



CITY OF LAS VEGAS
1700 N. GRAND AVE. LAS VEGAS, NEW MEXICO 87701
505-454-1401 FAX: 505-425-7335

Mayor Tonita Gurule-Giron

**CITY OF LAS VEGAS
SPECIAL CITY COUNCIL AGENDA
March 24, 2017–Friday– 11:00 a.m.
City Council Chambers
1700 N. Grand Ave**

(The City Council shall act as the Housing Authority Board of Commissioners on any matters on the Agenda concerning the Housing Department.)

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **MAYOR'S APPOINTMENTS/REPORTS**
- VII. **PUBLIC INPUT (not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting.)**
- VIII. **BUSINESS ITEMS**

1. Approval/Disapproval to appoint Corrina Laszlo-Henry as City Attorney for the City of Las Vegas and enter into a Professional Contract.

Mayor Tonita Gurulé-Girón In Accordance with the City of Las Vegas Municipal Charter, Article V, Section 5.04. C The Mayor shall appoint the city attorney, subject to Council approval, D. The Governing Body shall enter into a contract with the city attorney which shall establish, among other matters, compensation, benefits, duties and responsibilities.

IX. EXECUTIVE SESSION

David A. Ulibarri Jr.
Councilor, Ward 1

Vince Howell
Councilor, Ward 2

Barbara Casey
Councilor, Ward 3

David L. Romero
Councilor, Ward 4

THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER OF ISSUES ARE EXEMPT FROM THE OPEN MEETINGS REQUIREMENT UNDER § (H) OF THE OPEN MEETINGS ACT.

- A. Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**
- B. Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.**
- C. Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.**

X. ADJOURN

ATTENTION PERSONS WITH DISABILITES: The meeting room and facilities are accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office prior to the meeting so that arrangements may be made.

ATTENTION PERSONS ATTENDING COUNCIL MEETING: By entering the City Chambers, you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas Web-site, and to be televised on Comcast.

NOTE: A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office of the City Clerk, 1700 N. Grand Avenue, Las Vegas, N.M 877013

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 3/21/17

DEPT: Executive

MEETING DATE: 3/24/17

ITEM/TOPIC: Appointment of a City Attorney for the City of Las Vegas.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to appoint Corrina Laszlo-Henry as the City Attorney for the City of Las Vegas and enter into a Professional Contract.

BACKGROUND/RATIONALE: In Accordance with the City of Las Vegas Municipal Charter, Article V, Section 5.04. C The Mayor shall appoint the city attorney, subject to Council approval, D. The Governing Body shall enter into a contract with the city attorney which shall establish, among other matters, compensation, benefits, duties and responsibilities.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



**TONITA GURULÉ-GIRÓN
MAYOR**

**ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)**



**RICHARD TRUJILLO
CITY MANAGER**

**PURCHASING AGENT
(FOR BID/RFP AWARD)**

**CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)**

**CITY ATTORNEY
PROFESSIONAL SERVICE CONTRACT**

THIS CONTRACT, made and entered into this 24th day of March, 2017 by and between the City of Las Vegas, a municipal corporation (hereinafter called "Employer" or the "City") and Corinna Laszlo-Henry, (hereinafter called "Employee"):

WHEREAS, pursuant to the City Charter , the Employee has been appointed as the City Attorney for the City of Las Vegas, New Mexico by the Mayor and this appointment has been approved by the City Council; and

WHEREAS, the City Charter requires that the City Attorney be hired by way of a contract which shall establish, among other matters, compensation, benefits, duties and responsibilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

This Contract shall begin on April 10, 2017, subject to the Termination Clause (item 8), and will continue up to December 31, 2017.

2. DUTIES AND AUTHORITY:

Employer agrees to employ Corrina Laszlo-Henry as City Attorney and the Employee agrees to perform the functions and duties specified in this contract, the job description for the City Attorney, and the relevant provisions of the Charter of the City of Las Vegas. If Employer's other staff or Council members seek to obtain counsel or a legal opinion as to matters of City business, the Employee shall first clear the request with either the City Manager or the Mayor.

3. COMPENSATION:

- A. Base Salary:** Employer agrees to pay Employee an annual base salary of \$100,000.00 payable in installments at the same time that the other management employees of the Employer are paid.

