



ALBUQUERQUE HOUSING AUTHORITY
"Improving quality of life through housing opportunities"

BOARD OF HOUSING COMMISSIONERS
RESOLUTION NO. 2012-14

SELECTION OF A NEW PERSON TO BE EXECUTIVE DIRECTOR OF AHA

WHEREAS, the Board of Housing Commissioners of the Albuquerque Housing Authority (Board) has conducted a extensive search to identify qualified candidates to serve as Executive Director; and

WHEREAS, the Board as the governing body of the Albuquerque Housing Authority (AHA), under the Municipal Housing Law of New Mexico (3-45-5(D) NMSA 1978), is empowered to hire a Secretary, who shall be Executive Director of AHA, and who shall be removable only for cause; and

WHEREAS, as a result of a deliberative process the Board has chosen to formally appoint Ms. Linda Bridge to serve as Executive Director of AHA, subject to agreement between the Board and Ms. Linda Bridge on terms and conditions of employment; and

WHEREAS, terms and conditions of employment have been agreed upon,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF HOUSING COMMISSIONERS, the governing body of the Albuquerque Housing Authority, that:

1. The Board does hereby appoint Ms. Linda Bridge to serve as Executive Director of AHA.
2. The Board does hereby approve the Employment Agreement Between the Albuquerque Housing Authority and Ms. Linda Bridge attached hereto; provided, however, that employment may start sooner than December 17, 2012 if requested by Ms. Linda Bridge and approved in writing by the Chairperson of the Board (or his designee).
3. The Chairperson of the Board (or his designee) is authorized to execute the Agreement on behalf of AHA.
4. The Interim Executive Director shall arrange to transition operational control and leadership of AHA to the new Executive Director as soon as is possible and prudent.

PASSED AND ADOPTED this 7th day of November, 2012
BY A VOTE OF 5 FOR, AND 0 AGAINST.

Members Absent: _____

Members voting against: _____

ALBUQUERQUE HOUSING AUTHORITY
BOARD OF HOUSING COMMISSIONERS

By: 
Stephen J. Vogel, Chairperson of the Board

ATTEST:

ORIGINAL



EQUAL HOUSING
OPPORTUNITY AGENCY

1840 University Boulevard SE / Albuquerque, NM 87106
Telephone (505) 764-3920 FAX (505) 764-3981 TTY (505)-764-3994



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Robin Dozier Otten, Interim Secretary to the Board
and Interim Executive Director



ALBUQUERQUE HOUSING AUTHORITY
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ORIGINAL

EMPLOYMENT AGREEMENT
BETWEEN THE
ALBUQUERQUE HOUSING AUTHORITY
AND
MS. LINDA BRIDGE

THIS AGREEMENT, dated the 7th day of November, 2012, is between the Albuquerque Housing Authority, a Public Body Corporate (hereinafter the "Authority"), and Ms. Linda Bridge (hereinafter the "Employee").

I. SCOPE OF EMPLOYMENT

The Authority hereby designates, appoints and employs the Employee as Executive Director of the Authority and Secretary of the Board of Housing Commissioners. The Employee hereby accepts that designation, appointment and employment. The Employee shall be the employee of the Authority, a Public Body Corporate, and not an employee of the City of Albuquerque, a Municipal Corporation.

As Executive Director of the Authority, the Employee shall be responsible for the operation and administration of all housing programs of the Authority, the planning, directing and oversight of all activities and operations of the Authority, and the implementation of policies and procedures approved by the Board of Housing Commissioners. The Employee shall serve as the liaison between the Board of Housing Commissioners and the residents served by the Authority, the employees working for the Authority, the City of Albuquerque Mayor's Office, the City Council of the City of Albuquerque, the United States Department of Housing and Urban Development (HUD), the U.S. Department of Justice, the State of New Mexico, and any other public and private entities which are necessary to the conduct of the business of the Authority, as well as the general public.

The Employee shall perform these responsibilities in accordance with the United States Housing Act of 1937, as amended, the Annual Contributions Contract (ACC) between the Authority and HUD, the Municipal Housing Law of New Mexico (§3-45-1 et seq. NMSA 1978), City of Albuquerque Resolution 2010-97 (which organized the Authority and created the Authority's Board of Housing Commissioners to govern the Authority), the Authority's policies and procedures, and all other applicable federal, state and local laws and regulations. In the performance of these duties, the Employee shall be subject to the direction and control of the Authority's Board of Housing Commissioners. The Employee, as Executive Director, shall report only to the Authority's Board of Housing Commissioners.





ALBUQUERQUE HOUSING AUTHORITY

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As Secretary of the Board of Housing Commissioners, the Employee shall perform the duties of secretary in accordance with applicable policies and procedures.

II. TERM OF EMPLOYMENT

This Agreement shall commence on December 17, 2012 and shall continue until terminated as provided herein. The Authority, pursuant to Section 3-45-5(D) NMSA 1978 (the Municipal Housing Law of New Mexico), may terminate this Agreement only for cause. Termination for cause may occur for any actions that the Board of Housing Commissioners considers to be grave misconduct. Examples of such situations include (but are not limited to): violation of the City of Albuquerque's Employee Code of Conduct, being convicted of a felony level crime, violation of violence, drug and/or alcohol free workplace policies, violation of federal, state or local laws or regulations, violation of City of Albuquerque's Personnel Policies and Procedures, or violation of the Authority's policies and procedures. The Employee may terminate this Agreement upon 30 days prior written notice to the Board of Housing Commissioners. Additionally, the parties may mutually agree to terminate this Agreement at any time. Upon termination of this Agreement, the Employee shall be paid for services through the date of termination and shall also receive benefits as provided in the City of Albuquerque's Personnel Policies and Procedures and the Authority's superseding personnel policies and procedures, if any. The Employee shall not be entitled to any other compensation or benefits upon termination of this Agreement.

