

Sandoval County Board of County Commissioners

Agenda Item Summary

AGENDA ITEM # 5-7-15.7

1. REQUESTED MOTION

ACTION REQUESTED:

Discuss and Approve Amendment/Renewal No. 1 to Professional Employment Agreement between Sandoval County and Patrick F. Trujillo for the County Attorney Position through June 30, 2017 / \$135,000

WHY ACTION IS NECESSARY (Summary):

The County entered into a Professional Employment Agreement with Patrick F. Trujillo on May 5, 2011, which will terminate on May 22, 2015. The original Agreement has a Renewal clause allowing Agreement to be renewed for additional periods as determined by the Board of County Commissioners. This Amendment/Renewal No. 1 provides for the following: (1) allow pro bono clients per New Mexico Supreme Court Rule 24-108; (2) extend Agreement through June 30, 2017; (3) increase annual compensation from \$125,186 to \$135,000; and (4) reduce severance pay from four months to two months.

2. REQUESTOR

COMMISSIONER SPONSORED: YES NO

DISTRICT: DISTRICT 1 DISTRICT 4
 DISTRICT 2 DISTRICT 5
 DISTRICT 3

DIRECTOR / ELECTED:

DIVISION:

ELECTED OFFICE:

ATTACHMENTS: YES NO

3. MEETING DATE

May 7, 2015

4. AGENDA (To be completed by County Manager)

- PROCLAMATION
- PRESENTATION
- CONSENT
- REGULAR
- APPEAL

5. RECOMMENDATIONS

Recommend Board of County Commission approval.

6. FISCAL IMPACT

Increased compensation is budgeted for the current and next fiscal years.

7. RECOMMENDED APPROVAL (Initials & Date)

Department Director/Elected Official	Human Resources	Purchasing	Attorney As to Form NSD 4/28/15	Finance Budget CCH 4/28/15	County Manager PPR 4/30/15	Other
_____	_____	_____				_____

8. COMMISSION ACTION

Approved Denied Deferred Other

Amendment/Renewal No. 1
PROFESSIONAL EMPLOYMENT AGREEMENT
BETWEEN SANDOVAL COUNTY
AND
PATRICK F. TRUJILLO

This Amendment to the above-entitled document is entered into this _____ day of _____ 2015, between the Board of County Commissioners of the County of Sandoval (hereinafter referred to as the "County"), and Patrick F. Trujillo, a New Mexico licensed attorney, hereinafter referred to as "County Attorney".

WHEREAS, the Parties hereto entered into a Professional Employment Agreement on the 5th day of May, 2011, which was duly recorded by the Sandoval County Clerk's Office as document No. 2011011210.

WHEREAS, in accordance with Paragraphs K and L of the Original Agreement, the Parties wish to amend the original Agreement as expressed below.

NOW THEREFORE, in consideration of the premises and mutual obligations set out in the Original Agreement and herein, the County and County Attorney hereby agree to amend the Original Agreement as follows:

SECTION 1. Amendments

A. Paragraph B of the Original Agreement is amended to read as follows:

"B. DUTIES AND RESPONSIBILITIES:

Patrick F. Trujillo will represent the County and its departments in all phases of legal work including research, court appearances, meetings and conferences and will at all times faithfully, industriously, and to the best of his ability, experience and talents perform all such duties, and those that are assigned to him, pursuant to the express and implicit terms hereof, to the reasonable satisfaction of the County. Patrick F. Trujillo also agrees that Sandoval County shall be his sole client and shall not have other clients during the term of this contract. except pro bono clients in accordance with New Mexico Supreme Court Rule 24-108."

B. Paragraph D of the Original Agreement is amended to read as follows:

"D. TERM OF CONTRACT:

The term of this Agreement shall become effective May 23, 2011 and will terminate on ~~May 22, 2015~~ June 30, 2017, unless otherwise renewed in accordance with the provisions of paragraph K herein below."

C. Paragraph E of the Original Agreement is amended to read as follows:

"E. COMPENSATION:

Effective May 23, 2015, the County will pay the County Attorney an annual salary of ~~\$118,000~~ \$135,000 per year, which salary will not be decreased during the term of this Agreement. Said compensation will increase annually at the same rate as other County employees, in the event that an increase is made. Additional increase will be at the sole discretion of the Board of County Commissioners.

