



City of Las Vegas

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

Mayor Louie A. Trujillo

**CITY OF LAS VEGAS
SPECIAL CITY COUNCIL MEETING
August 2, 2021–Monday– 3:00 p.m.
City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701**

Public comments can be made in person at the meeting **OR** submitted in writing to the City Clerk no later than 2:00 p.m. on August 2, 2021, via email to cfresquez@lasvegasnm.gov or faxed to (505) 425-7335.

AGENDA

*City Council Meetings are
Available via YouTube*

https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view_as=subscriber

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. MOMENT OF SILENCE**
- V. APPROVAL OF AGENDA**
- VI. PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)** Public Input submitted to the City Clerk via email or fax will be read into the record.
- VII. EXECUTIVE SESSION**

**THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF
SUBJECT MATTER IS EXEMPT PURSUANT TO THE OPEN MEETINGS
ACT.**

VIII. BUSINESS ITEMS

1. Request approval to appoint Antonio Salazar as Police Chief for the City of Las Vegas and enter into a Professional Contract.

Mayor Louie A. Trujillo As per City of Las Vegas Municipal Charter, Article V, Officers, Directors and Employees, Section 5.06. City of Police, A. The Mayor shall appoint the Chief of Police, subject to Council approval. 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. Discussion and direction from the Governing Body regarding matters related to proposed charter amendments.

Scott Aaron, City Attorney The Charter Commission requested legal counsel to review the proposed charter amendments.

IX. ADJOURN

ATTENTION PERSONS WITH DISABILITIES: 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 website and to be broadcast on YouTube.

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, NM 87701 or the City's website at www.lasvegasnm.gov



**CITY OF LAS VEGAS SPECIAL
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: August 2, 2021

Date Submitted: 7/8/21

Department: Executive

Item: Request approval to appoint Antonio Salazar as Police Chief for the City of Las Vegas and enter into a Professional Contract.

As per City of Las Vegas Municipal Charter, Article V, Officers, Directors and Employees, Section 5.06. City of Police, A. The Mayor shall appoint the Chief of Police, subject to Council approval. The Governing Body shall enter into a contract with the chief of police, which shall establish, among other matters, compensation, benefits, duties and responsibilities.

Fiscal Impact:

Attachments: Contract for Police Chief professional services.

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.

Approved For Submittal By:
Mayor Louie Trujillo

Reviewed By:

Finance Director

City Attorney (Approved as to Form)



City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

CONTRACT FOR POLICE CHIEF PROFESSIONAL SERVICES

THIS CONTRACT FOR POLICE CHIEF PROFESSIONAL SERVICES is made this 2nd day of August 2021, by and between the City of Las Vegas, a New Mexico home-rule municipality ("City") and Antonio Salazar ("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 special meeting on the 2nd day of August, 2021; and

WHEREAS, the City Charter requires that the Governing Body enter into a contract with the City Police Chief, which shall establish, matters such as compensation, benefits, duties and responsibilities.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the covenants and agreements set forth in this Contract, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Employee agree as follows:

1. TERM:

This Contract shall begin on August 2, 2021, 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 2022 after the 2022 City Municipal election.

2. DUTIES AND AUTHORITY:

The City agrees to employ Employee 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 related to this Contract, and the duties outlined in the Charter of the City of Las Vegas. Employee shall work to create and maintain a community policing platform that incorporates involvement from the community.

3. COMPENSATION:

The City agrees to pay Employee an annual base salary of \$76,000.00 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 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 only.
- B. The City 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 City 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 City determines that these expenses are necessary for the Employee's professional participation and for the good of the City.
- B. The City 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 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 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 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 position with the City, the Employee shall provide a minimum of 14 days notice in writing. The Employee is entitled to accrued leave in accordance with the City Personnel Ordinance.

10. SEVERABILITY:

In the event any word, phrase, section or other portion of this Contract is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said word, phrase, section or portion.

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:

This Contract shall be performed in Las Vegas, San Miguel County, New Mexico, 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 contains the entire agreement and understanding between the City and Employee with respect to the employment of Employee by the City, and all prior negotiations, writings, agreements and understandings are merged in and are superseded and canceled by this Contract. No part of this Contract, except as expressly provided in Section 16, may be amended without the express written consent of the City and Employee.

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 Contract are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico and the City for the performance of this Contract. If sufficient appropriations and authorization are not made by the Legislature or the City, this Contract 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 Contract unilaterally reducing funding, the Employee shall have the option to terminate the Contract 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 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 this Contract. 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 offender 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 August ____, 2021.

Louie A. Trujillo
Mayor of the City of Las Vegas

ATTEST:

EMPLOYEE

Casandra Fresquez, City Clerk

Antonio Salazar

Approved as to Form:

Scott Aaron, City Attorney



CITY OF LAS VEGAS
COUNCIL REGULAR MEETING AGENDA REQUEST FORM

Meeting Date: August 2, 2021

Date Submitted: 7/29/21

Department: City Attorney

Item/Topic: Discussion and direction from the Governing Body regarding matters related to proposed charter amendments.

The Charter Commission requested outside legal counsel to review the proposed charter amendments.

Fiscal Impact:

Attachments:

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