Employer agrees to pay Employee for the contract period (April 10th – December 31, 2017) a salary of \$73,081.60.

- B.** As long as the City Attorney effectively performs his job, it is the City's intent to give financial consideration to provide the City Attorney with increased compensation, as merited. Employee evaluations shall be performed annually. Increases may be in the amount from 1% to 5% per year depending on evaluations and what money is available.

4. INSURANCE BENEFITS:

The Employer agrees to provide and pay the same city portions of the insurance benefits which are provided to all other employees of the City.

5. VACATION, SICK, AND MILITARY LEAVE:

The Employee will accrue sick leave and vacation leave in accordance with the City Personnel Policy.

6. MISCELLANEOUS BENEFITS

- A. The Employee may have the use of a City owned and maintained vehicle for City related purposes.
- B. The Employer agrees to enroll the Employee into the applicable state or local retirement system (P.E.R.A.) and to make the same contributions to such retirement as other City employees receive.

7. GENERAL BUSINESS EXPENSES:

- A. The Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in organizations, if the employer determines that these expenses are necessary for the Employee's professional participation and for the good of the Employer.
- B. The Employer shall allow Employee to attend training programs with the NM Municipal League and other similar programs to allow Employee's professional advancement. The Employer will defray tuition and per diem and mileage expenses if these trainings have been approved in advance by the Mayor and Council.
- C. The Employer shall provide sufficient support staff for Employee.
- D. The Employer shall allow for and pay the expenses for reasonable assistance of outside counsel in specialty areas of the law and for assistance with training of Employee.
- E. The Employer shall provide Employee with a computer, internet connection software, fax/modem/ and cell phone (or cell phone stipend of \$50.00 per month of relevant phone bill) as required for the Employee to perform the job and to maintain communication. All phone records will be considered public records.
- F. Should Employee not be available to attend certain meetings as required by his job description, the Employer will reasonably provide alternate counsel to serve this purpose.

8. TERMINATION:

The Employee understands and agrees that he serves at the will of the Governing Body of the City of Las Vegas pursuant to the terms of the City Charter and that he may be suspended or removed with or without cause at any time by the Mayor, subject to approval of the Council, or by the Governing Body by a majority of all members of the Governing Body. Should the Employee be terminated as outlined herein, then this Contract shall immediately become null and void.

If terminated, the Employee shall be entitled to receive pay for the hours he has worked to the point of termination, as well as for all accumulated vacation leave in the time and manner that all other City employees are paid such benefits. Employee shall have no right to severance pay.

9. RESIGNATION:

In the event that Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 14 days notice in writing. The Employee is entitled to accrued annual leave in accordance with the Personnel Ordinance.

10. SEVERABILITY:

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision.

11. HOURS OF WORK:

The Employee shall work a minimum of 40 hours per week plus be available for City needs (as identified and determined by the City Manager) outside the regular business hours without additional compensation.

12. INSURANCE COVERAGE:

Employer shall maintain liability insurance under its existing policies for claims arising out of an alleged act or omission occurring in the performance of Employee's duties during his employment tenure and for at least 2 years after the termination of this Contract, or the term of the litigation, whichever is longer.

13. Binding Effect.

This Contract shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. No other person(s) shall have any right, benefit or obligation hereunder.

14. Law That Applies.

It is mutually agreed by and between the parties hereto that this Agreement shall be performed in Las Vegas, San Miguel County, New Mexico, and further that any legal action or causes of action in connection herewith shall be within the jurisdiction of the appropriate court in San Miguel County, New Mexico, for all purposes.

15. Entire Agreement.

This Contract constitutes the entire agreement between the parties hereto; any prior agreement, whether written or oral, assertion or statement, understanding or other commitment antecedent to this Contract shall not have any force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing. No changes or amendments to this Contract shall be effective, except those on written approval by both parties.

16. No Waiver.

No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Approved by the Governing Body on _____, _____.

Tonita Gurule-Giron
Mayor of the City of Las Vegas

ATTEST:

EMPLOYEE/CITY ATTORNEY

City Clerk of the City of Las Vegas

Corrina Laszlo-Henry