

## **AMENDED MEETING DATE**

### **ANIMAL SERVICE CENTER OF THE MESILLA VALLEY BOARD OF DIRECTORS**

#### **AGENDA**

The following agenda will be considered at a Special Meeting of the Animal Service Center of the Mesilla Valley Board of Directors to be Held on **Thursday, February 5, 2009, at 9:00 a.m.** at the Doña Ana Commission Chambers, 1<sup>st</sup> Floor, Doña Ana County Government Center, 845 N. Motel Blvd., Las Cruces, New Mexico.

- I. Call to Order
- II. Election of Officers
- III. Establish Meeting Dates, Times, Venue and Notification Requirements
- IV. Action Item(s)
  1. Formal Appointment and Employment Contract Authorization for Dr. Beth Vesco-Mock, Executive Director.
  2. Adoption of the Fiscal year 2009 Budget.
  3. Direction to Establish Applicable Ad Hoc Committee and Membership.
- V. Board Input
- VI. Public Input (Three Minutes)
- VII. Adjournment

If You Need an Accommodation for a Disability to Enable You to Fully Participate in this Event Please Contact Us 48 Hours Before the Event at [541-2115/v](tel:541-2115) or [541-2128/tty](tel:541-2128).

Posted Dated: January 13, 2009

## EMPLOYMENT AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009 by and between the \_\_\_\_\_ ("Employer"), and Dr. Beth Vesco Mock ("Employee").

### RECITAL

The City of Las Cruces and Dona Ana County assumed joint fiscal and operational responsibility for the Animal Service Center of the Mesilla Valley on February 1, 2008. It is the intent of the parties to create, through a joint powers agreement, a governing board for this operation. Furthermore, it is the intent of the parties to recommend the transfer of the contractual obligations hereunder to the board as soon as practicable.

It is mutually agreed as follows:

#### Section 1: Term

This agreement shall remain in full force and effect from \_\_\_\_\_, 2009 through July 3, 2011 unless terminated by the Employer or by the Employee as provided in subsequent sections of this agreement.

#### Section 2: Duties and Responsibilities

The Employer hereby employs the Employee as executive director for the Animal Care Center of the Mesilla Valley to perform the functions as described in the attached job description, attached hereto as Exhibit A, and any other reasonable duties as directed by the board.

#### Section 3: Compensation

- A. Base Salary: The Employer shall pay the employee and annual base salary of eighty six thousand (86,000) dollars, payable in installments at the same time that other employees of the Employer are paid.
- B. The Employer may increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of this agreement.
- C. The Employer will consider of the Employees compensation on an annual basis.

#### **Section 4: Health, Disability and Other Benefits.**

The employee shall be eligible for and may elect to receive all benefits normally provided to other non-represented employees. Said benefits shall be provided for in the same manner as made available to other employees.

#### **Section 5: Annual, Sick and Other Leave**

- A. Upon commencing employment the Employee shall be:
  - 1. Credited with eight (8) hours of personal leave.
  - 2. Credited with sixty four (64) hours of annual leave.
  - 3. Begin accruing annual and sick leave at the same rate as other first year employees.
  
- B. In January of each year the employee will receive:
  - 1. Eight (8) hours of personal leave
  
- C. On the original anniversary date of this agreement, with the intent of providing the Employee with one hundred and sixty (160) hours of annual leave per year:
  - 1. Receive credit for annual leave to equal the estimated unaccrued balance of annual leave.
  
- D. The Employee shall not carry forward from one calendar year to the next:
  - 1. More than 1,560 hours (195 days) of Sick Leave.
  - 2. More than one hundred (160) hours of annual leave
  - 3. Personal leave.
  
- E. In the event of the Employees termination the Employer will pay all accrued annual leave at a one to one (1:1) ratio, and sick leave at a one to three (1:3) ratio. No other leave will be paid out.
  
- F. The employee will be entitled to jury, bereavement and military leave as provided to other employees.

#### **Section 6: Retirement**

The Employer shall enroll the Employee into the Public Employees Retirement Association ("PERA") and make all the appropriate contributions to PERA for non-represented employees. The Employee will make applicable contribution to the plan

In the event of a Plan change, Employee and Employer contributions will be adjusted accordingly.

## **Section 7: Discipline and Termination**

The board shall have the authority to take disciplinary actions deemed necessary against the Employee.

A. Disciplinary actions shall include the following:

1. Verbal warning or Counseling
2. Verbal reprimand
3. Written reprimand
4. Suspension without pay
5. Involuntary demotion
6. Termination

For the purposes of this agreement, termination is defined as separation of an individual from the work force, voluntarily or involuntarily, with resulting severance of all employee benefits.

