



City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov

Madam Mayor Tonita Gurulé-Girón

**CITY OF LAS VEGAS
SPECIAL CITY COUNCIL AGENDA
June 25, 2019–Tuesday– 4:00 p.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. **PUBLIC INPUT (not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. **BUSINESS ITEMS**
 1. Continuation of professional service contract with Chief of Police, David T. Bibb effective July 1, 2019.

Danelle Smith, Contracted Attorney Section 5.06.B. The Governing Body shall enter into a contract with the chief of police which shall establish, among other matters, compensation, benefits, duties and responsibilities.
 2. Continuation of professional service contract with City Attorney, Esther Garduno-Montoya effective July 1, 2019.

Danelle Smith, Contracted Attorney Section 5.04.C. The Governing Body shall enter into a contract with the city attorney which shall establish, among other matters, compensation, benefits, duties and responsibilities.
- VIII. **EXECUTIVE SESSION**

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.**

IX. 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 87701

**SPECIAL
CITY COUNCIL MEETING AGENDA REQUEST**

DATE: 06/20/2019 **DEPT:** Executive

MEETING DATE: 06/25/2019

ITEM/TOPIC: Continuation of professional service contract with Chief of Police, David T Bibb, Chief of Police.

ACTION REQUESTED OF COUNCIL: Continuation of professional service contract with Chief of Police, David T. Bibb effective July 1, 2019.

BACKGROUND/RATIONALE: Section 5.06.B. The Governing Body shall enter into a contract with the chief of police 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 GURULE-GIRON
MAYOR

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)



ANN M. GALLEGOS
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

PROFESSIONAL SERVICE CONTRACT POLICE CHIEF

THIS CONTRACT, made and entered into this 1 day of July 2019, by and between the City of Las Vegas, a municipal corporation (hereinafter called "Employer" or the "City" and David T. Bibb (hereinafter called "Employee):

WHEREAS, pursuant to the City Charter, the Employee has been appointed as the City Police Chief for the City of Las Vegas, New Mexico by the Mayor and this appointment has been approved by the City Council at its meeting June 25, 2019 and

WHEREAS, the City Charter requires that the Governing Body enter into a contract with the City Police Chief, 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 July 1, 2019, and will continue in effect until the date of the Governing Body's Organizational Meeting which is anticipated to be held April or May of 2020 after the 2020 City Municipal Election.

2. DUTIES AND AUTHORITY:

Employer agrees to employ David T. Bibb as the Chief of Police for the City to perform the functions and duties specified in this contract, any job description adopted by the City Council and the duties outlined in the Charter of the City of Las Vegas.

3. COMPENSATION:

Employer agrees to pay Employee an annual base salary of \$75,000.00 per annum, payable in installments at the same time that the other management employees of the Employer are paid.

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 Police Chief may have the use of a City owned and maintained vehicle for City related purposes.

- B. The Employer agrees to enroll the Police Chief 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 received.

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 provide Employee with a computer, 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.

8. TERMINATION:

- A. The Police Chief understands and agrees that he/she 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/she may be suspended or removed with or without cause at any time by the Mayor, subject to approval of the City Council, or by a majority of all members of the Governing Body.
- B. Should the Employee be terminated as outlined herein, then this Contract should immediately become null and void.
- C. At termination, the Police Chief shall be entitled to receive pay for the hours he/she has worked to the point of termination, as well as for the accumulated vacation leave in the time and manner that all other City employees are paid such benefits. Under no circumstances shall the Police Chief have a right to severance pay.

9. RESIGNATION:

In the event that Employee voluntarily resigns his/her position with the City, the Employee shall provide a minimum of 14 days notice in writing. The Employee is entitled to accrued annual leave in accordance with the City 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. BINDING EFFECT:

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

13. 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 cause of action in connection herewith shall be within the jurisdiction of the appropriate court in San Miguel County, New Mexico, for all purposes.

14. 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.

15. 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.

16. APPROPRIATIONS:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico and the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature of the City, this Agreement shall terminate immediately upon written notice being given by the City to Employee. The City's decision as to whether sufficient appropriations are available shall be accepted by the Employee and shall be final. If the City proposes an amendment to the Agreement unilaterally reduce funding, the Employee shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.

