



CITY OF LAS VEGAS

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

Mayor Tonita Gurulé-Girón

**CITY OF LAS VEGAS
SPECIAL CITY COUNCIL AGENDA
November 9, 2018–Friday– 5:30 p.m.
City Council Chambers
1700 N. Grand Avenue**

(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. Confirmation to appoint David T. Bibb as Police Chief and approval of contract.

Mayor Tonita Gurulé-Girón As per City of Las Vegas Municipal Charter, Article V Officers, Directors and Employees, Section 5.06. Chief of Police. 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.

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, NM 87701

City of Las Vegas Job Description

JOB TITLE: Chief of Police **JOB CODE:** 1201
PAY GRADE: 51 As Per Current Pay Plan - 2010
DEPARTMENT: Las Vegas Police Department
DIVISION: Administration

SUPERVISION RECEIVED: This position is a Department Head level position and work is performed under the direct supervision of the City Manager. This position is appointed and dismissed by Mayor and confirmed by the Council, upon recommendation by the City Manager. The position does not fall within the city's Merit System pay Plan for the purposes of dismissal. (Authority: Art. III, Section 8 of the City Charter, and Section 2-6-10.2 (A) of the City's Personnel Rules and Regulations)

SUPERVISION GIVEN: Supervises and directs the Police Department.

PURPOSE AND NATURE OF JOB

The Chief of Police is the executive head of the Department of Police. He is vested within and responsible for the total administration and operation of the department.

He/she is a commissioned Police Officer of the City of Las Vegas.

Due to federal, state and departmental laws and/or regulations, must be able to maintain confidentiality and security regarding all legal and operational matters learned, seen or heard as a result of employment.

DESCRIPTION OF TASKS PERFORMED

- The Chief of Police will establish all policy and operation procedures relative to the responsibilities of this department. He/she is responsible for the recruitment, training, and commissioning of all police personnel and the hiring, training, and work description of all other employees.
- Oversees day to day departmental functions including performing a variety of complex administrative, supervisory and professional work in planning, coordinating and directing the activities.
- He/she is responsible for the total program development of the following major areas; Public Safety Planning, Parking and Traffic Enforcement, Alarm System, records Maintenance, Communications System, Personnel Administration, Budgeting, and Investigation Follow-Up of all crime within a Municipal setting.
- Meet with elected or appointed officials, other law enforcement officials, community and business representatives and the public on all aspects of the Department's activities.

- Explain, justify and defend department programs, policies and activities; negotiate and resolve sensitive and controversial issues.
- Attend or designate personnel to attend conferences and meetings to keep abreast of current trends in the field; represent the City Police Department in a variety of local, county, state and other meetings.
- Attend and participate in City Council meetings, professional group meetings, and related events; stay abreast of new trends and innovations in the field of law enforcement.
- Represent the Police Department to other departments, elected officials, media and outside agencies; coordinate assigned activities with those of other departments and outside agencies and organizations.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- Ability to deal with the public in a pleasant and courteous manner.
- Proficiently operate and maintain all equipment necessary in the performance of duty.
- Ability to perform work requiring good physical condition.
- Shall follow all City of Las Vegas and Departmental Rules, Regulations, Policies, Procedures, etc., and shall ensure compliance by subordinates.

DESCRIBE MACHINE, TOOLS, EQUIPMENT, WORK AIDS USED

Copy machine, calculator, computer and printer, telephone, television, VCR/DVD, automobile, tape recorder, ear phones, fax machine and other general office materials and equipment. Standard issue police equipment necessary to fulfill the duties of the position.

GENERAL EDUCATION REQUIREMENTS

Must have a high school diploma or GED Equivalent; must have completed appropriate level of management training courses. Police administration experience preferable.

SPECIAL VOCATIONAL REQUIREMENTS

LICENSE:

Must possess a valid New Mexico Class V Operators drivers license and be insurable by the City's insurance carrier.

CERTIFICATION:

Basic Law Enforcement Training Certification
 Ability to meet Department's physical standards.
 CPR Training

SKILLS:

Skill in the use of the tools and equipment of the trade. Ability to train and supervise subordinate personnel. Ability to perform work requiring good physical condition. Ability to effectively communicate in writing and verbally. Ability to establish and maintain effective working relationships with subordinates peers and supervisors. Ability to give verbal and written

instructions. Ability to make independent judgments which have critical impacts. Ability to deal with the public in a pleasant and courteous manner. Must have excellent analytical, communicative and supervisor skills. Must be skilled as a liaison between the Police Department and other Law Enforcement Agencies and city Government.

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the public. Ability to communicate expectations to Officers and other subordinates through routine performance reviews.

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form. Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

KNOWLEDGE:

Must have current knowledge and understanding of administration of Police Services. Thorough knowledge of modern law enforcement principles, procedures, techniques, and equipment. Thorough knowledge of applicable laws, ordinances, and department rules and regulations. Must be proficient in liaison between this department and other Law Enforcement Agencies or related agencies.

WORK ENVIRONMENT:

Work is performed indoors and outdoors and occasionally in confined spaces. Subject to shift work, extended shifts, call-back status, and on-call status. Possibility of exposure to physical risk. The noise level in the work environment is usually moderate to loud occasionally.

David T. Bibb

6616 Mojave St NW, Albuquerque, NM 87120 • (505) 660-9334 • dustoffdeputy@gmail.com

Professional Objective

Mission: To bring leadership, professionalism, and discipline to my native city's Police Department.

Vision: To lead the City of Las Vegas Police Department in a manner that bolsters the confidence of the community, and to become a model agency for other departments to follow.