- A. Voluntary Termination. When an employee decides to leave employment, he/she shall submit written notice to Board. The Employee shall provide at least thirty (30) days notice prior to departure.
- B. Involuntary Termination. This action may be initiated for a variety of reasons. Those reasons include, but are not limited to:
1. Incapacity or inability to perform the "essential job functions" for which the employee was hired, with or without reasonable accommodations.
  2. For cause or for violation of Employer work rules, including but not limited to:
    - a. Dereliction of duty.
    - b. Failure to report any criminal conviction.
    - c. Flagrant or continued failure to obey work rules and regulations, as set forth herein or as may be set forth in writing by the City Manager.
    - d. Inability to work with others.
    - e. Dishonesty in the execution of job duties or dishonesty when participating in an administrative investigation.

- f. For other employee conduct which is detrimental or prejudicial to the best interests of the organization.
  - g. For mis-use of Official credit cards.
- C. Notice Requirement. The Employee shall be presented with a "Termination Notice" prior to actual termination.
- 1. The termination notice shall include:
    - a. Written notice of the reason(s) for the proposed termination.
    - b. Explanation of the facts in support of the proposed termination.
  - 2. The employee will be given the opportunity to present a rebuttal within five (5) days of receipt.
  - 3. The rebuttal will be in closed session.
  - 4. Absent a rebuttal termination will be effective the sixth (6) day following the notice of intent to terminate
- D. Appeal:
- 1. The Employee may appeal their termination to an appeals board.
  - 2. A formal appeal must be filled in writing with the City Clerk within ten (10) days from the Notice of Termination.
  - 3. The appeals board will be comprised of five member board randomly selected by the City Clerk from the pool of existing city standard board members who will conduct formal hearing.
  - 4. The board will elect a chair
  - 5. The chair will set a hearing date within fifteen (15) of receipt of the appeal.
  - 6. The parties may present a written submission to the board, no later than seven (7) days before the hearing.
  - 7. The hearing will be closed to the public.
  - 8. The Employee will be self-represented.
  - 9. The Employer will be represented by the City Manager, the County Manager, or their designee.
  - 10. The board shall provide a written report and either uphold or overturn the termination.
  - 11. The Board will disband following the termination of its duties

### **Section 8: Severance**

If the Employee is terminated prior to the expiration of this agreement:

- A. The Employer shall provide a minimum severance payment equivalent to four month of the Employees initial annual salary (\$21,667) plus four thousand seventy two dollars and fifty cents (\$4,072.50).
- B. This severance shall be paid in a lump sum, unless otherwise agreed to by the parties.

- C. If the Employee is terminated because of a conviction of a felony or misdemeanor, then the Employer is not obligated to pay severance under this section.
- D. If the Employee voluntarily resigns, the Employer is not obligated to pay severance under this section.

### **Section 9: Performance Evaluation**

The Employer shall review the performance of the Employee at least once annually commencing July 2009 and thereafter subject to a process, form, criteria and format for the evaluation which shall be established by the employer. The valuation shall be performed in closed session and shall, if reduced in writing, not be considered a public document.

### **Section 10: General Provisions**

- A. Integration : This agreement sets forth and establishes the entire understanding between the parties relating to the employment of the Employee by the Employer. The parties by mutual written agreement may amend any provision of this Agreement during the life of this Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- B. Severability: The i nvalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Dr. Beth Vesco-Mock      Date

By: \_\_\_\_\_  
\_\_\_\_\_  
Board Chair      Date



## JOB DESCRIPTION

**Job Title: Director, Animal Services Center of the Mesilla Valley**

**Class Code: KDIR**

**Pay Grade: 59**

**Effective Date: February 2008**

**FLSA: Exempt**

**Revision Date: February 2008**

### **NATURE OF WORK:**

Plans, organizes, coordinates and directs the activities and staff of the ANIMAL SERVICES CENTER OF THE MESILLA VALLEY to meet City and County goals and objectives and assure compliance with City, State and Federal laws and regulations.