The Employee warrants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Employee certifies that the requirements of Governmental Conduct Act, Section 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

18. PENALTIES FOR VIOLATION OF LAW.

The Procurement Code, Section 13-1-28 through 13-1-199, NMSA 1978, Imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Approved by the Governing Body on _____, 20_____.

Tonita Gurulé-Girón
Mayor of the City Of Las Vegas

ATTEST:

EMPLOYEE/POLICE CHIEF

City Clerk of the City of Las Vegas

Approved as to Form

Contracted City Attorney

Current

Agreement / Contract
No. 3489-18
City of Las Vegas
Date

**PROFESSIONAL SERVICE CONTRACT
POLICE CHIEF**

THIS CONTRACT, made and entered into this 9th day of November 2018, by and between the City of Las Vegas, a municipal corporation (hereinafter called "Employer" or the "City") and David T. Bibb, (hereinafter called "Employee"):

WHEREAS, pursuant to the City Charter, the Employee has been appointed as the City Police Chief for the City of Las Vegas, New Mexico by the Mayor and this appointment has been approved by the City Council at its meeting of November 2nd, 2018; and

WHEREAS, the City Charter requires that the Governing Body enter into a contract with the City Police Chief, 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 November 9, 2018, and will continue in effect until June 30, 2019.
- 2. **DUTIES AND AUTHORITY:**
Employer agrees to employ David T. Bibb as the Chief of Police for the City to perform the functions and duties specified in this contract, any job description adopted by the City Council and the duties outlined in the Charter of the City of Las Vegas.
- 3. **COMPENSATION:**
Employer agrees to pay Employee an annual base salary of \$ \$73,000.00 per annum, payable in installments at the same time that the other management employees of the Employer are paid.
- 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 Police Chief may have the use of a City owned and maintained vehicle for City related purposes.

B. The Employer agrees to enroll the Police Chief 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 provide Employee with a computer, 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.

8. TERMINATION:

- A. The Police Chief understands and agrees that he/she 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/she may be suspended or removed with or without cause at any time by the Mayor, subject to approval of the City Council, or by a majority of all members of the Governing Body.
- B. Should the Employee be terminated as outlined herein, then this Contract should immediately become null and void.
- C. At termination, the Police Chief shall be entitled to receive pay for the hours he/she 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. Under no circumstances shall the Police Chief have a right to severance pay.

9. RESIGNATION:

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

13. 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.

14. 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.

15. 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.

16. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature or the City, this Agreement shall terminate immediately upon written notice being given by the City to the Employee. The City's decision as to whether sufficient appropriations are available shall be accepted by the Employee and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Employee shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. Conflict of Interest; Governmental Conduct Act.

The Employee warrants that he/ she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Employee certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

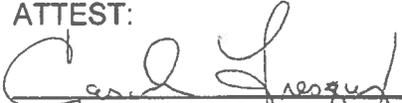
18. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, Imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Approved by the Governing Body on November 9th, 2018.


Tonita Gurule-Giron
Mayor of the City of Las Vegas

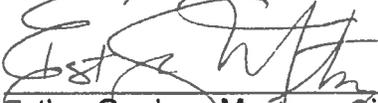
ATTEST:


City Clerk of the City of Las Vegas

EMPLOYEE/Police Chief


David T. Bibb

Approved as to Form


Esther Garduno Montoya, City Attorney

**SPECIAL
CITY COUNCIL MEETING AGENDA REQUEST**

DATE: 06/20/2019 **DEPT:** Executive

MEETING DATE: 06/25/2019

ITEM/TOPIC: Continuation of professional service contract with City Attorney, Esther Garduno-Montoya

ACTION REQUESTED OF COUNCIL: Continuation of professional service contract with City Attorney, Esther Garduno-Montoya effective July 1, 2019.

