

December 20, 2013

**Agenda**

**9:30 AM Special Meeting**  
Valencia County Commission  
Chambers  
444 Luna Avenue  
Los Lunas, NM 87031

**Board of County Commissioners**

|                            |              |
|----------------------------|--------------|
| Charles D. Eaton, Chair    | District IV  |
| Alicia Aguilar, Vice-Chair | District II  |
| Mary Andersen              | District I   |
| Lawrence R. Romero         | District III |
| Jhonathan Aragon           | District V   |

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***Please Silence all Electronic Devices***

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

**EXECUTIVE SESSION:**

Pursuant to Section 10-15 1 (H) (2) & (7), the following matters may be discussed in closed session: a. personnel: **County Manager** b. pending or threatened litigation c. 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 ITEM(S)**

- 4) Consideration of County Manager Contract. **Daniel Zolnier**

**NEXT COMMISSION MEETING:**

♦ **January 8, 2014**

**ADJOURN:**

*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.*

**B: 77 P: 638**



## VALENCIA COUNTY BOARD OF COMMISSIONERS

## SPECIAL MEETING

DECEMBER 20, 2013

|   |  |
|---|--|
| <b>PRESENT</b>                            |  |
| Charles Eaton, Chairman                   |  |
| Alicia Aguilar, Vice-Chair                |  |
| Lawrence R. Romero, Member                |  |
| Jhonathan Aragon, Member                  |  |
| Mary J. Andersen, Member                  |  |
| Nick Telles, Interim County Manager       |  |
| Adren Nance & Dave Pato, County Attorneys |  |
| Peggy Carabajal, County Clerk             |  |
| Press and Public                          |  |

1) The meeting was called to order by Chairman Eaton at 9:35 A.M.

2) Warden Joe Chavez led the Pledge of Allegiance.

3) Approval of Agenda

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

**EXECUTIVE SESSION:**

Pursuant to Section 10-15-1 (H) (2) & (7) the following matters may be discussed in closed session; a) Personnel: County Manager b) Pending or threatened litigation; c) other specific limited topics that are allowed or authorized under the stated statute.

Attorney Nance stated that what was to be discussed is limited to what was presented on the agenda for executive session.

Commissioner Romero moved to go into executive session. Seconded by Commissioner Aragon. Roll call vote. Commissioner Romero voted yes. Commissioner Andersen voted yes. Commissioner Aragon voted yes. Commissioner Aguilar voted yes. Chairman Eaton voted yes. Motion passed 5-0.

Commissioner Aragon moved to return to regular session. Seconded by Commissioner Andersen. Motion passed unanimously.

Attorney Nance stated the matter discussed in executive session was limited to that in the motion for closure. No final action was taken.

Commissioner Aguilar moved for approval of the summary as stated by Attorney Nance. Seconded by Commissioner Aragon. Roll call vote. Commissioner Romero voted yes. Commissioner Andersen voted yes. Commissioner Aragon voted yes. Commissioner Aguilar voted yes. Chairman Eaton voted yes. Motion passed 5-0.

**ACTION ITEM(S):**

4) Consideration of County Manager Contract. *Dan Zolnier*

Commissioner Andersen moved for approval to offer the County Manager contract to Jeff Condrey. Seconded by Commissioner Aragon. Motion carried unanimously. (See Exhibit A)

Mr. Condrey accepted the position; he thanked the commission and said he is looking forward to working with everyone and serving Valencia County as the new County Manager.

Chairman Eaton thanked Mr. Zolnier and staff for setting up the selection and interview process. He went on to say that the process was professionally done and he believes that the most professional and qualified individual was brought in as the new county manager. Commissioner Aguilar thanked Mr. Condrey for accepting the contract; she also thanked the County Attorneys for all their help and assistance through this process.

(See Exhibit A)

**NEXT COMMISSION MEETING:**

**B: 77 P: 639**



Minutes of December 20, 2013 Special Meeting

The next Regular Meeting of the Valencia County Board of County Commission will be held on December 20, 2013 at 5:00 P.M. Meeting in the County Commission Room at the Valencia County Courthouse.

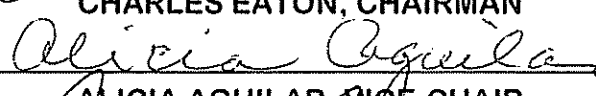
5) Adjournment

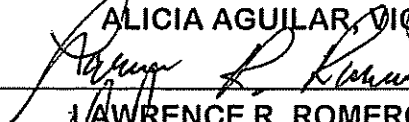
Commissioner Aguilar moved for adjournment. Seconded by Commissioner Andersen. Motion carried unanimously. TIME: 9:56 A.M.

