



BOARD OF COMMISSIONERS

T. Walter Jaramillo
Chairman

Robert Armijo
1st Vice Chairman

Jack Moleres
2nd Vice Chairman

Patrick Simpson
Commissioner

Lloyd F. Felipe
Commissioner

Regular Meeting
Wednesday, September 28, 2016
5:00 p.m.
Cibola County Convention Room

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Prayer**
5. **Approval of Agenda**
6. **Approval of Minutes**
 - a. August 18, 2016 Workshop
 - b. August 24, 2016 Regular Commission Meeting
 - c. September 16, 2016 Special Meeting
7. **Presentations**
 - a. Employee of the Month
8. **Reports**
 - a. Monthly Sheriff's Department Activity Report
 - b. Monthly Detention Report
 - a) PREA
 - c. Monthly Road Department Report
 - d. County Complex Remodel Expense Report
9. **Public Comment**

The Public has the opportunity to provide comment at this time regarding any agenda item only. Your Comments will be limited to three minutes unless the Board of County Commissioners requests more information. The time limit is given in an effort to allow public input but also to move the agenda forward in a prompt yet efficient manner.
10. **Unfinished Business – Action May Be Taken**
 - a. Consideration of Resolution 16-46, Finance Policy
 - b. Personnel Policy Update (For Discussion Only)

11. Action Items – Action May Be Taken

- a. Consideration of Resolution 16-48, Relating to the Use of Public Buildings or Properties, such as Community Centers, Meeting Rooms or Parks, by Individuals, Groups and Other Non-County Entities
- b. Consideration of Commissioner Felipe’s Request to attend NACO meeting in Florida
- c. State of New Mexico Department of Finance – Final Budget (Discussion Only)
- d. Consideration of Changing 13th Judicial District Attorney’s Cibola County office name to Frederick B. “Ted” Howden III.
- e. Consideration of Artesia Fire Requisition
- f. Consideration of Pay Scale for Staff Sergeant
- g. Consideration of Certificate of Property Tax Assessment Rio San Jose
- h. Consideration of Travel Management Plan MOA
- i. Consideration of Renewal of Contract:
 - a) Nance, Pato & Stout
 - b) Universal Investigative Services

12. Manager’s Report

13. Comments

- a. Staff
- b. Commissioners

14. Executive Closed Session

Pursuant to Section 10-15-1 (H) (2) (5) (7) & (8) the following matter may be discussed in closed session:

- a) Threatened litigation: Corrine Murphy, Deandra Rodriguez, Rheganne Vaughn, Suzanne Garcia, Davina Torrez
- b) Real Estate Property- Detention Center

- Motion and roll call vote to go into Executive Session for the state reasons
- Board meets in closed session
- Motion and vote to go back into regular session
- Summary of items discussed in closed session
- Motion and roll call vote that matters discussed in closed session were limited to those specified in Motion. For closure and that no final action was taken, pursuant to the authority in § 10-15-1 NMSA 1978

15. Announcements

The next Regular Commission Meeting will be held on Wednesday, October 26, 2016 at 5:00 p.m. immediately following the Board of Finance Meeting in the County Convention Room.

16. Adjournment

***Cibola County Commission
Workshop
August 18, 2016***

The Cibola County Commission held a Workshop on Thursday August 18, 2016 in the Cibola County Commission Room.

Elected officials Present Staff

**T. Walter Jaramillo, Chairman
Robert Armijo, 1st Vice Chairman
Jack Moleris, 2nd Vice Chairman
Patrick Simpson, Chairman**

**Manager Tony Boyd
Joseph Sanders, Financial Analyst
Elisa Bro, County Clerk
Natalie Grine, Recording/Filing Clerk**

1. Call to Order

Chairman T. Walter Jaramillo called the Meeting to Order at 5:03 p.m.

2. Roll Call

Chairman T. Walter Jaramillo does roll call 4-5 Commissioners in attendance. Commissioner Felipe absent.

3. Pledge of Allegiance

Recited by all.