BACKGROUND/RATIONALE: Section 5.04.C. 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 GURULE-GIRON
MAYOR**

**TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)**



**ANN M. GALLEGOS
INTERIM CITY MANAGER**

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

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

PROFESSIONAL SERVICE CONTRACT CITY ATTORNEY

THIS CONTRACT, made and entered into this 1 day of July, 2019, by and between the City of Las Vegas, a municipal corporation (hereinafter called “Employer” or the “City” and Esther Garduno Montoya (hereinafter called “Employee or “City Attorney”):

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 at its meeting June 25, 2019 and

WHEREAS, the City Charter requires that the Governing Body enter into a contract with the City Attorney, 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 July 1, 2019, and will continue in effect until the date of the Governing Body’s Organizational Meeting which is anticipated to be held in April or May of 2020 after the 2020 City Municipal election.

2. DUTIES AND AUTHORITY:

A. Employer agrees to employ Esther Garduno Montoya as the City Attorney for the City to perform the functions and duties specified in this contract, any job description adopted by the City Council and the duties outlined in the Charter of the City of Las Vegas.

B. If the City’s other staff members seek to obtain counsel or legal opinion as to matters of City business, the Employee shall first clear the request with either the City Manager or the Mayor.

C. If City Council members seek to obtain counsel as to a specific matter or a legal opinion as to matters of City business, they shall have the approval of the Governing Body through consensus at a regular or special meeting of the City Council in order for the City Attorney to undertake the requested work.

3. COMPENSATION:

Employer agrees to pay Employee an annual base salary of \$100,000.00 per annum, payable in installments at the same time that the other management employees of the City are paid.

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 City Attorney may have the use of a City owned and maintained vehicle for City related purposes.

B. The Employer agrees to enroll the City Attorney 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 received.

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 City.

B. The City shall allow the City Attorney to attend training programs with the NM Municipal League and other similar programs to allow the City Attorney's professional advancement. The City shall defray tuition, per diem and mileage expenses if these trainings have been approved in advance by the Mayor and City Council.

C. The City shall provide sufficient support staff for the City Attorney.

D. The City shall allow for and pay for reasonable assistance of outside counsel in specialty areas of the law and for assistance with training of the City Attorney.

E. The Employer shall provide Employee with a computer, 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.

F. Should Employee not be available to attend certain meetings of the Governing Body as required by his/her job description, the City will reasonably provide alternate counsel to serve this purpose.

8. TERMINATION:

- A. The City Attorney understands and agrees that he/she 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/she may be suspended or removed with or without cause at any time by the Mayor, subject to approval of the City Council, or by a majority of all members of the Governing Body.
- B. Should the Employee be terminated as outlined herein, then this Contract should immediately become null and void.
- C. At termination, the City Attorney shall be entitled to receive pay for the hours he/she has worked to the point of termination, as well as for the accumulated vacation leave in the time and manner that all other City employees are paid such benefits. Under no circumstances shall the City Attorney have a right to severance pay.

9. RESIGNATION:

In the event that Employee voluntarily resigns his/her position with the City, the Employee shall provide a minimum of 14 days notice in writing. The Employee is entitled to accrued annual leave in accordance with the City 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. BINDING EFFECT:

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

13. 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 cause of action in connection

herewith shall be within the jurisdiction of the appropriate court in San Miguel County, New Mexico, for all purposes.

14. 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.

15. 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.

16. APPROPRIATIONS:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico and the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature of the City, this Agreement shall terminate immediately upon written notice being given by the City to Employee. The City's decision as to whether sufficient appropriations are available shall be accepted by the Employee and shall be final. If the City proposes an amendment to the Agreement unilaterally reduce funding, the Employee shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.

The Employee warrants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Employee certifies that the requirements of Governmental Conduct Act, Section 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

18. PENALTIES FOR VIOLATION OF LAW.

The Procurement Code, Section 13-1-28 through 13-1-199, NMSA 1978, Imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Approved by the Governing Body on _____, 20_____.

Tonita Gurulé-Girón
Mayor of the City Of Las Vegas

ATTEST:

EMPLOYEE/CITY ATTORNEY

City Clerk of the City of Las Vegas

Approved as to Form

Contracted City Attorney

Current

Agreement / Contract

No. 3470-18

CITY ATTORNEY
PROFESSIONAL SERVICE CONTRACT

City of Las Vegas

Date

?
?

