

**EMPLOYMENT CONTRACT  
BETWEEN  
THE BOARD OF COUNTY COMMISSIONERS  
OF  
LINCOLN COUNTY, NEW MEXICO  
AND  
NITA TAYLOR**

This agreement is entered into effective the 7<sup>th</sup> day of November, 2016, by and between the **BOARD OF COUNTY COMMISSIONERS OF LINCOLN COUNTY, NEW MEXICO**, (hereinafter referred to as "Employer") and **NITA TAYLOR** (hereinafter referred to as "Employee").

The purpose of this agreement is to specify the terms and conditions of employment for Employee in her capacity as Lincoln County Manager, and other relations, interactions, and activities of the Employer and Commissioners, individually, as they relate to Employee. Any reference to "Board" or "Commission" in this agreement means the Board of County Commissioners of Lincoln County, New Mexico.

**SECTION 1 -- TERM OF EMPLOYMENT**

The term of employment provided for in this contract is from the date of this agreement through November 6, 2017.

**SECTION 2 -- EMPLOYEE'S GENERAL RESPONSIBILITY**

Employee is expected to provide generalized supervision of the affairs of the County of Lincoln in accordance with the directions of Employer *via* votes of the Commission, resolutions, approved budgets, and ordinances. Employee is expected to utilize those resources provided to the maximum benefit of the citizens of the County of Lincoln. Employee shall do that which is within her power to assure that all County functions are performed in a manner consistent with the laws of the United States, the laws of the State of New Mexico, and resolutions and ordinances of the County of Lincoln.

Employee shall do all things directed of her by action of the Board of County Commissioners which Employee has no reason to believe are not consistent with any law of the United States or the State of New Mexico. Employee shall not take direction or do anything at the direction of one or more Commissioners, if such direction was not acted upon at a properly convened meeting of the Board.

Employee will be a Fair Labor Standards Act-exempt employee, not subject to overtime compensation or accrual of compensatory time. Employee is expected to keep customary office

hours and to complete a demanding work schedule consistent with the position held. Flexibility relating to Employee's hours, in terms of number of hours worked in any week or the schedule of hours worked, is granted and required, relevant to the demands of the position.

Employee is expected to keep Employer informed of Employee's activities and of issues of concern to Employer *via* agreed-upon methods. Employee will strive to establish positive relations with the community, elected leadership, and with representatives of the media.

Employee is expected to treat Employer and individual Commissioners with proper respect and dignity.

### **SECTION 3 -- EMPLOYER'S GENERAL RESPONSIBILITY**

Employer shall establish clear and reasonable goals to which Employee may strive. Employer will provide Employee with necessary resources with which to achieve these goals, and shall give Employee necessary latitude in determining required resources.

Employer shall allow Employee to exercise those management responsibilities assigned in a professional manner. Employer shall allow Employee the opportunity to provide input into matters being debated before the Board which impact Employee's ability to manage the affairs of the County, or matters in which Employee, in her capacity as County Manager, is expected to be or should be knowledgeable.

Employer shall allow and encourage Employee to participate in appropriate professional associations, boards, or committees associated with the responsibilities assigned to Employee. Employer shall allow and encourage Employee to attend available training seminars or educational courses relative to Employee's responsibilities, within the confines of approved budgetary allowances, and subject to the advice and consent of the Board of County Commissioners. Employer reserves the right to restrict attendance of Employee at the above-referenced educational/training opportunities, if Employer determines that Employee's performance as County Manager is being adversely affected by such activity.

### **SECTION 4 -- TERMINATION OF EMPLOYMENT**

Employer may terminate Employee at-will, and without cause, upon a majority vote of the Board of County Commissioners.

Employer may terminate Employee, with cause, as set forth in the Lincoln County Personnel Policies and Procedures ordinance as adopted, and as it may be amended from time-to-time, upon the majority vote of the Board of County Commissioners.

Employee may terminate employment only after giving two (2) months notice to Employer, and Employer, by vote of the Commission, may elect to reduce the notice requirement if it so deems.