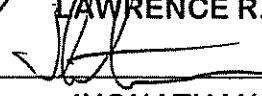
**NOTE:** All proposals, documents, items, etc., pertaining to items on the agenda of the December 20, 2013 Special Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

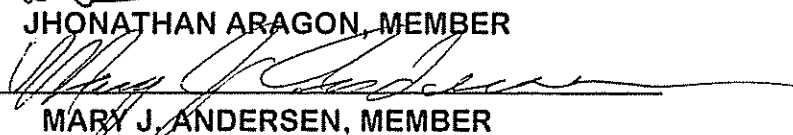
VALENCIA COUNTY BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
CHARLES EATON, CHAIRMAN


  
\_\_\_\_\_  
ALICIA AGUILAR, VICE-CHAIR

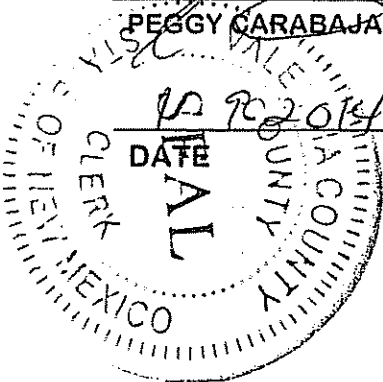
  
\_\_\_\_\_  
LAWRENCE R. ROMERO, MEMBER

  
\_\_\_\_\_  
JHONATHAN ARAGON, MEMBER

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

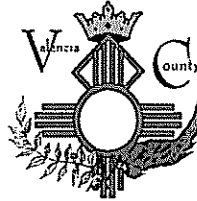
ATTEST:

  
\_\_\_\_\_  
PEGGY CARABAJAL, COUNTY CLERK



**B: 77 P: 640**





**EMPLOYMENT AGREEMENT**

This Agreement is made and entered into this 19<sup>th</sup> day of December 2013, 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 Mr. Jeff Condrey, hereinafter referred to as "Mr. Condrey."

**WITNESSETH**

**WHEREAS**, pursuant to NMSA 1978 Section 4-38-1 (1884) the powers of a county as a body politic and corporate shall be exercised by a board of county commissioners; and,

**WHEREAS**, NMSA 1978 Section 4-38-19 (B) (1973) provides that, "[a] board of county commissioners may employ and set the salary of a county manager to conduct the business of the county, to serve as personnel officer, fiscal director, budget officer, property custodian and to act generally as the administrative assistant to the board, aiding and assisting it in the exercise of its duties and responsibilities;" and,

**WHEREAS**, the Board has extend an offer of employment to Condrey pursuant to the terms and conditions contained in this Agreement; and,

**WHEREAS**, Condrey 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 Board of County Commissioners agrees to employ Mr. Condrey as the County Manager for Valencia County. Mr. Condrey accepts such employment on the terms and conditions contained in this Agreement. The term of this Agreement shall commence on January 1, 2014, and shall be valid until January 31, 2015 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. Condrey shall perform full-time professional services to the County in his capacity of County Manager, consistent with the provisions of this Agreement. Mr. Condrey shall at all times faithfully, industriously, and to the best of his ability, perform all such duties that may be required of him as County Manager, which include without limitation those duties detailed in NMSA 1978, § 4-38-19 (1973) and those duties as attached hereto as Exhibit "A". The county shall defend and indemnify Mr. Condrey from and against any and all claims or causes of action brought against Mr. Condrey and arising in connection with his duties hereunder.

The Board may evaluate Mr. Condrey's performance of his duties as County Manager 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. Condrey 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. Condrey 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. Condrey;
- B. all provisions relating to compensation and overtime pay do not apply to Mr. Condrey (i.e., Mr. Condrey is a Fair Labor Standards Act exempt employee);
- C. all provisions related to the accumulation and use of sick or annual leave do not apply to Mr. Condrey.

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

## **SECTION 3 COMPENSATION AND BENEFITS**

The Board agrees to pay Mr. Condrey as County Manager a gross annual base salary (base salary) in an amount of ninety thousand dollars (\$90,000.00) in equal installments at established County pay periods and exclusive of any other benefits provided for in this Agreement. The Board agrees to offer Mr. Condrey standard employee benefits, afforded all employees, unless exempted above, which includes: retirement, medical, life and dental insurance. Further, Mr. Condrey 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. Condrey's base salary all required federal and state withholding taxes, as well as any required FICA contributions, and other statutorily mandated withholdings.

## **SECTION 4 VOLUNTARY TERMINATION BY CONDREY**

Mr. Condrey may terminate this Agreement by delivering, at least thirty (30) 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. Condrey 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. Condrey 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. Condrey resign and Mr. Condrey 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. Condrey except as follows:

- A. Within ten (10) business days from and after the date on which termination becomes effective, the County shall pay to Mr. Condrey in a single payment an amount equal to a sum of the amounts allocated for two (2) months under this Agreement for Mr. Condrey's base salary as described in Section 3 hereof.
- B. The payments described herein to be extended to Mr. Condrey in the event of involuntary termination shall constitute the payment of liquidated damages, and Mr. Condrey 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.
- C. The foregoing obligations of the County shall apply to any involuntary termination of Mr. Condrey by the Board except upon the occurrence of one or more of the following events.
  - i. A determination by the Board that Mr. Condrey has intentionally engaged in illegal conduct;
  - ii. Conviction of Mr. Condrey of a crime punishable as a felony, or in the event Mr. Condrey enters a plea of no contest 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. Condrey of Section 2 of this Agreement.