2019

THIS CONTRACT, made and entered into this 40th day of September, 2018 by and between the City of Las Vegas, a municipal corporation (hereinafter called "Employer" or the "City") and Esther Garduno Montoya (hereinafter called "Employee" or "City Attorney"):

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 at its meeting of September 10, 2018; and

WHEREAS, the City Charter requires that the Governing Body enter into a contract with the City Attorney, 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 September 11, _____, 2018, and will continue in effect until June 30, 2019.

2. **DUTIES AND AUTHORITY:**

- A. The City agrees to employ Esther Garduno Montoya as City Attorney and the City Attorney agrees to perform the functions and duties specified in this contract, any job description for the City Attorney adopted by the Governing Body, and the relevant provisions of the Charter of the City of Las Vegas.
- B. If the City's other staff 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.
- C. If City Council members seek to obtain counsel as to a specific matter or a legal opinion as to matters of City business, they shall have the approval of the Governing Body through consensus at a regular or special meeting of the City Council in order for the City Attorney to undertake the requested work.

3. **COMPENSATION:**

The City agrees to pay the City Attorney an annual base salary of \$ 100,000.00 per annum, payable in installments at the same time that the other management employees of the City are paid.

4. **INSURANCE BENEFITS:**

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

6. MISCELLANEOUS BENEFITS

A. The City Attorney may have the use of a City owned and maintained vehicle for City related purposes.

B. The Employer agrees to enroll the City Attorney 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 City agrees to budget for and to pay for professional dues and subscriptions of the City Attorney necessary for continuation and full participation in organizations, if the employer determines that these expenses are necessary for the City Attorney's professional participation and for the good of the City.

B. The City shall allow the City Attorney to attend training programs with the NM Municipal League and other similar programs to allow the City Attorney's professional advancement. The City shall defray tuition, per diem and mileage expenses if these trainings have been approved in advance by the Mayor and City Council.

C. The City shall provide sufficient support staff for the City Attorney.

D. The City 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 the City Attorney.

E. The City shall provide the City Attorney 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.

F. Should Employee not be available to attend certain meetings of the Governing Body as required by his/her job description, the City will reasonably provide alternate counsel to serve this purpose.

8. TERMINATION:

A. The City Attorney understands and agrees that he/she 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/she may be suspended or removed with or without cause at any time by the Mayor, subject to approval of the City Council, or by a majority of all members of the Governing Body.

B .Should the Employee be terminated as outlined herein, then this Contract shall immediately become null and void.

C. At termination, the City Attorney shall be entitled to receive pay for the hours he/she 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. Under no circumstances shall the City Attorney have a right to severance pay.

9. RESIGNATION:

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

13. 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.

14. 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.

15. 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.

16. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature or the City, this Agreement shall terminate immediately upon written notice being given by the City to the Employee. The City's decision as to whether sufficient appropriations are available shall be accepted by the Employee and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Employee shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

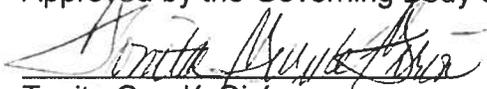
17. Conflict of Interest; Governmental Conduct Act.

The Employee warrants that she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Employee certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

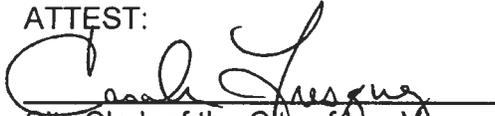
18. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, Imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

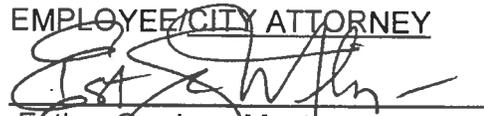
Approved by the Governing Body on September 10, 2018.


Tonita Gurulé-Girón
Mayor of the City of Las Vegas

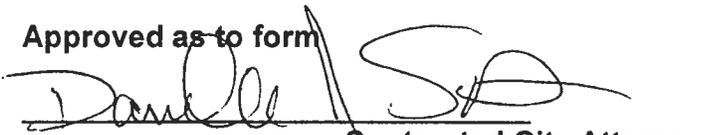
ATTEST:


City Clerk of the City of Las Vegas

EMPLOYEE/CITY ATTORNEY


Esther Garduno Montoya

Approved as to form


Contracted City Attorney

Esther Garduno Montoya
2522 Carmean Drive
Las Vegas, New Mexico 87701
(505) 515-4491

June 1, 2018

Dear Mayor Gurule Giron,

RE: City Attorney Position

Please accept my resume for the position of city attorney for the City of Las Vegas, New Mexico. Having personal knowledge of the requirements of the office of city attorney, I believe my qualifications, education, and professional experience would make me a strong candidate for the position.