### **DUTIES AND RESPONSIBILITIES:**

- Develops and implements Animal Shelter strategies and tactical goals to meet strategic plans and objectives; reviews and approves complex solutions for animal sheltering and care issues; reviews strategies and determines resource requirements and program goals and deliverables; determines scope and priorities of projects; develops programs and policies to support present and future needs.
- Provides leadership, direction, and guidance to animal shelter operations; evaluates and analyzes issues, and recommends and implements solutions; identifies and monitors long and short range goals and objectives; manages shelter performance and productivity; directs the continuous improvement of the work products; assures the overall integrity of the support and functionality of the shelter services; develops, evaluates and manages overall budgets; maintains current and accurate financial and resource information on shelter operations.
- Manages and coordinates assigned staff; develops goals and priorities, assigns tasks and projects; develops staff skills and training plans; counsels, trains and coaches professional, administrative and technical staff; responds to complaints about employees, volunteers and facility procedures; assists customer service representatives when dealing with difficult situations and resolves problems of a unique and/or sensitive nature; responds to community concerns regarding animal issues; implements corrective actions and conducts performance evaluations; provides leadership, direction and guidance in program management, technical strategies and priorities; reviews and approves status reports prepared by Department personnel and directs schedule and plan modifications.
- Develops, implements and monitors department budget, approves budget expenditures; prepares and reviews operational analyses of program costs, revenue streams, fees, and revenue enhancement opportunities; prepares and presents various special and recurring reports.
- Monitors regional and national animal care and sheltering program trends; recommends operational improvements; interprets user concerns, defines desired results, develops solutions, and recommends direction of new strategies; directs long range planning for animal shelter program development; addresses growth and quality of care issues; assures effective communications with City and County executive management and other departments; assures compliance with state and Federal policy and regulations.
- Manages, allocates, and coordinates numerous internal and external resources; represents the shelter as the chief spokesperson; assures effective communication of issues and strategies between animal shelter and City and County management team; serves as animal shelter advisor and liaison between the City and various regional organizations, state and Federal agencies; participates in meetings with government officials, civic organizations, and community groups.

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This job description indicates in general the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of an incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of an incumbent. An incumbent may be asked to perform other duties as required.

**MINIMUM QUALIFICATIONS:**

Bachelor's Degree in Business, Public Administration, or related field and five (5) years experience managing animal shelter, care, or advocacy programs or operations, including two (2) years supervisory/management experience. A combination of education, experience, and training may be applied in accordance with City of Las Cruces policy.

**Licenses/Certification(s):**

Valid Class D driver's license is required.

**KNOWLEDGE, SKILLS & ABILITIES REQUIRED:**

**Knowledge of:** Principles and practices of administrative management, including personnel rules, cost accounting, budgeting, strategic planning and effective employee supervision; principles, practices and procedures of animal care and sheltering activities; Federal, State and local laws, rules and regulations affecting animal shelter programs; business and personal computers and standard software applications; City organization, operations, policies and procedures.

**Ability to:** Assess and prioritize multiple tasks, projects and demands; communicate effectively in verbal and written forms; establish and maintain effective working relations with employees, officials, other agencies and the general public.

**Skills in:** Analyzing animal care and sheltering issues, evaluating alternatives, and making logical recommendations based on findings; presenting and defending animal sheltering program information in a public speaking setting such as neighborhood meetings and public hearings; analyzing needs of City and prioritizing Public Services programs to meet the City's community service strategies; developing and implementing long-range plans and procedures for cost effective management of allocated resources; effectively managing and leading staff; delegating tasks and authority; interpreting qualitative and quantitative instructions and analyzing complex variables; using initiative and independent judgment within established procedural guidelines.

**Environmental Factors:**

Work is performed mostly in a standard office environment and in an animal kennel.

**Physical Factors:**

Light physical demands; mostly desk work. Frequent to constant use of a personal computer. Occasional travel to other facilities or meetings.

**Work Situation Factors:**

Position involves competing demands, performing multiple tasks, working to deadlines, occasional work beyond normal business hours, and responding to customer issues including dealing with irate and upset citizens.

**Employee's Signature/Date**

**Supervisor's Signature/Date**

\_\_\_\_\_  
(This position description accurately reflects my current job)

\_\_\_\_\_  
(This position description reflects the employee's current job)

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This job description indicates in general the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of an incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of an incumbent. An incumbent may be asked to perform other duties as required.

**ANIMAL SERVICE CENTER OF THE MESILLA VALLEY  
RESOLUTION NO. 2009-\_\_\_\_\_**

**RESOLUTION APPROVING THE BUDGET FOR THE ANIMAL SERVICES  
CENTER OF THE MESILLA VALLEY FOR THE PERIOD OF FEBRUARY 2009  
THROUGH JUNE 2009.**

The Animal Services Center of the Mesilla Valley (ASCMV) is informed that:

**WHEREAS**, the Authority for the ASCMV has prepared its budget for the period of February 2009 through June 2009; and

**WHEREAS**, the ASCV is responsible for all new equipment purchases, and operating and maintenance expenses; and

**WHEREAS**, it is in the best interest of the ASCMV for the Board to approve this resolution and the corresponding February 2009 through June 2009 budget.

