

AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of _____ 2024, by and between the **City of Stamford** (hereinafter referred to as the “City” or “Employer”), a municipal corporation organized and existing under the laws of the State of Connecticut and acting herein by Caroline Simmons, its duly authorized Mayor, and **Barbara Montalvo**, a natural person (hereinafter referred to as the “Employee”). The City and Employee are sometimes referred to herein collectively as the “Parties.”

WITNESSETH:

WHEREAS, the City desires to employ the services of said Employee in the unclassified position of *Legislative Officer - Board of Representatives* as set forth in Section 40-167, *et seq.*, of the City of Stamford Code of Ordinances;

WHEREAS, the Employee desires to accept said employment;

WHEREAS, it is the mutual desire of the Parties to establish the term of office, benefits, and conditions of employment; and

WHEREAS, it is the desire of the City:

- (1) To secure and retain the services of Employee and to provide inducement for Employee to remain in such employment;
- (2) To make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security;
- (3) To act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee; and
- (4) To provide a just means for terminating Employee’s services at such time as Employee may be unable to fully discharge the essential functions of their job due to

permanent disability or when City or Employee may mutually desire to otherwise terminate their employment.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1. DUTIES

The City hereby agrees to employ said Employee as *Legislative Officer - Board of Representatives* for the City under the direction of the Clerk of the Board of Representatives. The Employee shall perform the functions and duties as specified in the position description (attached hereto as Exhibit A) and shall perform other related functions and duties as directed.

SECTION 2. TERM; TERMINATION AND RESIGNATION

A. Pursuant to Section C5-20-21 of the Charter of the City, the term of this appointment, which is subject to the approval of a majority of the City’s Board of Finance and a majority of the City’s Board of Representatives, shall be for three (3) years. The initial term, shall commence on _____ 2024, and will expire on _____, 2027. This Agreement may be extended for an additional two (2) years by mutual agreement of the Parties, for a maximum Term of five (5) years, provided that all other terms and conditions of this Agreement remain the same. The City may terminate this Agreement for good cause shown, upon written notice to the Employee. If so terminated, the City shall have no further obligation to pay salary or benefits except to the extent previously earned. For the purposes of this Agreement, the term “good cause shown” shall mean: (a) the Employee’s commission of a crime or conviction of an act involving material dishonesty, or an act involving fraud, embezzlement, or theft or any other crime that reflects on the Employee’s ability to serve in the Employee’s position, as determined in the sole discretion of the Employer; (b) material violation of any significant written policy of the Employer; (c) a determination that the Employee is disabled to the extent that the Employee is unable to perform the

essential functions of the Employee's position with or without reasonable accommodation; (d) any substantial failure or refusal to perform, or material breach of, the Employee's duties as an employee of the Employer; (e) substandard performance of the Employee's duties; (f) inability to achieve the Employer's reasonable goals or meet articulated benchmarks; and/or (g) any substantial failure or refusal to perform, or material breach of, the Employee's other obligations under this Agreement.

B. The Employee agrees to remain exclusively employed by the City and agrees not to become employed by any other employer until the above-mentioned termination date or any renewal thereof. The term "exclusively employed" shall not be construed to include occasional teaching or consulting, writing after/before normal City office hours, or during weekends, holidays and/or vacation days, provided such work does not impair the discharge of the Employee's official duties as the *Legislative Officer – Board of Representatives*. The Employee shall not undertake any teaching or writing assignment for compensation without the prior written approval of the Clerk of the Board of Representatives.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign their position, provided the Employee gives the City ninety (90) days' notice of their intent to resign from the City. In such event, the Parties shall have no further obligation under this Agreement after the effective date of said resignation.

SECTION 3. WORK WEEK

The Employee understands that *Legislative Officer – Board of Representatives* is a full-time exempt position. The normal workweek shall include all hours required to perform the tasks assigned and may require night and weekend hours. It is expressly understood that, as an exempt employee, payments for overtime, or other remuneration outside the salary set forth in Section 5, are precluded. The Employee waives any right they have or may have to claim such additional compensation.

SECTION 4. BEST INTERESTS

During the term of this Agreement, the Employee shall devote their best efforts and their full time to advance the interests of the City, shall perform their duties to the best of their ability, shall work at all times for the best interests of the City, shall be a person of good moral character and shall uphold the office of *Legislative Officer - Board of Representatives* for the City with dignity, integrity, honesty, and dedicated responsibility to the City of Stamford. The Employee agrees to abide by all policies in effect in the City of Stamford, as may be amended from time to time.