4. Prayer

Prayer led by Chairman Simpson.

5. Approval of Agenda

Approval of Agenda approved by Commissioner 1st Chairman Armijo, second by Chairman Simpson 4-5 affirmative.

6. Commission Workshop (For Discussion Purposes Only)

a. NMAC Legislative Priorities

No decisions were made only discussion, this item will be presented at the next County Commission Meeting.

b. Candidate for County Office - Leave

No decisions were made only discussion, this item will be presented at the next County Commission Meeting.

c. Budget

Still waiting approval from DFA on budget only discussion, this item will be presented at the next County Commission Meeting.

d. RFP Jail Management

No decisions were made only discussion, this item will be presented at the next County Commission Meeting.

e. Procurement Policy

No decisions were made only discussion, this item will be presented at the next County Commission Meeting.

f. Indigent Burial Program Policy

No decisions were made only discussion, this item will be presented at the next County Commission Meeting.

g. Finance Policy

No decisions were made only discussion, this item will be presented at the next County Commission Meeting.

H. Contracts

a. Specialty Communication Contract

No decisions were made only discussion, this item will be presented at the next County Commission Meeting.

b. Administrative Office of the Courts

No decisions were made only discussion, this item will be presented at the next County Commission Meeting.

7. Announcements

The next Regular Commission Meeting will be held on Wednesday August, 24 2016 at 5:00 p.m. immediately following the Board of Finance Meeting in the County Convention Room.

8. Adjournment

Motion to adjourn the meeting made by 1st Vice Chairman Armijo, second by 2nd Vice Chairman Molerés at 7:21 p.m. 4-5 affirmative.

Cibola County Commission
Regular Meeting
Wednesday August 24th, 2016

The Cibola County Commission held a Regular Meeting on Wednesday August 24th, 2016 at 5:30 pm in the Cibola County Commission Center

Elected Officials Present Staff

T. Walter Jaramillo, Chairman
Robert Armijo, 1st Vice Chairman
Jack Molerres 2nd Vice Chairman
Patrick Simpson, Commissioner

Tony Boyd, County Manager
Julie Quintana, Executive Assistant
Joseph Sanders, Finance Director
Frances Medina, Purchasing Agent
Elisa Bro, County Clerk
Natalie Grine, Rec/Filing Clerk

A. CALL TO ORDER

T. Walter Jaramillo, County Chairman called the meeting to Order at 5:51 pm.

B. ROLL CALL

Commissioner Jaramillo does roll call 4-5 Commissioners in attendance.
Commissioner Felipe was absent.

C. Pledge of Allegiance Recited by all.

D. Prayer Commissioner Molerres led us in prayer.

E. Approval of Agenda

Motion to approve the agenda made by Commissioner Armijo, second by Commissioner Simpson 4-0 affirmative.

F. Approval of Minutes

July 27th, 2016 Regular Meeting.

Commissioner Armijo made a motion to approve the minutes for the Regular Commission meeting of July 27th, 2016 second by Commissioner Molerres 4-0 affirmative.

G. REPORTS

Monthly Sheriff's Department Report July 2016

Report on file.

Sherriff Tony Mace gave a brief summary of the report that is on file.

Commissioner Armijo asked how the shooting range is coming along, Sherriff Mace stated that they were still waiting for the registry to be completed, and hopefully it will be ready in late October.

Monthly Detention Center Report-July 2016

Report on File

Michael Dodd's stated to the commissioners that they have 81 inmates on hand which are paying beds. The commission would like to see it go up to about 150 paying beds. The County would have to pull \$2 million from the reserve this year to break even. Commissioner Armijo stated that he is really concerned about the non-paying beds situation the county needs to do something about that, the County cannot be taking money from the reserve to keep the detention center going, and he asked Mr. Dodds and Ms. Jaramillo to look into ways of getting more inmates into the facility to cover the expense of running the detention center.