## **SECTION 5 -- RENEWAL OF AGREEMENT/RENEGOTIATION**

No less than two (2) months before the scheduled termination of this contract, Employer, by a vote of the Commission, may make a decision to negotiate a new contract with Employee or to allow this contract to terminate.

If, within two (2) months of the scheduled termination of this contract, a decision to allow termination of the contract has not been made, or a new contract has not be agreed upon by both parties to this agreement, then, all aspects of this agreement shall remain in force and be binding upon both parties until:

- a) a new agreement is adopted by the parties;
- b) two (2) months from the date the Employer decides by majority vote of the Commission, to not negotiate for or offer a new contract to Employee; or;
- c) a date specified by Employee on which she agrees to terminate said contract, providing Employee gives at least two (2) months notice in writing.

## **SECTION 6 -- COMPENSATION**

The annual salary for Employee shall be One Hundred Thousand, Four Hundred Twenty Five dollars and 00/00 (\$100,425.00) per year. Salary increases will be determined by the Board and based on the work load assigned to the Employee, annual reviews, and other factors the Board may wish to consider. Employee shall not receive cost of living increases or other percentage increases approved for other County employees. Due to the "on-call" nature of the position, employee shall also receive a county paid "smart phone" and take home vehicle for official use.

Employee's compensation shall not be reduced during the term of this contract or during any extensions provided under this agreement.

In the event of an at-will termination, as provided in this agreement, Employee shall receive two (2) months compensation/severance pay based on the salary of Employee at the time of termination.

In the event of a termination with cause, as provided for in this agreement, or as the result of a criminal conviction associated with Employee's activities as County Manager, Employee shall receive no compensation/severance pay.

Nothing in this agreement shall preclude Employer from increasing the compensation amounts in this section if Employer so desires.

**SECTION 7 -- BENEFITS**

All benefits afforded regular employees of the County of Lincoln, established by policy or custom, save and except those exceptions noted in this agreement, shall be granted to Employee.

Employee shall be entitled to take paid vacation, up to a maximum of three (3) weeks annually, as the work schedule permits. Employee will coordinate vacation time or other extended absences with the Chairman of the Board, and shall provide Employer with two (2) weeks advance notice of any vacation which is for one (1) week or longer. Employee is required to assure that in her absence matters are properly addressed as if she were present, to the best of her ability. During vacation, Employee is required to keep in regular contact with the County staff and Board Chairman and shall continue to provide direction and be available for consultation.

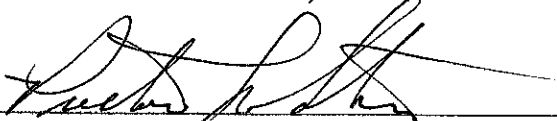
Employee shall be entitled to five (5) days of paid personal leave annually.

Employee shall be pre-authorized to attend the annual National Final Rodeo, generally occurring the first full week of December.

Any vacation or sick leave benefits for each one year period from November 7, 2016 to November 6, 2017 that are not used by Employee during that one year period may be banked for use during the following year; however, any time in excess of 5 days personal leave and 15 days vacation leave shall not be banked but be forfeited by Employee.

**EMPLOYER:**

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

  
\_\_\_\_\_  
Preston Stone, Chair

  
\_\_\_\_\_  
Dallas Draper, Vice Chair

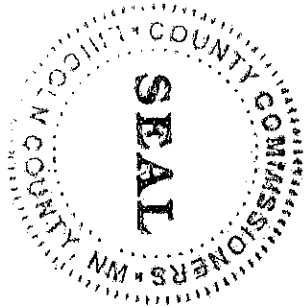
Elaine Allen  
Elaine Allen, Member

Thomas F. Stewart, Member

Dr. Lynn Willard  
Dr. Lynn Willard, Member

Attest:

Rhonda Burrows  
Rhonda Burrows  
Lincoln County Clerk



EMPLOYEE:

Nita Taylor  
Nita Taylor