

Human Resource Division

Eileen F. Sedilla
Human Resource Supervisor

Rock G. Ulibarri
Chairman - District 1

Arthur J. Padilla
Vice-Chairman - District 3

Janice C. Varela
Commissioner - District 2

Maria L. Martinez
Commissioner - District 4

Chris A. Najjar
Commissioner - District 5

Vidal Martinez, Ed.D.
County Manager

RESPONSE TO WRITTEN REQUEST TO INSPECT RECORDS (NMSA 1978, Sections 14-2-1 et seq.)

June 2, 2017

Tristan Goodwin
Rio Grande Foundation
PO Box 40336
Albuquerque, NM 87196

Regarding: Request Submitted on June 1, 2017

1. XXXXXX Your written request has been received; the records are available and are attached to this email.
2. _____ Your written request for copies of records has been received, and the records are available. Please remit a check for \$_____ made payable to San Miguel County for the cost of record copies and mail to address listed. Please to expedite your request, include copy of this letter with your payment. Upon receipt, we will mail the records accordingly. Thank You!
3. _____ Your written request has been received, and San Miguel County will respond to your request after the records have been located and reviewed.
4. _____ Your written request has been received, and the custodian of records has determined that your request is excessively burdensome or broad and that additional time will be needed to respond to the written request.
5. _____ Your written request has been received and San Miguel County does not have custody or control of the records you request because this agency is

not responsible for maintain those records. The records may be maintained by _____ (name and address of agency if known). We are forwarding your request to that agency's records custodian for response. To expedite your request it would be advisable for you to write an additional letter requesting the records to the proper custodian at your earliest convenience.

6. _____ Your written request has been received and is denied.
- a. _____ (Description of records)
 - b. _____ (Name and title or position of person responsible for denial)
 - c. _____ (Explanation for denial)
 - i) _____ Executive Privilege
 - ii) _____ Law Enforcement Evidentiary/Investigatory Privilege
 - iii) _____ Confidential pursuant to Arrest Records Information Act
 - iv) _____ Excepted pursuant to NMSA 1978, Section 1-2-1, Subsection _____.
 - v) _____ Other _____

7. _____ Your written request has been received. In order to adequately respond to your request, we need the following additional information:
- _____
- _____

8. _____ Your written request has been received, and San Miguel County has reviewed the departments records and no records exist which are responsive to your request.

6/1/17 (Date written request received at the office of the custodian)

6/2/17 (Date San Miguel County response via email
tgoodwin18@cornellcollege.edu)

Eileen Sedillo, Human Resource Supervisor
San Miguel County Human Resource Division
500 West National Suite 202, Las Vegas NM 87701
505-425-1557

June 1, 2017

Attn: Geraldine Gutierrez
County Clerk
San Miguel County
[500 West National Ave. Suite 113
Las Vegas NM 87701

RECEIVED
SAN MIGUEL COUNTY
CLERK'S OFFICE

JUN 1 2017

AT 5:00 O'CLOCK P M.
BY DeJ DEPUTY

RE: New Mexico Public Records Request

Dear Mrs. Gutierrez:

This is a formal request under the New Mexico Inspection of Public Records Act. I wish to obtain an electronic copy of the San Miguel County Manager's contract. I request this information to be sent in an electronic format, preferably a PDF, to me at **tgoodwin18@cornellcollege.edu**.


Please notify me when the records are available for inspection. I can be reached by phone at (505) 670-1074. Thank you for your prompt attention to this matter.

Sincerely,



Tristan Goodwin
Policy Analyst
Rio Grande Foundation



JUN - 2 2017

SAN MIGUEL COUNTY
HUMAN RESOURCES DIVISION



Gutierrez, Geraldine <ggutierrez@co.sanmiguel.nm.us>

NM IPRA Request

1 message

Tristan Goodwin <tgoodwin18@cornellcollege.edu>

Thu, Jun 1, 2017 at 4:58 PM

To: ggutierrez@co.sanmiguel.nm.us

Dear Mrs. Gutierrez,

Please give your attention to the following attachment. It relates to a request from the Rio Grande Foundation regarding your County Manager's contract. If you are the wrong person to speak with regarding these records, then please direct me to the correct person.