Monthly Road Department Report-July 2016

Report on File

Manager Tony Boyd mentioned that Gary Porter and his crew were busy blading and shaping roads throughout the county, along with cutting trees, mowing, chip sealing. Patching, and replacing signs. Commissioner Molerres asked Manager Boyd to thank Gary Porter and his crew for doing a good job.

County Complex Remodel Expense Report for July 2016

Report on File.

H. Public Comments

Rony Pynes asked what the outstanding debt was for the Detention Center, which was built with Bond money. Joseph Sanders replied that he would get those figures for Mr. Pynes.

Mayor Moody Hicks thanked the Commissioners for putting Resolution 16-41 on the agenda for approval. Mr. Hicks stated that the parking lot for the High School was much needed.

I. Presentation

a. **Employee of the Month**

Yolanda Sanshu- Vallo was announced as employee of the month for August. Manager Boyd stated that Yolanda was chosen for her hard work and dedication.

b. **Volunteer Fire Fighters Introduction**

Joe Desoto and Dustin Middleton introduced the Volunteer Fire Departments from Cibola County.

1. **Bluewater Volunteer Fire Station**

Chief Preston Neff introduced his crew, and mentioned that they have been in existence since 2010 and their ISO is a 6.

2. **Candy Kitchen Volunteer Fire Station**

Chief Mike Sweet introduced his crew and mentioned they have been in existence since 1984 and their ISO is a 9 and working on getting it lower.

3. **Cubero Volunteer Fire Station**

Chief Joe Desoto introduced his crew and mentioned that they have been in existence since 1995, and their ISO is a 9.

4. El Morro Volunteer Fire Station

Chief Kenneth Homer introduced his crew and mentioned that they will complete probation on Nov 20, 2016. Mr. Homer also thanked everyone who helped on getting this Fire Station going.

5. Fence Lake Volunteer Fire Station

Chief Charles Jasper introduced his crew and mentioned that they have been in existence since 1997 and their ISO is a 9

6. Lobo Canyon Volunteer Fire Station

Chief Pete White introduced his crew and mentioned that they have been in existence since 1983, and their ISO is a 9 to 8b.

7. San Rafael Volunteer Fire Station

Chief Clarence Marez introduced his crew and mentioned that they have been in existence since 1954, and their ISO is a 9.

J. New Business Action May Be Taken

a. Consideration of Resolution 16-40, Resources Advisory Committee.

Motion to approve Resolution 16-40 was made by 1st Vice- Chair Armijo, second by Commissioner Simpson 4-0 affirmative.

b. Consideration of Resolution 16-41, Support Chip Sealing Parking Lot Grants High School.

Motion to approve Chip Sealing Parking Lot, was made by 1st Vice- Chair Armijo, second by Commissioner Simpson 4-0 affirmative.

c. Consideration of Resolution 16-42, Whistle Blower Protection Act, NM 911 Act, Capital Outlay for Non-Governmental Entities

Motion to approve Resolution 16-42, was made by 2nd Vice- Chair Molerés, second by 1st Vice- Chair Armijo 4-0 affirmative.

d. Consideration of Resolution 16-43, Forfeiture Act.

Motion to approve Resolution 16-43 was made by 2nd Vice- Chair Molerés, second by 1st Vice- Chair Armijo 4-0 affirmative.

e. Consideration of Resolution 16-44, Procurement Policy.

Motion to approve Resolution 16-44 was made by 1st Vice- Chair Armijo, second by Commissioner Simpson 4-0 affirmative.

f. Consideration of Resolution 16-45, Indigent Burial Program Policy.

Motion to approve Resolution 16-45, made by 1st Vice- Chair Armijo, second by Commissioner Simpson 4-0 affirmative.

g. Consideration of Resolution 16-46, Finance Policy.

Joseph Sanders asked the Commission to have this tabled until the next Commission Meeting.

Motion to Table Resolution 16-46 was made by Commissioner Simpson, second by 1st Vice- Chair Armijo 4-0 affirmative.

h. Consideration of Resolution 16-47, Participation in the Transit System.

