

**February 21, 2012  
SPECIAL MEETING**

Agenda  
2:00 P.M.  
Valencia County Commission Chambers  
444 Luna Avenue  
Los Lunas, NM 87031

**\*\*\*Amended February 16, 2012\*\*\***

Board of County Commissioners  
Donald E Holliday, Chair District V  
Georgia Otero-Kirkham, Vice-Chair District II  
Mary Andersen District I  
Lawrence R. Romero District III  
Ron Gentry District IV

- 1) Call Meeting to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda

**ACTION ITEM(S)**

- 4) Approval of Dan Zolnier, Human Resources Director Employment Contract
- 5) Consideration of County Manager Position / Qualifications

**EXECUTIVE SESSION:**

Pursuant to Section 10-15-1 (H) (2) (7) & (8), the following matters may be discussed in closed session: a. personnel: Human Resources Director Contract, County Manager Contract b. pending or threatened litigation c. real property: d. other specific limited topics that are allowed or authorized under the stated statute.

- ♦ Motion and roll call vote to go into Executive Session for the stated reasons
- ♦ Board meets in closed session
- ♦ Motion and vote to go back into regular session
- ♦ Summary of items discussed in closed session
- ♦ Motion and roll call vote that matters discussed in closed session were limited to those specified in motion for closure, and that no final action was taken, pursuant to the authority in §10-15-1 NMSA 1978.

**ACTION ITEMS FROM EXECUTIVE SESSION:**

- ♦ Human Resources Director Contract
- ♦ County Manager Contract

**NEXT COMMISSION MEETING:**

- ♦ **March 7, 2012 – Business Meeting @ 9:30 A.M.**  
Valencia County Commission Board Room 444 Luna Ave. LL, NM

**ADJOURN:**

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*If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Valencia County Manager's Office at the Valencia County Courthouse, Los Lunas, New Mexico, (505) 866-2014 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Valencia County Manager's Office at the old Valencia County Courthouse if a summary or other type of accessible format is needed.*

# VALENCIA COUNTY BOARD OF COMMISSIONERS

## SPECIAL MEETING

FEBRUARY 21, 2012

<b>PRESENT</b>	
Donald E. Holliday, Chairman	
Georgia Otero Kirkham, Vice-Chair	
Lawrence R. Romero, Member	
Ron Gentry, Member	
Mary J. Andersen, Member	
Eric Zamora, County Manager	
Adren Nance & Dave Pato, County Attorneys	
Sally Perea, County Clerk	
Press and Public	

1) The Meeting was called to order by Chairman Holliday at 2:06 P.M.

2) Chairman Holliday led the Pledge of Allegiance.

3) Approval of Agenda

Commissioner Otero-Kirkham moved for approval of the agenda. Seconded by Commissioner Romero. Motion carried unanimously.

### ACTION ITEM(S)

4) Approval of Dan Zolnier, Human Resources Director Employment Contract.

Commissioner Gentry moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously.

5) Consideration of County Manager Position / Qualifications.

Commissioner Otero-Kirkham asked that the county's new Human Resources Director, Dan Zolnier, look at the current description requirements for the county manager's position to get his opinion on it. On page two of the current job description it refers to education required and as important as education is, Commissioner Otero-Kirkham feels the commission needs to consider having a county manager that is knowledgeable about Valencia County or at least about county issues, knowledge in how things are done in county government, the way politics are done in Valencia County as well as Santa Fe and can interact with both county officials as well as the legislators. She feels that a Bachelors Degree in either Public Administration, Business or Political Science can be accepted if they have a minimum of five years experience in county management. That is as important or more then actually having a Master's Degree. We all know how unique the politics are in Valencia County and how important the interaction with the people in Santa Fe is. Someone that can do that, get his point across and actually having the experience of running a county is very important. Commissioner Otero-Kirkham would like to advertise this in-state rather than going outside of New Mexico, as New Mexico is unique.

Commissioner Andersen didn't disagree with what Commissioner Otero-Kirkham said and asked if any of the commissioners have looked at Sandoval County's county manager's job description which is very well written and is basically comparable to Valencia County's. She like's the paragraph on educations and experience, which says a degree in Public Administration and Business Administration or closely related field and at least 5 years management experience in the public sector or an equivalent combination of education and experience.

Commissioner Otero-Kirkham asked if the county officials had any input on this. One of the qualifications of the county manager is to be able to work with county staff since there are at least two hundred county employees and a \$50,000,000.00 county budget.