The County will reimburse the County Attorney for all necessary traveling expenses incurred in the pursuit of County legal business, provided that all such reimbursements will be made in accordance with the provisions of applicable state laws and regulations."

D. Paragraph J of the Original Agreement is amended as follows:

J. SEVERANCE PAY:

The County Attorney will be entitled to a lump sum cash payment equal to ~~four~~ two (4) (2) months aggregate salary and benefits upon termination, pursuant to paragraph I above. Severance pay may be denied by the County only if the County Commission certifies with particularity in its Notice of Termination, that the reason for termination is the gross negligence or the malfeasance in office of the County Attorney. Otherwise the County Attorney will be paid severance pay no later than the next regular County pay day after discharge or resignation.

SECTION 2. Effect of Amendment on Original Agreement

All provisions of the Original Agreement not inconsistent with this Agreement are hereby preserved and maintained.

**BOARD OF COMMISSIONERS
OF SANDOVAL COUNTY**

Patrick F. Trujillo

Darryl F. Madalena, Chairman

James Dominguez, Vice-Chairman

Nora Scherzinger, Member

ATTEST:

Don G. Chapman, Member

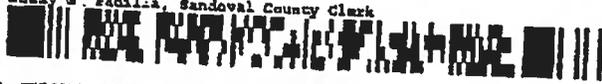
Eileen Garbagni, County Clerk

Glenn Walters, Member

APPROVED AS TO FORM:

Natalia Sanchez Downey
Assistant County Attorney

Sally G. Padilla, Sandoval County Clerk



PROFESSIONAL EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into between the Board of County Commissioners of Sandoval County, New Mexico, hereinafter referred to as the "County" and Patrick F. Trujillo, a New Mexico licensed attorney, hereinafter referred to as "County Attorney".

WITNESSETH:

WHEREAS, the Board of County Commissioners is responsible for governing Sandoval County, New Mexico, a general purpose unit of local government; and

WHEREAS, Patrick F. Trujillo is duly qualified by training and experience to provide legal services to the County; and

WHEREAS, the position of County Attorney is an exempt position not subject to the provisions and/or protection set forth in the Sandoval County Personnel Ordinance; and

WHEREAS, the County desires to enter into a professional service agreement with Patrick F. Trujillo in the position of County Attorney and Patrick F. Trujillo has accepted the offer of employment; and

WHEREAS, the County and Patrick F. Trujillo desire to commit to writing their agreement and understanding with respect to the employment of Patrick F. Trujillo as the County Attorney.

NOW, THEREFORE, the parties hereto mutually agree and covenant as follows:

A. EMPLOYMENT:

The County hereby employs and hires Patrick F. Trujillo as its County Attorney and Patrick F. Trujillo hereby accepts and agrees to such hiring and employment. The County Attorney will provide consultation services to Sandoval County upon the request of the Chairman of the County Commission or the County Manager.

B. DUTIES AND RESPONSIBILITIES:

Patrick F. Trujillo will represent the County and its departments in all phases of legal work including research, court appearances, meetings and conferences and will at all times faithfully, industriously, and to the best of his ability, experience and talents perform all such duties, and those that are assigned to him, pursuant to the express and implicit terms hereof, to the reasonable satisfaction of the County. Patrick F. Trujillo also agrees that Sandoval County shall be his sole client and shall not have other clients during the term of this contract.

C. COUNTY OBLIGATION:

The County hereby designates the County Manager as the representative of the County, who shall serve as the liaison between the County and the County Attorney. This representative shall be available to the County Attorney at all reasonable times within the normal working hours of the County. Any questions that arise between the County Attorney and the County during the term of this Agreement shall be directed to the County's designated representative.

D. TERM OF CONTRACT:

The term of this Agreement shall become effective May 23, 2011 and will terminate on May 22, 2015, unless otherwise renewed in accordance with the provisions of paragraph K herein below.

E. COMPENSATION:

The County will pay the County Attorney an annual salary of \$118,000 per year, which salary will not be decreased during the term of this Agreement. Said compensation will increase annually at the same rate as other County employees, in the event that an increase is made. Additional increase will be at the sole discretion of the Board of County Commissioners.

The County will reimburse the County Attorney for all necessary traveling expenses incurred in the pursuit of County legal business, provided that all such reimbursements will be made in accordance with the provisions of applicable state laws and regulations.