Motion to approve Resolution 16-47 was made by 1st Vice- Chair Armijo, second by Commissioner Simpson 4-0 affirmative.

K. Managers' Report

Manager Boyd stated to the Commissioners that the El Morro Fire Station still needs plans drawn up for electrical work, a propane heater needs to be installed also, and concrete to be finished.

Manager Boyd also mentioned that Joseph Gallegos approached him to see if the county would be interested in buying the property on the west side of the Road Department for expansion, Manager Boyd told him he would mention it to the Commissioners at the next Commission Meeting.

L. Comments

Commissioners:

No comments at this time

Staff:

No comments at this time

M. Executive Closed Session

Motion and roll call vote to go into executive session and that, pursuant to New Mexico State Statute Section §10-15-1, and that only the following matters will be discussed in closed session.

Motion to go into executive session was made by 1st Vice Chair Armijo, second by 2nd Vice Chair Molerres, at 8:18 p.m. 4-0 affirmative.

- a. Personnel Detention Administrator
- b. Threatened litigation: Corrine Murphy, Deandra Rodriguez, Rheganne Vaughn, Suzanne Garcia, and Davina Torrez.

Motion and roll call vote to return to regular session and that matters discussed in closed session were limited to those specified in motion for closure, and that no final action was taken, as per New Mexico Statutes Section §10-15-1.

Motion was made by 1st Vice Chair- Armijo, second by Commissioner Simpson 4-0 affirmative at 9:45 p.m.

N. ANNOUNCEMENTS

The next Regular Commission Meeting will be held Wednesday, September 28th 2016 at 5:00 pm immediately following the Board of Finance Meeting in the County Convention Room.

O. ADJOURNMENT

A motion to adjourn the meeting made by Commissioner Simpson, second by Commissioner Armijo 4-0 affirmative at 9:46 pm.

Cibola County Commission
Special Meeting
Friday, September 16, 2016

The Cibola County Commission held a Special Meeting on Friday, September 16, 2016 at 12:00 pm in the Cibola County Convention Room.

Elected Officials Present

T Walter Jaramillo, County Chairman
Jack Molerés, 2nd Vice Chairman
Patrick Simpson Commissioner

Staff

Tony Boyd, County Manager
Joseph Sanders, Financial Analyst
Elisa Bro County Clerk
Natalie Grine, Rec/Filing Clerk

I. Commission Convenes

A. CALL TO ORDER

Walter Jaramillo, County Chairman calls the meeting to order at **12:06 pm**.

B. ROLL CALL

Chairman Jaramillo, conducts roll call - 3/5 Commissioners in attendance, Commissioner Felipe and Commissioner Armijo were absent.

C. Pledge of Allegiance

Led by Commissioner Simpson, recited by all.

D. Prayer

County Clerk Elisa Bro led us in prayer.

E. Approval of Agenda

Motion to approve agenda made by Commissioner Simpson, second by 2nd Vice Chairman Molerés 3-0 affirmative.

F. Action Items

A. Consideration of Mill Levy Rates

Motion to approve Mill Levy Rates made by Commissioner Simpson, second by 2nd Vice Chairman Molerés, 3-0 affirmative.

G. Announcements

The next Regular Commission Meeting will be held on Wednesday, September 28th, 2016 at 5:00 p.m. immediately following the Board of Finance Meeting in the County Convention Room.

H. Adjournment

Motion to adjourn made by Commissioner Simpson, second by 2nd Vice Chairman Molerés 3-0 affirmative at 12:16 p.m.



Cibola County Sheriff's Office

Sheriff Tony Mace

tnymace@yahoo.com

Undersheriff P. Michael Munk
mmunk@co.cibola.nm.us

Office: 505-876-2040
Dispatch: 505-287-9476
Fax: 505-876-2090

Physical: 114 McBride Road
Grants, NM 87020
Mailing: 515 W. High St.
Grants, NM 87020

The following are statistics for the Cibola County Sheriff's Department for AUGUST 1, 2016 through AUGUST 31, 2016.