County Treasurer Dorothy Lovato and County Clerk Sally Perea both agreed that one of the key point requirements would be communication since the present county manager is always extremely busy; communication is very limited with him. Mrs. Perea recommends once the new manager is hired sitting down and expressing what the expectations would be from both sides.

Chairman Holliday asked since March 30<sup>th</sup> is Mr. Zamora's last day how much time as far as notice for a manager do we have and are we going to have a manager on hand by then.

Commissioner Otero-Kirkham said she would venture to say that we may not. By the time the advertising is done and the applications are received, someone is going to have to sit down and review them. So a manager may not be in place by March 30<sup>th</sup>. Commissioner Andersen asked, "Do we have an ad out yet?" County Manager Eric Zamora said, "We do not, because of determining the job description."

Commissioner Andersen suggested very generic language stating what we need and want we don't need to tie the ad to the job description. Chairman Holliday believed the decision was to wait until they had a job description. Commissioner Andersen asked Mr. Zolnier if the ad needed to have a job description. Human Resources Director Dan Zolnier said you could conceivably put an ad out with some basics in it just to generate some resumes which will expedite the process and you'll probably have a three week window in which you can work on that job description while generating applicants.

Commission Gentry said if it isn't broke, we don't need to fix it is one way to look at it. He understands Commissioner Otero-Kirkham's concern, that the Master's Degree might be too high a bar and we want to lower that and the rest of it is seemingly okay.

Commissioner Otero-Kirkham agrees with Commissioner Andersen in that the job description from Sandoval County is more explicit.

Commissioner Gentry said yes, it's more explicit but our current contract covers those areas. It's up to the commission to enforce them and see that they are done right. We basically stated we want a county manager when the article came out about the manager's resignation. Commissioner Gentry already has five applicants and guarantee's not one of them meets the county's criteria. His concern is that just anybody will apply for the job and would hate to see the county go backwards in regards to the requirements and the attitude in upgrading, modernizing and developing a better county. By lowering the standards of qualifications, you're going to eventually get a lower standard of applications. In the last six years we have raised the standards for our directors, finance people, human resources department and the county is showing progress as a result of that. If all that is basically wrong with the one that we have is the language difference, that doesn't bother him as long as they put out that a BA is acceptable but a Masters preferred. He agrees with Commissioner Andersen, we need this out and advertised and he also partly agrees with Commissioner Otero-Kirkham that the bar could be set lower to a BA with a Master's preferred which still gives the commission the upper latitude. He would not like to see them lower the qualifications of a manager to be below the qualification required of a director.

Commissioner Andersen said the advertisement to get the resumes in here does not depend upon what the language is in a job description. She suggested that Mr. Zolnier take the county's job description and Sandoval County's job description, put them together and come up with what Mr. Zolnier thinks is a reasonable job description, bring that back to the commission at the next meeting, but in the meantime let's get the ad out there and Commissioner Andersen made a motion to that effect.

Chairman Holliday asked Mr. Zolnier if he could get something put together by tomorrow? Mr. Zolnier said he can but keep in mind job descriptions are living documents, just because you develop it, it doesn't mean you can't change it. They have to evolve with the duties and responsibilities.

Commissioner Romero said what he worries about is dropping the ball and making sure the bar isn't lowered, because the perception is going to be out there like Luna County's, which says high school education or equivalent. The salary also needs to be published.

Commissioner Andersen stated her motion was to publicize the job opening as soon as they can possibly get it in the newspaper with the statement that Mr. Zolnier provided which says that the commission wants a BA or a Bachelors Degree in Business preferably with a Master's Degree preferred and the job duties that would be in the ad are those that are in the county's current job description. Then Mr. Zolnier brings back to the commission in writing the manager's job description for Valencia County which covers everything that Mr. Zolnier thinks should be in there. Seconded by Commissioner Gentry. Motion carried unanimously. Publication would be with the New Mexico Association of Counties, the National Association of Counties, the Albuquerque Journal and all their regional applications.

Commissioner Otero-Kirkham also asked what would be the closeout time frame for all the applications to be in.

Commissioner Andersen said if we can get it in the paper by Saturday, then three weeks from Saturday, probably be the third week in March which would be the earliest.

Chairman Holliday asked who is going to review these résumés.

## Minutes of February 21, 2012 Special Meeting

Commissioner Andersen said the commission makes the choice and they need to determine a way that would be fair to do that. Can we agree that Mr. Zolnier would have the ability to have the commission's permission to eliminate those people who don't meet the qualifications?