Thanks,

Tristan Goodwin
Policy Analyst
Rio Grande Foundation



SanMiguelManagerContractRequest.doc

98K



Board of County Commissioners

County of San Miguel
State of New Mexico

SAN MIGUEL COUNTY
Pages: 7

I Hereby Certify that this Instrument was filed for record 03/14/2017 03:36:08 PM and was duly recorded as Instrument No. 201700821 of the Records of San Miguel County, NM.

Witness My Hand and Seal Of Office
Geraldine E. Gutierrez

Deputy
County Clerk, San Miguel, NM



Rock G. Ulibarri
Chairman - District 1

Arthur J. Padilla
Vice-Chair - District 3

Janice C. Varela
Commissioner - District 2

Maria L. Martinez
Commissioner - District 4

Chris A. Najan
Commissioner - District 5

Alex Tafuya
Interim County Manager

EMPLOYMENT CONTRACT

BETWEEN

THE BOARD OF COUNTY COMMISSIONERS OF
SAN MIGUEL COUNTY, NEW MEXICO

AND

VIDAL MARTINEZ

This Agreement is entered into this 14 day of March, 2017, by and between the **BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, NEW MEXICO** (hereinafter referred to as "Employer") and **VIDAL MARTINEZ** (hereinafter referred to as "Employee").

The purpose of this Agreement is to specify the terms and conditions of employment for Employee in his capacity as San Miguel 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 the Agreement means the Board of County Commissioners of San Miguel County, New Mexico.

SECTION 1 – TERM OF EMPLOYMENT

The term of employment provided for in this contract is from March 16, 2017 through March 15, 2019.

SECTION 2 – EMPLOYEE'S GERAL RESPONSIBILITY

A. DUTIES:

1. In accordance with NMSA 1978, Section 4-39-19 (as amended through 1973), the County Manager shall conduct the business of the County, serve either directly or through responsibility as the personnel officer, fiscal director, budge 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.
2. As chief administrative officer, directs the planning, delivery, and evaluation of all county services and activities through department head; assumes responsibility for full and effective utilization of County personnel by establishing overall

departmental objectives, priorities and standards; serves as final hiring authority for all non-exempt and most exempt County positions

3. Manages the preparation and administration of the County's budget, submits budget and capital improvement programs to the County Commission; monitors overall fiscal activity of the County to assure compliance with established budgets; apprised County Commission regarding ongoing financial status of the County; directs the preparation of periodic operational/financial report for County review and/or approval.
4. Directs and evaluates the effectiveness of Division supervisors through regular staff meetings and periodic reports; participate in all meetings of the County Commission and presents new/modified programs and policies for Commission review and approval; represents the County of San Miguel in meetings with State, Federal and other local governmental agencies, and in meetings with professional organizations and local/regional citizen groups.
5. Manages the day to day operas and internal affairs of the County; develops policies, procedures and processes as needed to implement the decisions of the County Commission; interacts with the County Commission to discuss/recommend new/ modified services and activities to improve the health, safety, and/or welfare of the County's residents; performs and directs research on issues, policies and political developments; advises and apprises governing body as needed; approves recommendations for executive and administrative actions; makes recommendations for legislative actions; directs or conducts internal investigations, examines books, records and official papers of any office, department, agency, board or commission of the County as needed to assure integrity of operations and prevent impropriety.
6. Meets with County residents, attorneys, developers, consultants, vendors, and other parties to discuss/resolve issues of mutual concern and/or interest; facilitates/ensures public access to County government and planning/development efforts/activities; informs/updates the County Commission regarding all major matters, transactions, developments, and activities relating to the operations, services, or functions of the County.
7. Represents the County as directed by the governing body; participates in intergovernmental consortiums to establish mutual relationships and programs; facilitates and participates in interagency, intergovernmental and private enterprise programs and projects as needed.