SECTION 5. SALARY

The City agrees to pay the Employee an annual salary of one hundred twenty-six thousand sixty dollars (\$126,060.00), payable weekly or bi-weekly, as determined solely by the Employer. The Employee's salary and any increases in the Employee's salary shall be in accordance with the *Pay Plan for Non-Union, Appointed and Elected Officials*, as approved by the City's Personnel Commission, Board of Finance, and Board of Representatives, as such Pay Plan may be amended from time to time.

SECTION 6. VACATION, SICK AND PERSONAL LEAVE BENEFITS

The Employee shall receive leave, health, and life insurance benefits consistent with Sections 47-35 through 47-46 of the Stamford Charter and Code of Ordinances (Exhibit B) regarding the establishment of employee benefits for salaried, elected and appointed officials, non-union employees and appointed employees, as may be amended from time to time.

SECTION 7. RETIREMENT PLAN

Employee acknowledges being an unclassified employee and, as such, waives any and all claims or rights to participate in the Classified Employees Retirement Fund (Pension Plan) as set

forth in Section C7-30-1 of the City's Charter. The Employee shall be permitted to participate in the *City's Retirement Plan for Non-Union and Appointed Employees*, as provided for in Section 47-1 of the Stamford Code of Ordinances (Exhibit C), as may be amended from time to time.

SECTION 8. OTHER BENEFITS

A. Subject to budgetary appropriation and the prior written approval of the Mayor, the Employee shall be compensated, and the City shall pay all reasonable costs and expenses associated with work related conferences and training, including lodging and travel expenses. Reimbursements shall be governed by the City's Travel Policy as may be amended from time to time.

SECTION 9. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The City shall fix any other reasonable terms and conditions of employment, as it may determine from time-to-time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law. The Employee agrees to comply with and abide by all City rules, regulations and policies in effect and as may be amended and/or created from time to time.

SECTION 10. INDEMNIFICATION

The City shall protect and save harmless the Employee from financial loss and expense including legal fees and costs, if any, arising out of any claim, demand, suit or judgment in accordance with the provisions of Sec. 7-101a of the Connecticut General Statutes as may be amended from time-to-time.

SECTION 11. GENERAL PROVISIONS

A. The text herein shall constitute the entire Agreement between the Parties.

B. The Parties acknowledge that this Agreement is a Personal Service Contract between the City of Stamford and the Employee.

C. This Agreement shall commence and become effective upon the City Mayor's signature, which signature is subject to the approval of the City's Board of Representatives.

D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or any portion thereof, shall be deemed severable, the remainder of the Agreement shall not be affected and shall remain in full force and effect.

E. If any dispute arises regarding the terms or conditions of this agreement the Parties agree to have said dispute resolved through arbitration, by a mutually selected arbitrator through the American Arbitration Association (AAA) or other competent arbitrator mutually agreed to by the Parties.

SECTION 12. DISABILITY

Notwithstanding anything to the contrary contained in this Agreement, if the Employee becomes permanently or partially disabled to the extent of being unable to perform the essential functions of the position *Legislative Officer – Board of Representatives* with or without a reasonable accommodation, the City shall have the right to terminate this Agreement and the Employee's employment with the City.

SECTION 13. GOVERNING LAW

The Parties deem this Agreement to have been made in the City of Stamford, State of Connecticut and that it is fair and reasonable for the validity and construction of this Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that these courts are courts of

competent jurisdiction, for the purpose of venue, any complaint shall be made returnable to the Judicial District of Fairfield, at Stamford, only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court. The Parties hereby waive any objection which they may now have or will have to the laying of venue of any claims in any forum and further irrevocably submit to such jurisdiction in any suit, action or proceeding;

SECTION 14. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one Agreement. Any signature on a copy of this Agreement or any document necessary or convenient thereto sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this Agreement. Paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the Parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the City of Stamford has caused this Agreement to be signed and executed on its behalf by its Mayor, Caroline Simmons, and the Employee has signed and executed this Agreement, in duplicate, the day and year first above written.

In the Presence of:

CITY OF STAMFORD

Witness

Witness

Caroline Simmons
Mayor

EMPLOYEE

Witness

Witness

Barbara Montalvo

Approved as to Form:



Chris Dellaselva
Assistant Corporation Counsel

Schedule A

FLSA Classification - Exempt
Unclassified - PAY PLAN
Salary Grade- B-04
Reports to - Clerk of Board of Rep

Adopted- 06/02/2014

LEGISLATIVE OFFICER – BOARD OF REPRESENTATIVES

GENERAL SUMMARY OF DUTIES

Under the general supervision of the Clerk of the Board or designee, performs highly complex legislative and administrative work to support the office of the Board of Representatives. Work involves collecting, drafting, researching and preparing information for Board members. Work under minimal supervision, with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK (Illustrative Only)

Working with Committee chairs, city law department and other city departments, prepares drafts of resolutions ordinances for consideration by Committee.