Mr. Zolnier said we can just develop a matrix and everyone who is key staff would review the resumes. Everyone that fits the criteria on the matrix would be included and then just filter it down. Then it would just be an automotive process of elimination.

The commissioners agreed since the officials and staff will be working with the county manager if they have any ideas or questions that they would like the commissioners to ask during the interviews that they submit them to the commissioners prior to the interviewing process. If staff has no questions Commissioner Andersen recommends all elected officials write down some questions that they would like answered by the candidates. Those questions can be emailed to the commissioners. (See Exhibit A)

**EXECUTIVE SESSION:**

Pursuant to Section 10-15 1 (H) (2) (7) & (8), the following matters may be discussed closed session: a.) personnel: Human Resources Director Contract, County Manager Contract b.) pending or threatened litigation c.) real property; d.) other specific limited topics that are allowed or authorized under the stated statute.

**NO EXECUTIVE SESSION.**

**ACTION ITEMS FROM EXECUTIVE SESSION:**

- Human Resources Director Contract
- County Manager Contract

**NONE**

**NEXT COMMISSION MEETING:**


The next Regular Meeting of the Valencia County Board of County Commission will be held on March 7, 2012 at 9:30 A.M. in the County Commission Room at the Valencia County Courthouse.


**ADJOURNMENT:**

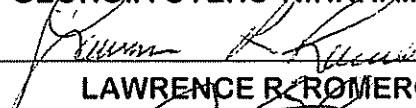
Commissioner Andersen moved for adjournment. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously. **TIME 2:47 P.M.**


**NOTE:** All proposals, documents, items, etc., pertaining to items on the agenda of the February 21, 2012 Public Special Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

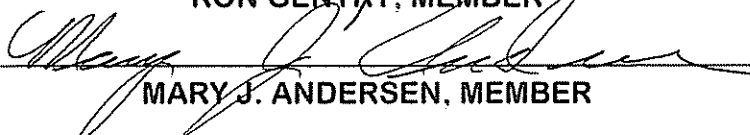
**VALENCIA COUNTY BOARD OF COMMISSIONERS**

  
 \_\_\_\_\_  
**DONALD E. HOLLIDAY, CHAIRMAN**

  
 \_\_\_\_\_  
**GEORGIA OTERO-KIRKHAM, VICE-CHAIR**

  
 \_\_\_\_\_  
**LAWRENCE R. ROMERO, MEMBER**

  
 \_\_\_\_\_  
**RON GENTRY, MEMBER**

  
 \_\_\_\_\_  
**MARY J. ANDERSEN, MEMBER**

**ATTEST:**

  
 \_\_\_\_\_  
**SALLY PEREA, COUNTY CLERK**

3.7.2012  
 \_\_\_\_\_  
**DATE**

## EMPLOYMENT AGREEMENT

This Agreement is made and entered into this **21<sup>st</sup> day of February 2012**, by and between Valencia County, a political subdivision of the state of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "Board" and Dan Zolnier, hereinafter referred to as "Mr. Zolnier."

### **RECITALS**

**WHEREAS**, Valencia County Personnel Rules and Regulations, Policy No. 401-01-2 defines contract employees as employees that "are FLSA exempt and are unclassified employees and have a contract approved by the Board. Contract employees serve at the will and pleasure of the Board. Contract employees are not entitled to grievance procedures or holiday overtime pay;" and,

**WHEREAS**, the Board has desires to extend to Mr. Zolnier an offer of employment as a contract employee pursuant to the terms and conditions contained in this Agreement; and,

**WHEREAS**, Mr. Zolnier has agreed to such employment pursuant to said terms and conditions.

**NOW, THEREFORE**, in consideration of the following recitals, the covenants and conditions hereafter set forth and the obligations to be fulfilled by each party hereunder, the parties hereto agree as follows:

### **Section 1 EMPLOYMENT**

The County agrees to employ Mr. Zolnier as the Human Resources Director for Valencia County. Mr. Zolnier accepts such employment on the terms and conditions contained in this Agreement. **The term of this Agreement shall commence on February 21, 2012 and shall be valid for one year until February 21, 2013** unless sooner terminated as provided herein. Thereafter, this Agreement may be extended for successive additional one-year terms, or for a longer term, upon mutual agreement of the parties.