Employment Contract
San Miguel County and Vidal Martinez

8. Acts as one of the county's lobbyist during state legislative sessions; represents the needs and interests of San Miguel County government; promotes the attractiveness and benefits of the county to attract business and industry that is in harmony with the goals, standards and local culture of the county.
9. Serves as arbitrator or adjudicator of complaints filed against or between County employees, departments, divisions, or services; negotiates to achieve mutually agreeable solutions.
10. Develops state-of-the-County reports; issues public statements to the press and responds to questions from the press related to County management, policies, procedures, administrative decisions, etc.; assumes responsibility for general public relations activities; attends public events and delivers public addresses.
11. Exercises general management over public property under the jurisdiction of the County.
12. Performs other related duties as required.
13. Employee shall do all things directed of him 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.
14. 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
15. 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.

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,

Employment Contract
San Miguel County and Vidal Martinez

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 his 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 San Miguel County Personnel 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;

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San Miguel County and Vidal Martinez

- 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 he 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 Eighty Thousand, Five Hundred (\$85,000.00) dollars 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 San Miguel County, established by policy or custom, save and except those exceptions noted in this Agreement, shall be granted to Employee.

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 his absence matters are properly addressed as if he were present, to the best of his 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.

SECTION 8 – LIABILITY

The employee shall be provided with a defense and shall cooperate fully with any defense of the County for any and all claims and liabilities to which he has or shall become subject by reason of serving or having served as such officer of the County, or by reason of action alleged to have been taken, omitted, or neglected by him as such officer, or employee of the County to the extent such claims are covered by the New Mexico Association of Counties or any other insurer.

SECTION 9 – INTEGRATION

This Agreement contains the entire agreement and understanding of the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representations, express or implied, not contained in this Agreement.

SECTION 10 – MODIFICATION/WAIVER OF BREACH

- A. **Modification of this Contract:** No waiver or modification of this Employment Contract or any covenant, condition or limitation herein shall be valid unless in writing and duly executed by the party to be charged therewith, except that this Contract may be amended and/or supplemented from time to time upon agreement, provided such modification, supplement or amendment must be in writing and signed by both parties. The parties further agree that provisions of this section may not be waived.

- B. **Waiver of Breach:** No waiver by either party of any rights under this Employment Contract will be valid unless set forth in writing signed by that party. The failure of either party to insist upon strict performance of the Employment Contract shall not be construed as a waiver.

SECTION 11 – SUFFICIENCY OF APPROPRIATIONS

Nothing in this Contract shall be construed as obligating the Employer in the expenditure of funds or for some future payment of funds in excess of appropriations authorized by law and actually transferred to the Board. The Board's obligations pursuant to this Contract are therefore contingent upon appropriation of funds by the New Mexico Legislature, or the governing body of each party. The Board's decision concerning appropriations, including decisions concerning the sufficiency of appropriations, shall be final.


IN WITNESS WHEREOF, the parties have hereunto set their hand and seals on the date opposite their respective signatures

ADOPTED AND APPROVED this 14 day of March 2017 by the Board of County Commissioners of San Miguel County, New Mexico.


Employment Contract
San Miguel County and Vidal Martinez

EMPLOYER:

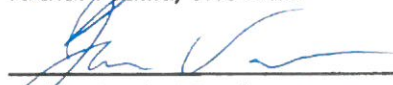
**BOARD OF COUNTY COMMISSIONERS
OF SAN MIGUEL COUNTY, NEW MEXICO**



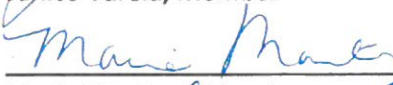
Rock Ulibarri, Chairman



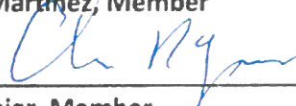
Arthur Padilla, Vice Chair



Janice Varela, Member



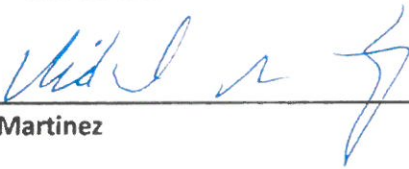
Maria Martinez, Member



Chris Najjar, Member

SIGNED this 14 day of March 2017 by Vidal Martinez.

EMPLOYEE:



Vidal Martinez

ATTEST:



**Geraldine Gutierrez
San Miguel County Clerk**

**APPROVED AS TO
LEGAL SUFFICIENCY:**



**Marc A. Grano
County Attorney**

Employment Contract
San Miguel County and Vidal Martinez