F. INSURANCE AND RETIREMENT BENEFITS:

The County Attorney will be entitled to participate in the group medical, dental and life insurance plans, and other benefits that are available to other County employees and will be entitled to participate in the State of New Mexico P.E.R.A. plan. Participation will be at the same rate as other County employees.

G. BAR DUES/CLE REGISTRATION FEES:

The County will pay the County Attorney's annual bar dues to the State Bar of New Mexico. The County will pay the registration fees for the County Attorney to attend up to fifteen (15) hours per year of continuing legal education conferences and workshops.

H. VACATION/SICK LEAVE/HOLIDAYS:

The County Attorney shall be entitled to personal time off and holiday benefits as are available to other County exempt employees and thirty-three (33) days of Paid Time Off (PTO) per year beginning on the effective date of this Agreement.

The County Attorney is a professional staff employee and will not be entitled to overtime compensation.

I. TERMINATION:

The County Attorney will not be discharged or terminated except as provided in this paragraph:

1. The County may terminate the County Attorney's Employment Agreement prior to the end of the Agreement, with sixty (60) days written notice after a majority vote of the full Board of County Commissioners. The written notice of termination will state the effective date of termination.
2. In the event the County Attorney voluntarily resigns his position with the County, he will give sixty (60) days written notice in advance, unless the parties agree otherwise.

J. SEVERANCE PAY:

The County Attorney will be entitled to a lump sum cash payment equal to four (4) months aggregate salary and benefits upon termination, pursuant to paragraph I above. Severance pay may be denied by the County only if the County Commission certifies with particularity in its Notice of Termination, that the reason for termination is the gross negligence or the malfeasance in office of the County Attorney. Otherwise the County Attorney will be paid severance pay no later than the next regular County pay day after discharge or resignation.

K. RENEWAL:

This Agreement may be renewed for additional periods as may be determined by the Board of County Commissioners, and agreed to, in writing, by the Board of County Commissioners and the County Attorney.

L. MODIFICATION OF AGREEMENT:

No waiver or modification of this Employment Agreement or of any condition or limitation herein contained will be valid unless in writing and duly executed by the County and the County Attorney.

M. APPROPRIATIONS:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by Sandoval County for the performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice being given by Sandoval County to the County Attorney. Sandoval County's decision as to whether sufficient appropriations are available will be accepted by the County Attorney and will be final.

N. SCOPE OF AGREEMENT:

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, of the parties or their agents, verbal or otherwise, will be valid or enforceable unless embodied in this Agreement.

O. APPLICABLE LAW:

This Agreement will be governed by the laws and regulations of the State of New Mexico. Venue for any action hereunder will lie in Sandoval County, New Mexico.

P. SEVERABILITY:

If any provision of this Agreement is declared illegal, void or unenforceable, the remaining provisions will not be affected and will remain in full force and effect.

Q. ASSIGNMENT:

The County Attorney may not assign any right accruing under or interest arising from this Agreement, in whole or in part, without the express written consent of the County. In the event of any assignment, the assignee will assume all obligations and liabilities of the County Attorney.

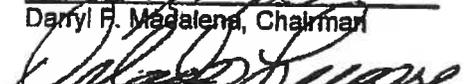
DONE this 5th day of May 2011.

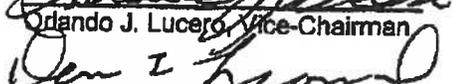


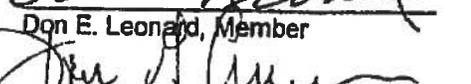
Patrick F. Trujillo

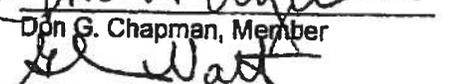
**BOARD OF COMMISSIONERS
OF SANDOVAL COUNTY**



Daryl F. Medalena, Chairman


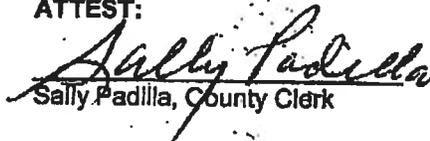
Orlando J. Lucero, Vice-Chairman


Don E. Leonard, Member


Don G. Chapman, Member


Glenn Walters, Member

ATTEST:



Sally Padilla, County Clerk