### **Section 2 DUTIES**

Mr. Zolnier shall perform full-time professional services to the County in his capacity of Human Resources Director, consistent with the provisions of this Agreement. Mr. Zolnier shall at all times faithfully, industriously, and to the best of his ability, perform all such duties that may be required of him as Human Resources Director, which include without limitation those duties attached hereto as Exhibit "A". The county shall defend and indemnify Mr. Zolnier from and against any and all claims or causes of action brought against Mr. Zolnier and arising in connection with his duties hereunder.

The Board may evaluate Mr. Zolnier's performance of his duties as Human Resources Director annually in accordance with objective criteria enumerated in the Valencia County

Personnel Rules and Regulations, Policy No. 401-01-2, as amended, or the most recently adopted personnel policy, and further in accordance with such other criteria as may be determined from time to time by the Board in its sole discretion; however, that the Board shall furnish to Mr. Zolnier a description of the aforesaid criteria at the beginning of each calendar year.

The following provisions of the Personnel Policy do not apply or apply as modified below to Mr. Zolnier or with respect to his employment with the County:

- A. all provisions related to termination and grievance procedures afforded to County Employees do not apply to Mr. Zolnier;
- B. all provisions relating to compensation and overtime pay do not apply to Mr. Zolnier (i.e., Mr. Zolnier is a Fair Labor Standards Act exempt employee);
- C. Mr. Zolnier shall accrue leave at the same rate as an employee with five (5) years or more, but less than 15 years of service.

All other provisions of the Personnel Policy will apply to Mr. Zolnier.

### **Section 3 COMPENSATION AND BENEFITS**

The Board agrees to pay Mr. Zolnier as Human Resources Director as follows:

- A. A gross annual base salary (base salary) in the amount of **\$60,000** per year paid in equal installments at established County pay periods and exclusive of any other benefits provided for in this Agreement. Mr. Zolnier shall be a FLSA exempt salaried employee
- B. The Board agrees to offer Mr. Zolnier standard employee benefits afforded all employees which includes: annual leave, holiday, sick leave, retirement, medical, life and dental insurance. Further, Mr. Zolnier agrees to make any contribution which is standard and usual for employees for said benefits. The standard contribution is established by the Board and may be changed at any time. The County shall withhold from Mr. Zolnier' base salary all required federal and state withholding taxes, as well as any required FICA contributions, and other statutorily mandated withholdings.

### **Section 4 VOLUNTARY RESIGNATION**

Mr. Zolnier may terminate this Agreement by delivering, at least sixty (60) days prior to the anticipated date of termination, a written notice to the Board of his intent to terminate this Agreement. If he is requested to do so by the Board, Mr. Zolnier shall continue under the terms of this Agreement to render his services on behalf of the Board to the date of termination.

### **Section 5 INVOLUNTARY TERMINATION**

The Board may terminate this Agreement by delivering to Mr. Zolnier a written notice of the Board's intent to terminate this Agreement, as determined by a minimum of a 3/5 vote of the

Board. For purposes of this section only, in the event the Board requests that Mr. Zolnier resign and Mr. Zolnier resigns pursuant to such request, then such action shall constitute an involuntary termination hereunder.

In the event of involuntary termination hereunder, the Board shall have no further obligations under this Agreement to Mr. Zolnier except as follows:

- A. If Mr. Zolnier is terminated pursuant to this Section the County shall within ten (10) business days after the date on which termination becomes effective, pay to Mr. Zolnier in a single payment an amount equal to a sum of the amounts allocated for two (2) months under this Agreement for Mr. Zolnier base salary as described in Section 3 hereof.
- B. The County shall also pay Mr. Zolnier accrued annual leave and sick leave as set forth in the Valencia County Personnel Rules and Regulations.
- C. The payments described herein to be extended to Mr. Zolnier in the event of involuntary termination shall constitute the payment of liquidated damages, and Mr. Zolnier shall have no further claim or cause of action against the County, its Board, or the individual members thereof as a result of any termination hereunder.
- D. The foregoing obligations of the County shall apply to any involuntary termination of Mr. Zolnier by the Board except upon the occurrence of one or more of the following events:
  - i. A determination by the Board that Mr. Zolnier has intentionally engaged in illegal conduct or conduct that would rise to the level of just cause termination as defined by Section 7.2 of the Valencia County Personnel Rules and Regulations, Policy No. 401-01-2 ;
  - ii. Conviction of Mr. Zolnier of a crime punishable as a felony, or in the event Mr. Zolnier enters a plea of no lo contender or no contest upon being accused of any such crime, or enters into a plea bargain agreement in response to accusations of any such crime;
  - iii. Engaging in any conduct which is unethical or immoral for a professional;
  - iv. Habitual or excessive use of intoxicants or drugs, or;
  - v. A breach by Mr. Zolnier of Section 2 of this Agreement.

