the prior consent of Employer. Occasional teaching, writing, consulting, or military reserve service performed on Employee's time off shall not violate the terms of this Section and shall not require the prior consent of Employer.
- B. Employee shall not spend more than ten (10) hours per week teaching, writing, consulting, military reserve service or other non-employer connected business without the prior approval of Employer, which consent shall not be unreasonably withheld.

**Section 19. Indemnification.**

- A. Employee shall be entitled to all the immunities and indemnifications afforded by the New Mexico Tort Claims Act 41-4-1 et seq., NMSA 1979 (1989 Repl.) and by all liability insurance or self insurance maintained by Employer for the benefit of its employees.
- B. To the extent that immunity or indemnification may not be afforded by the New Mexico Tort Claims Act or by liability insurance, except as otherwise prohibited by law, Employer shall indemnify Employee for acts and omissions allegedly arising out of his employment by Employer under those circumstances and to the same extent as currently allowed by 53-11-4.1 NMSA 1978 (1993 Repl.) for a business corporation to indemnify its directors and officers. For purposes of implementing such indemnification, Employer shall be deemed to be the Board of Directors of the corporation. Employee shall be deemed to be an Officer of the corporation, Employer shall be deemed to be the corporation and all reference to shareholders shall be disregarded.

**Section 20. Bonding.**

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

**Section 21. Notices.**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: Taos County  
Attn: Taos County Commission  
105 Albright Street, Suite G  
Taos, New Mexico 87571

EMPLOYEE: Leandro Cordova  
P.O. Box 476  
Truchas, NM 87578

Alternatively, notice required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or there (3) days after the date of deposit of such written notice in the United States Postal mail.

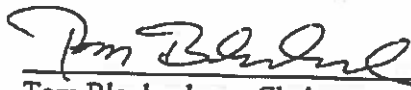
**Section 22. General Provisions.**

- A. **Integration.** This Agreement sets forth and established the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement.
- B. **Severability.** The invalidity or partial invalidity of any provision, paragraph, sentence or clause in this Agreement will not affect the validity of the remainder of this Agreement. In the event that any part of this Agreement is held to be invalid, the remaining provisions shall continue in full force and effect.
- C. To the extent that the terms and conditions of this Agreement conflict with the personnel policies and procedures of Employer, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective for all purposes on the date first written above.

EMPLOYER:  
Taos County New Mexico

EMPLOYEE:

  
\_\_\_\_\_  
Tom Blankenhorn, Chairman  
Taos County Board of Commissioners

  
\_\_\_\_\_  
Leandro Cordova