**NOW, THEREFORE**, Be it resolved by the Authority for the Animal Services Center of the Mesilla Valley:

**I**

**THAT** the February 2009 through June 2009 ASCMV budget attached and referenced as Exhibit A to this resolution, and incorporated by reference, is hereby approved and adopted.

**II**

**THAT** this budget will be submitted to the City of Las Cruces as fiscal agent for submission to the Department of Finance and Administration (DFA) for approval and incorporation into it's (City of Las Cruces) respective budget.

**III**

**THAT** this budget is necessary in order to continue operation of the ASCMV center with a balanced budget.

**IV**

**THAT**, ASCMV staff be and hereby are authorized to take any action necessary to implement and comply with the budget submitted and approved as part of this resolution.

**PASSED AND APPROVED** this 29<sup>th</sup> day of January 2009.

**MESILLA VALLEY ANIMAL SERVICE CENTER OF THE MESILLA VALLEY**

\_\_\_\_\_  
Chairman

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

**VOTE:**

Councillor Miguel G. Silva	_____
Councillor Dolores Connor	_____
Commissioner Oscar Vasquez Butler	_____
Commissioner Scott A. Krahling	_____
Carolyn Horner	_____
Sheriff Todd Garrison	_____

**EXHIBIT A**

**Animal Services Center of the Mesilla Valley  
ADOPTED BUDGET FEB 09 - JUN 09**

FUND	DIVISION	FUND TYPE
<b>Animal Services Center of Mesilla Valley Fund 7440</b>		
		<b>Feb 09 - Jun 09 JPA Budget</b>
<b>RESOURCES</b>		
Beginning Balance		(122,262)
<b>REVENUES</b>		
534001 Pet Licenses		17,479
534002 Pet Licenses Late Fee		274
534003 Euthanization		648
534004 Vaccinations		32,862
534005 Pet MicroChip		19,091
534006 On-site Adoptions		47,115
534007 DAC Return to owner		13,351
534008 CLC Return to owner		34,079
534009 Spay/Neuter		21,635
553003 Animal Shelter-County		509,577
XXXXXX Animal Shelter-City		363,903
560010 Donations		20,201
592001 Other Revenue		8,969
599911 Cash Over/Short		0
570010 Investment Income		(1,075)
<b>Total Revenues</b>	\$	1,088,109
<b>Total Resources</b>	\$	965,847
<b>EXPENDITURES</b>		
6XXXXX Salaries/Fringes	\$	636,000
721130 Motor Pool Repair		2,819
721132 Motor Pool Fuel		3,375
721600 Repairs/Mntnc General		458
722103 Postage & Freight		8,479
722104 Advertising		1,238
722108 Printing		10
722170 Veterinary Services		48,570
722190 Purchased Services		6,727
724190 Travel General		4,538
724500 Licenses		171
726150 Utility Services		18,734
726300 Telephone		5,448
730110 Supplies General		50,428
730500 Uniforms & Safety Wear		655
771210 Credit Card Fees		1,456
<b>Total SALARIES &amp; OPER EXP</b>	\$	789,106
<b>ENDING BALANCE (1/12th Reserve Requirement)</b>	\$	176,741

**Animal Services Center of Mesilla Valley**  
**ADOPTED BUDGET JUL 08 - JUN 09**

FUND	DIVISION	FUND TYPE
Animal Services Center of Mesilla Valley Fund 2495		Special Revenue
	Jul 08 - Jun 09 Adopted	
<b>RESOURCES</b>		
Beginning Balance	(33,496)	
<b>REVENUES</b>		
534001 Pet Licenses	35,383	
534002 Pet Licenses Late Fee	769	
534003 Euthanization	2,618	
534004 Vaccinations	46,346	
534005 Pet MicroChip	47,786	
534006 On-site Adoptions	83,011	
534007 DAC Return to owner	23,599	
534008 CLC Return to owner	50,587	
534009 Spay/Neuter	27,084	
553003 Animal Shelter-County	505,355	
XXXXXX Animal Shelter-City	310,365	
560010 Donations	28,164	
592001 Other Revenue	2,033	
570010 Investment Income	0	
570015 Net Incr(Decr) Fair Value Investment	0	
<b>Total Revenues</b>	\$ 1,163,100	
<b>Total Resources</b>	\$ 1,129,604	
<b>EXPENDITURES</b>		
Salaries	\$ 564,000	
Health insurance	144,000	
Operating Expenses	175,438	
Veterinary Expense	198,166	
Transitional cost	48,000	
<b>Total Expenditures</b>	\$ 1,129,604	
<b>ENDING BALANCE</b>	\$ 0	

**Direction to Establish Applicable Ad Hoc Committee and Membership**

**To be presented by Andre Moquin, Director of Human Resources**