III. SALARY

The salary to be paid to the Employee, during the first year of this Agreement shall be \$110,000 USD. Thereafter, the salary shall be as negotiated between the Authority and the Employee; provided, however, that the Employee is not guaranteed any increase in salary from year to year; and further provided, that the annual salary shall not be less than \$110,000 USD. After the first anniversary date of this Agreement, the Employee shall have the right to receive incentive compensation. Such incentive compensation shall be subject to a mutually acceptable supplemental agreement which sets a maximum amount of incentive compensation based upon measurable benchmarks. Notwithstanding anything to the contrary, salary, incentive compensation and benefits are all subject to available funding and appropriations.

IV. BENEFITS

The Employee shall be eligible to receive benefits as of the commencement date of this Agreement. Until such time as the Authority adopts its own superseding policies and procedures, if any, related to employee benefits, the Employee shall be eligible to receive all benefits provided to classified employees of the City of Albuquerque as provided in the City



ALBUQUERQUE HOUSING AUTHORITY
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of Albuquerque's Personnel Policies and Procedures. Notwithstanding anything to the contrary, the Employee shall not be provided a personal automobile or automobile allowance. Provided the Employee elects to participate in any insurance plans, the Employee shall pay the employee portion of the applicable insurance premiums.

The Employee shall be allowed to participate in the Public Employee Retirement Association (PERA) of New Mexico retirement plan and the New Mexico Retiree Health Care Authority (RHCA) health insurance program. The Employee may, at her own expense, choose to participate in any additional, supplemental, deferred compensation plan and/or other benefit programs offered to classified employees of the City of Albuquerque.

V. EXPENSES

A. EXPENSES INCURRED IN THE PERFORMANCE OF DUTIES

The Authority shall pay reasonable and necessary expenses incurred by the Employee in the performance of her duties under this Agreement but in no event shall the Authority reimburse the Employee for entertainment expenses. Such reimbursement shall be subject to all federal, state and local laws and regulations. To obtain reimbursement, the Employee must comply with all policies and procedures regarding reimbursement, including the requirement to submit complete written documentation in support of all expenditures.

B. MISCELLANEOUS EXPENSES

As authorized by applicable federal, state and local laws and regulations, the Employee shall be eligible to be reimbursed for other reasonable and necessary business expenses as may from time to time be authorized by the Authority.

VI. AGREEMENT BINDING UPON SUCCESSORS AND NON-ASSIGNMENT

All obligations assumed by the Authority pursuant to this Agreement shall be binding upon the Authority, its successors and assigns. This Agreement shall not be assigned by the Employee. This Agreement may be amended only by the written agreement of the parties. Any attempted verbal modification or amendment of this Agreement shall be null and void.

VII. ENTIRE AGREEMENT

This Agreement, together with the Authority's policies and procedures and job description for the Executive Director, constitutes the complete agreement of the parties with respect to the subject matters referred to herein, and supersedes all prior or contemporaneous oral or written promises or agreements related to such subject matters.



ALBUQUERQUE HOUSING AUTHORITY
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If any term of this Agreement is rendered invalid or unenforceable by judicial, legislative or administrative action, the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

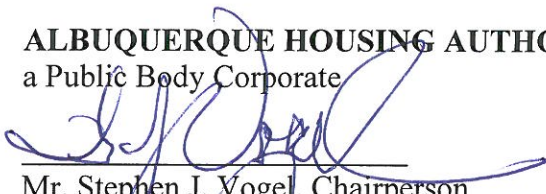
VIII. GOVERNING LAW/VENUE

This Agreement shall be interpreted in accordance with the laws of the State of New Mexico. Venue for any litigation under this Agreement shall be in the State of New Mexico, County of Bernalillo, in the Second Judicial District Court. Should a party commence litigation to enforce any provision of this Agreement, the non-prevailing party agrees that the prevailing party is entitled to recover reasonable attorney fees and costs.

IX. CITY OF ALBUQUERQUE PERSONNEL POLICIES AND PROCEDURES

Notwithstanding that the Employee is an employee of the Authority, and not an employee of the City of Albuquerque, the Employee is still subject to, and shall abide by, all of the City of Albuquerque Personnel Policies and Procedures until such time as the Authority adopts superseding personnel policies and procedures.

ALBUQUERQUE HOUSING AUTHORITY:
a Public Body Corporate


Mr. Stephen J. Vogel, Chairperson
Board of Housing Commissioners

November 7, 2012
Date

THE EMPLOYEE:


Ms. Linda Bridge

10-31, 2012
Date

STATE OF NEW MEXICO }
} ss.
COUNTY OF BERNALILLO }

The foregoing instrument was acknowledged before me this 31 day of October, 2012, by

Ms. Linda Bridge
(Name of Person Acknowledging)

(Seal)

My Commission Expires: 11/22/14







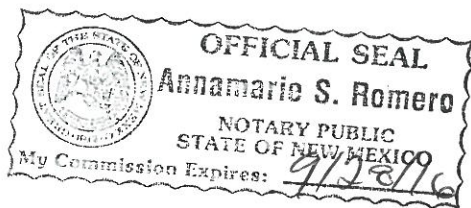
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STATE OF NEW MEXICO }
 } ss.
COUNTY OF BERNALILLO }

The foregoing instrument was acknowledged before me this 7th day of November, 2012, by

Mr. Stephen J. Vogel
(Name of Person Acknowledging)

(Seal)



My Commission Expires: 9/28/16

Annamaria S. Romero