PREVIOUS YEAR AUGUST 2015

Accidents	11	7
Arrests	78	51
Transports	25	23
Warrant Transports	57	17
Calls	688	600
Citations	46	15
Warnings	47	27
Civil Papers	62	33
Incidents	45	39
Animal Control Calls	49	24

Please note the above information will change as deputies do all above duties as it occurs.

AUGUST 2016 COMMISSION REPORT

Bookings For August 2016	275
Bookings For July 2016	300

Bookings	Releases
275	288
300	274

Daily Average Inmate Count for August 2016	186
Daily Average Inmate Count for July 2016	175
Highest facility count for the month of August 2016	197

Male	Female	Total
186	44	231
175	48	224
197	52	249

Revenue Collected for August 2016

Co. Correctional Fac GRT.	\$36,768.12	August 2016 For July 2016
Housing	\$55,378.25	Collected in August 2016
Federal Transports	\$7,980.30	Collected in August 2016
Medical	\$10,811.40	Reimbursements & Fees
All Other	\$2,353.77	Inmate Fees, Commissions, Other Revenue
Correction Fees		
Total	\$113,291.84	

Rent paid for August 2016	\$9,821.00	From State to General fund
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Juvenile Care paid for August 2016	\$17,091.09	Juvenile's are currently held at the McKinley County Detention
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TOTAL BILLING DAYS FOR AUGUST 2016 = 2,921

Paying August 2016					
County, City & Federal	# of Inmates	Average # of Billing Days	Billing Days	Rate	Total
City of Grants	77	4	309	65.00	\$17,712.50
Village of Milan	4	2	8	65.00	\$455.00
United States Marshals	96	21.4	2,063	50.13	\$103,418.19
Valencia County	15	5.6	84	75.00	\$6,300.00
Socorro County	1	28	28	75.00	\$2,100.00
Rio Arriba County	19	15.8	301	75.00	\$22,575.00
Catron County	1	4	4	75.00	\$300.00
Mora County	1	17	17	75.00	\$1,275.00
Kirtland Air Force Base	1	24	24	75.00	\$1,800.00
Prisoner Transportation Services	9	1.1	10	75.00	\$750.00
Security Transport Services	5	1	5	75.00	\$375.00
U.S. Corrections	6	1	6	75.00	\$342.00
Gallup McKinley County Adult Detention	3	20.6	62	75.00	\$4,650.00
Totals	238	145.5	2921		\$162,052.69

August 2016 Non Paying					
Non Paying	# of Inmates	Average # of Billing Days	Billing Days	Rate	Total
APPO	31	15.4	479	57.00	\$19,741.00
Magistrate Court	202	9.1	1,854	57.00	\$97,318.00
District Court	95	21.1	2,011	57.00	\$103,132.00
Totals	328	45.6	4,344		\$220,191.00

JUVENILE DETENTION LISTING AUGUST 2016

FROM DATE	TO DATE	Man - Days	Total
8/1/16 0:00	8/10/16 7:06	9 DAYS & 7.1 HOURS	\$1,626.76
8/2/16 0:15	8/31/16 23:59	29 DAYS & 23.73 HOURS	\$5,247.99
8/21/2016 09:52	8/21/16 16:00	6.13 HOURS	\$44.69
8/1/16 0:00	8/31/16 23:59	31 DAYS	\$5,425.00
8/2/16 20:08	8/16/16 12:40	13 DAYS & 16.52 HOURS	\$2,395.43
8/31/16 23:51	8/31/16 23:59	.13 HOURS	\$0.95
8/11/16 20:22	8/15/16 23:17	3 DAYS & 26.90 HOURS	\$721.10
8/31/16 23:39	8/31/16 23:59	.33 HOURS	\$2.41
8/1/16 0:00	8/10/16 7:06	9 DAYS & 7.1 HOURS	\$1,626.76

Total Man - Days: 104
 Rate Per Day: \$108.00
 Total Due: \$17,091.09

Year To Date	
Month	Amount
July	\$14,959.49
August	\$17,091.09
September	
October	
November	
December	
January	
February	
March	
April	
May	
June	

Total To Date: \$32,050.58

Prison Rape Elimination Act (PREA) MONTHLY Reporting Data
Cibola County Detention Center

1) How many persons under the supervision of your facility were-

CONFINED/BOOKED/RELEASED in the month of Ap

Aug-16 376

2) For the month of AUGUST, what was the average daily population of your confinement facility?