In any such event, the Board may terminate this Agreement immediately and without further obligation hereunder to Mr. Condrey, except for accrued base salary earned to the date of termination.



**SECTION 6  
OTHER PROVISIONS**

- A. In the event of termination of this Agreement or Mr. Condrey's resignation, the parties hereby agree that all County property and all finished or unfinished County documents and property held by Mr. Condrey 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. Condrey shall not acquire nor continue any financial interest that directly affects his ability to carry out the duties of County Manager and shall otherwise comply with the applicable terms of the Personnel Rules and Regulations.
- D. Mr. Condrey shall not independently contract to consult or lecture to other entities or organizations without prior approval of the Board of County Commissioners.
- E. Mr. Condrey shall maintain his conduct at the highest standards.
- F. The Board shall provide Mr. Condrey with professional membership in organizations relating to his employment as County Manager as determined appropriate by the County Manager and as afforded other County employees, within budgetary limitations. He shall also receive, mileage, per-diem/lodging for necessary travel for County business.
- G. Mr. Condrey's duties require that he shall have the exclusive use of a County automobile for official use at all times during his employment. The County shall provide Mr. Condrey with a suitable automobile and be responsible for liability, property damage and compensation insurance associated with the Mr. Condrey's use of the automobile, and for the maintenance, operation and other operating expenses associated with his use of said automobile. Any income tax liabilities associated with Mr. Condrey's use of the automobile shall be his sole responsibilities.

**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. Condrey or to the Commission Chair 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  
ATTORNEY FEES**

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

**SECTION 10  
CONTRACT AMENDMENT**

This Agreement may be amended by mutual agreement in writing by the parties. However, Mr. Condrey's 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 11  
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.

**SECTION 12  
SAVINGS CLAUSE**

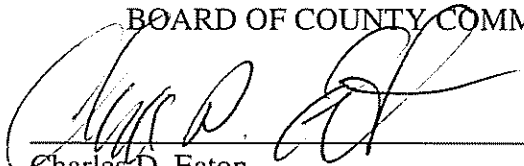
In the event that one or more provisions of this Agreement shall be declared invalid or unenforceable by any court of competent jurisdiction, then the remaining provisions of this Agreement shall nonetheless continue to be valid and enforceable by and between the parties.

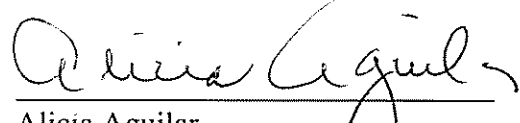
**IN WITNESS WHEREOF**, the Board and Mr. Condrey have each caused this Agreement to be executed as of the date first written above.


**BOARD OF COUNTY COMMISSIONERS**  
P.O. Box 1119 / 444 Luna Ave.  
Los Lunas, NM 87031

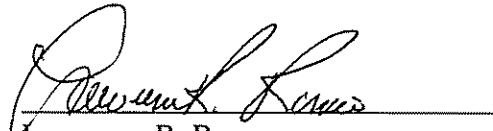
**APPROVED, ADOPTED, AND PASSED** on this 20<sup>th</sup> day of December, 2013.


BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF VALENCIA

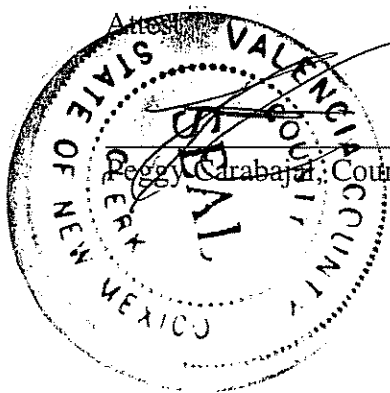
  
Charles D. Eaton  
Chairman, District IV

  
Alicia Aguilar  
Vice-Chair, District II

  
Mary J. Andersen  
Commissioner, District I

  
Lawrence R. Romero  
Commissioner, District III

  
Jhonathan Aragon  
Commissioner, District V

  
Attest:  
Reggie Carabajal, County Clerk

**B: 77 P: 646**

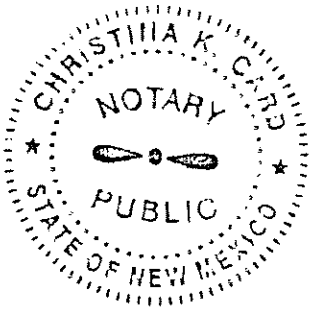


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Notary Public

Christina K Card

May 31, 2015



**B: 77 P: 647**