I have been an attorney licensed in New Mexico for approximately 25 years. I previously held the position of city attorney for the City of Las Vegas for about two years and I know that it is a very demanding job but I feel that I have the skill set to add value to the office, as well as contribute positively to my hometown, the City of Las Vegas. I have extensive trial experience representing the State of New Mexico in court proceedings as a state prosecutor, where I also learned the art of negotiation. I also have extensive writing skills, having worked at the New Mexico Court of Appeals and the New Mexico State Legislature.

I firmly believe that I can be a valuable asset to the City of Las Vegas. I welcome the opportunity to speak with you and other city leaders about this position and how my experience could benefit the position of city attorney.

Thank you in advance for your consideration.

Kind regards,

Esther Garduno Montoya

ESTHER GARDUNO MONTOYA

2522 Carmean Drive, Las Vegas, New Mexico 87701
Phone: (505) 515-4491 E-Mail: emgarduno@yahoo.com

OBJECTIVE: To obtain a position as City Attorney

HIGHLIGHTS OF QUALIFICATIONS

- Over twenty years as a licensed New Mexico attorney
- Excellent verbal and writing skills
- Knowledge of law, including contract law, employment law, and criminal law
- Ability to conduct termination hearings, criminal trials, and union negotiations
- Ability to work with short deadlines
- Highly organized with a proven ability to manage and prioritize multiple tasks
- Bilingual in English and Spanish

PROFESSIONAL EXPERIENCE

- General Counsel, Office of the Superintendent of Insurance** 02/17 - present
- Provide legal advice and representation to various bureaus
 - Responsible for initializing and finalizing regulations
- Legal Analyst, New Mexico State Senate** 01/17 - 03/17
- Analyzed bills and prepared research for the Senate majority
 - Assigned to New Mexico Senate Judiciary Committee
- Deputy District Attorney, Las Vegas, New Mexico** 08/05 - 08/14
- Prosecution of major felony cases from homicide to drug crimes
 - Supervision of secretarial staff and investigator
 - Mentorship of new prosecutors through state bar program, Bridge the Gap
 - Certified by law enforcement academy to conduct local law enforcement training
 - Conducted community outreach in the secondary and post-secondary schools
- City Attorney, Las Vegas, New Mexico** 02/03 - 08/05
- Provided legal advice to mayor, council and department heads
 - Prosecuted or defended civil lawsuits
 - Prosecuted criminal cases under city ordinances
 - Involved in employee and police union negotiations
- Associate, Law Office of Anna M. Aragon** 02/02 - 02/03
- Provided legal defense of criminal offenses
 - Represented clients in family law matters

Senior Trial Prosecutor, Los Lunas/Las Vegas, New Mexico 08/93 - 02/02

- Prosecution of DWI cases as well as other criminal cases
- Provided legal advice and opinion to county boards

Law Clerk, New Mexico Court of Appeals, Santa Fe, New Mexico 07/91 -- 08/93

- Provided assistance to appellate judge in researching legal issues before the court
- Provided assistance to appellate judge in drafting legal opinions

EDUCATION

JURIS DOCTORATE 05/91

University of New Mexico School of Law, Albuquerque, New Mexico

MASTERS OF BUSINESS ADMINISTRATION 12/87

New Mexico Highlands University, Las Vegas, New Mexico

BACHELOR OF ARTS 12/86

New Mexico Highlands University, Las Vegas, New Mexico

REFERENCES

Honorable Matt Sandoval
4th Judicial District Court
496 West National Avenue
Las Vegas, New Mexico
(505) 425-9352

Honorable Gerald E. Baca
4th Judicial District Court
496 West National Avenue
Las Vegas, New Mexico
(505) 425-7131

Ms. Marie Parson
Special Assistant/Attorney General
Child Support Enforcement Division
2536 Ridgerunner Road
Las Vegas, New Mexico
(505) 425-5144 ext. 223