Research proposed ordinances and resolutions for potential conflicts within Code or state law requirements.

Prepares and responds to information requests by committee chairs; acquires and provides sample ordinances. Conducts interviews with city personnel and other individuals regarding specifics of legislation.

Prepares public hearings notices; monitors public hearings.

Performs technical research on legal matters. Checks citations when required.

Assists committee chairs in presentations regarding proposed ordinances, organizing presentations to the committee, preparing summaries for board members, etc.

Monitors Code of Ordinances; recommends updates, rescissions and revisions thereto, including liaison with City Law Department.

Maintains liaison with Codification Company; proofreads supplements to Code.

Establishes and maintains departmental computer database of ordinances and resolutions and related subject matters; keeps department website up to date regarding legislation and public hearings.

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Maintains Code books in office and other legal publications, files supplementary material and other related materials.

Research and analyze complex issues and prepare written reports

Review and changes in State law for possible effects on Charter/Code and research impact of same.

Advise Board members and city employees on Charter/Code requirements.

Advise Board members, city employees and the public on the legislative process and procedures.

Advise Board members on Robert's Rules of Order.

Ensure that the Board complies with relevant statutory obligations, including, but not limited to: publishing of agendas and minutes on a timely basis, publishing of public notices within the required time periods; conducting public hearings when required; considering items in the proper sequence if other Boards are required to do so.

Prepares agenda for all Board and committees meetings. Reviews submitted items for accuracy and compliance with code/charter/state requirements and advise President/Clerk of same.

Attends necessary meetings; takes minutes and other records of Board's action, prepares minutes for public distribution.

Coordinates the flow of written materials to members of the Board of Representatives.

Searches for pertinent records of Board actions and related material in response to request from Board members, committees, City departments and the public.

Reviews incoming documents and summarizes the content of same for the President/Clerk and/or Committee Chairs/Members. Prepares reports as directed by President/Clerk/Committee Chairs.

Acts as liaison between the Board of Representatives and other city departments, agencies, boards and commissions.

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Supervises, plans, schedules and coordinates the work of clerical and administrative staff.

Responsible for editing and approving daily time and attendance (KRONOS).

REQUIRED KNOWLEDGE, SKILLS & ABILITIES

Good knowledge of legal procedures and terminology; ability to conduct basic legal research.

Thorough knowledge of office methods, practices, procedures, terminology and equipment.

Thorough knowledge of and ability to utilize various office automation software, including word processing systems and database management programs.

Good knowledge or basic accounting procedures and general knowledge of municipal budgeting processes.

Excellent verbal and written communications skills to include complex correspondence drafting, English composition, grammar, punctuation and spelling.

Ability to present to large, small and diverse groups.

Ability to make quick and accurate judgment calls regarding the need to provide information to various customers.

Ability to generate complex reports and presentations.

Ability to establish and maintain effective working/professional relationships with external and internal customers.

Ability to multi-task and prioritize in a high-stress, fast-paced, multi-demand environment and the ability to make sound work-related judgments and decisions.

Ability to understand and effectively apply complex oral and written instructions and procedures.

Ability to responsibly handle sensitive and confidential information and situations.

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MINIMUM TRAINING & EXPERIENCE REQUIRED

Graduation from an accredited four year college or university with a Bachelor's Degree in journalism, government, criminal justice, communication or a related field and five years of progressively responsible experience in legislative and police matters OR an equivalent combination of education, training and experience as described above.

NOTE: A Master's Degree in public law, government, criminal justice or a J.D. may substitute for one (1) year or the required general experience.

ADA and ADA AAA Specifications

Physical Demands:

Ability to stand, walk, sit, use hands, fingers, handle, or feel objects, tools or controls; reach with hands and arms; climb stairs; balance; stoop, kneel, crouch or crawl; talk or hear; taste or smell. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by the job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Work Environment:

While performing the duties of this job, the employee is not exposed to weather conditions.

The noise level in the work environment is usually moderate.

This job description is not inclusive of all job functions and will be reviewed periodically as duties and responsibilities change with business necessity. Position duties and responsibilities are subject to modification.