Law Enforcement Professional Experience

Police Officer

Albuquerque Public Schools Police Department
5/2015 – Present

Albuquerque, NM

Santa Fe Police Department
05/2010 – 5/2014

Santa Fe, NM

Las Vegas Police Department
03/1993 - 09/1997

Las Vegas, NM

U.S. Air Force Security Police
1989 – 1993

RAF Bentwaters, England
KAFB, New Mexico

As a Certified Police Officer in various agencies, duties included but are not limited to:

- Investigate allegations of criminal incidents per police department policies and procedures. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities or other governmental agencies. Certified general police instructor and field training officer.
- Conduct traffic related incidents and criminal offense investigations, crime prevention strategies, proper documentation of incidents and crimes, collection and preservation of evidence, and enforcement of laws and policies at various system levels. Report writing, emergency response, and crisis intervention.
- 2 years investigating violations of the Controlled Substance Act. Certified by the US Drug Enforcement Administration as a Narcotics Investigator.

Deputy Sheriff

San Miguel County Sheriff's Department
01/2010 – 05/2010
09/1997 – 09/1999

Las Vegas, NM

Santa Fe County Sheriff's Department
09/1999 - 08/2009

Santa Fe, NM

As a Deputy Sheriff in the Counties of San Miguel and Santa Fe, duties included but are not limited to:

- County level law enforcement in areas that include rural, suburban, tribal, and municipal. Duties include service of court documents, prisoner transport and extradition, criminal offense investigation and traffic related incidents. Special assignment as a SWAT medic and Field Training Officer.
- Certified by the New Mexico Law Enforcement Academy as an Intermediate I&II and Advanced I&II Police Officer.

Leadership Experience

Special Contracts Manager

CSI Aviation

Albuquerque, NM

05/2014 - 9/2014

- Supervise flight, medical, security operations in addition to 200 personnel across four sites throughout the nation. On-site management of aircraft operations in support of multiple federal contracts. Inspection and coordination of airport logistics and operations, daily communication with subcontractors, negotiating with suppliers, oversight of ground operation services. Oversight of contractor billing and program management. Develop and maintain new and existing supplier relationships.
- Liaison for federal law enforcement to coordinate the movement of detainees aboard charter aircraft and adherence to FAA regulations and DOT aviation requirements.

Platoon Sergeant/Senior Flight Combat Medic

New Mexico Army National Guard

Flight Instructor (non-rated crew member)

Kosovo and Afghanistan

1993 – 2013

- Served as a squad leader for a 13-man squad and subsequently as a platoon sergeant of 40 personnel.
- Mentored and maintained accountability of soldiers within the platoon, providing positive guidance for their personal and professional development.
- Supervised inventory management functions for communications, medical and specialty equipment valued at approximately \$10 million; conducted a monthly inventory with a 100 percent accuracy rate during a 10-year period.
- Led over 300 missions during Operation Enduring Freedom; forged relationships with local leaders and trained Afghan forces to improve security and services in region.
- Planned and supervised 120 logistical air-lift movements in the Southern region of Afghanistan; completed movements with no delay time and finished ahead of schedule.
- Assisted senior leadership with organizational movement of 500 personnel to and from Afghanistan; coordinated with supporting agencies to ensure all material resources were packaged in accordance with US Customs policy.
- Planned and managed over 50 projects using project management concepts; established work breakdown structures and timelines, forecasted resources and supervised overall completion of projects.
- Oversaw all aspects of platoon's fitness program; platoon averaged 240/300 points on the physical fitness test, far exceeding the US Army standard score of 180.
- Assessed training needs and evaluated training effectiveness of platoon; assisted in the development of innovative teaching techniques and conducted professional development seminars.
- Directly responsible for the security and maintenance of living quarters for 50 soldiers; ensured all soldiers quality of life needs were sufficiently met.
- Analyzed violations of organizational code of conduct and administered disciplinary actions in accordance with published regulations.

- Recipient of the Meritorious Service Medal recognizing exemplary performance and leadership in a combat environment.

Volunteer Leadership Experience

Executive Officer
Civil Air Patrol
1/2015 – 12/2017

Rio Rancho, NM

- Second in Command in Falcon Squadron consisting of 30 cadets and 5 staff. Ensure operations within the squadron adhered to the training schedule. Coordinate flight attendance such as orientation flights, rappelling tower, small arms range, and tours of other base facilities.

Education

- Masters in Criminal Justice Candidate
Expected Graduation: May 2020
New Mexico State University
- Bachelor of Liberal Arts
Academic Focus: Criminology and Sociology
Graduation: December 2015
GPA: 3.4 of a maximum 4.0
University of New Mexico

Job Related Training

- June 1989 graduate of the US Air Force Security Police Academy as a Law Enforcement Specialist.
- April 1993 graduate of the NM Law Enforcement Academy as a Police Officer.
- Certified as a National Registry EMT Basic.
- Certified by the Drug Enforcement Administration as a Narcotics Investigator.

Professional Affiliations:

- Fraternal Order of Police
- New Mexico Sheriffs and Police Association - Member

David T. Bibb III

6616 Mojave St NW, Albuquerque, NM 87120 • (505) 660-9334 • dustoffdeputy@gmail.com

**PROFESSIONAL SERVICE CONTRACT
POLICE CHIEF**

THIS CONTRACT, made and entered into this ____ 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, 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 _____, 20____.

Tonita Gurule'-Giron
Mayor of the City of Las Vegas

ATTEST:

EMPLOYEE/Police Chief

City Clerk of the City of Las Vegas

David T. Bibb

Approved as to Form

Esther Garduno Montoya, City Attorney