In any such event, the Board may terminate this Agreement immediately and without further obligation hereunder to Mr. Zolnier, except for accrued base salary earned, and benefits as stated in Section 5(B), to the date of termination.

**Section 6**  
**OTHER PROVISIONS**

- A. In the event of termination of this Agreement or Mr. Zolnier's resignation, the parties hereby agree that all County property and all finished or unfinished County documents and property held by Mr. Zolnier shall immediately be tendered and delivered to the County as its property.
- B. This Agreement is subject to modification, if changes are determined necessary upon performance evaluation, with the consent of both parties.
- C. Mr. Zolnier shall not acquire nor continue any financial interest that directly affects his ability to carry out the duties of Human Resources Director and shall otherwise comply with the applicable terms of the Personnel Rules and Regulations.
- D. Mr. Zolnier shall maintain his conduct at the highest standards.
- E. The Board shall provide Mr. Zolnier with professional membership in organizations relating to his employment as Human Resources Director as determined appropriate by the County Manager and as afforded other County employees, within budgetary limitations.

**Section 7**  
**NOTICES**

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

**Section 8**  
**GOVERNING LAW**

This Agreement shall be subject to and governed by the laws of the State of New Mexico, the invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**Section 9**  
**CONTRACT AMENDMENT**

This Agreement may be amended by mutual agreement in writing by the parties. However, Mr. Zolnier annual salary may increase as agreed upon by the parties without requiring an amendment to this Agreement. In addition, the Board may change benefit contribution requirements without amendment to this Agreement.

**Section 10**  
**ENTIRE AGREEMENT**



The parties hereto agree that this Agreement incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and that all covenants, agreements and understandings have been merged into this Agreement. No prior agreements or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable.

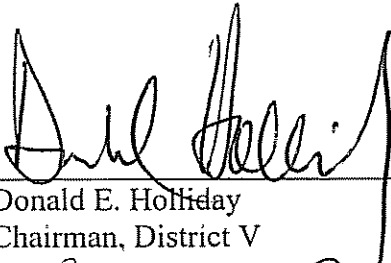
**Section 11**  
**SAVINGS CLAUSE**


In the event that one or more provisions of this Agreement shall be declared invalid or unenforceable by any court of competent jurisdiction, then the remaining provisions of this Agreement shall nonetheless continue to be valid and enforceable by and between the parties.

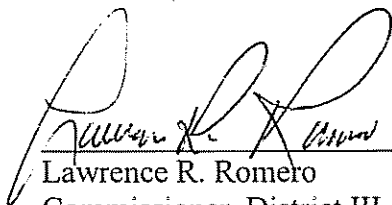
**IN WITNESS WHEREOF**, the Board and Mr. Zolnier have each caused this Agreement to be executed as of the date first written above.


**BOARD OF COUNTY COMMISSIONERS**

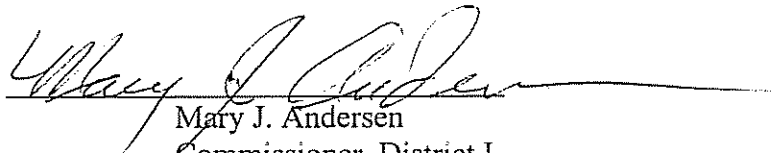
P.O. Box 1119 / 444 Luna Ave.  
Los Lunas, NM 87031

  
Donald E. Holliday  
Chairman, District V

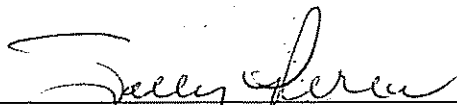
  
Georgia Otero-Kirkham,  
Chair, District II

  
Lawrence R. Romero  
Commissioner, District III

  
Ron Gentry  
Commissioner, District IV

  
Mary J. Andersen  
Commissioner, District I

Attest:

  
Sally Perca, County Clerk

EMPLOYEE

  
Dan Zolnier

Date:  2/26/12

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF VALENCIA )

This instrument was acknowledged before me this 21 day of February, 2012 by Dan Zolnier.

Notary Public  


My commission expires:

1-10-2013  