Aug-16 Male 186 Female 44

3) For the month of AUGUST, how many allegations of inmate-on-inmate NONCONSENSUAL SEXUAL ACTS were reported?

Aug-16 0

4) Of the allegations reported in item 3, how many were-

- a. Substantiated **August** 0
- b. Unsubstantiated **August** 0
- c. Unfounded **August** 0
- d. Investigation Ongoing **August** 0

5) For the month of AUGUST how many allegations of inmate-on-inmate ABUSIVE SEXUAL CONTACT were reported?

Aug-16 0

6) Of the allegations reported in item 5, how many were-

- a. Substantiated **August** 0
- b. Unsubstantiated **August** 0
- c. Unfounded **August** 0
- d. Investigation Ongoing **August** 0

7) For the month of AUGUST how many allegations of inmate-on-inmate SEXUAL HARRASSMENT were reported?

Aug-16 0

8) Of the allegations reported in item 7, how many were-

- a. Substantiated **August** 0
- b. Unsubstantiated **August** 0
- c. Unfounded **August** 0
- d. Investigation Ongoing **August** 0

9) For the month of AUGUST how many allegations of STAFF SEXUAL MISCONDUCT were reported?

Aug-16 0

10) Of the allegations reported in item 9, how many were-

- a. Substantiated **August** 0
- b. Unsubstantiated **August** 0
- c. Unfounded **August** 0
- d. Investigation Ongoing **August** 0

11) For the month of AUGUST, how many allegations of STAFF SEXUAL HARASSEMENT were reported?

Aug-16 0

12) Of the allegations reported in item 11, how many were-

- a. Substantiated **August** 0
- b. Unsubstantiated **August** 0
- c. Unfounded **August** 0
- d. Investigation Ongoing **August** 0

Cibola County Road Dept.

515 W. High Street

Grants NM 87020

505-285-2570 Phone 505-285 3656 Fax



Tuesday, September 13, 2016

To: Tony Boyd - County Manager
Fr: Gary Porter - Public Works Director
Re: Monthly Report: 8/1/16 - 8/31/16 (August)

Regular Maintenance

Blade & Shape

<u>Road</u>	<u>Description</u>	<u>Miles</u>
C35A	Moreno Hill Rd.	10.419
C35	Fence Lake Community Roads	9.064
C25A	Chapman Rd.	0.951
C34	Pine Hill Rd.	9.744
C44	Porter Ranch Road	1.330
C1	Marquez Rd.	17.208
Total Miles		48.716

Special Projects

C28A	Plano Colo. Frontage Rd. - Haul chips back to yard.
C17	Mt. Taylor Addition - Mowing, painting speed humps.
C30	Bluewater South - Cleaning roads & culverts, hauling millings, putting up signs.
C42	Back Country Byway - Moving signs to entrance.
C23	Ralph Card Rd. - Hauling sand off shoulders to C&E, painting speed humps.
C49	Zuni Canyon Rd. (Grants) - Cleaning culverts & roadway, mowing, fixing & painting speed humps, hauling base course.
C24	Elkins Rd. - Cleaning shoulders, mowing, fixing washed out culverts.
C28	Bluewater Village - Painting speed humps.
C58	San Rafael - Mowing, hauling chips & base course, painting speed humps.
C56A	La Vega Estates - Road repairs.
C13	San Jose Loop - Road repairs.
C44	Porter Ranch Road - Road repairs, hauling base course.
C6	Seboyeta - Installing speed humps, cutting trees, painting speed humps.

- C21** *Murray Acres - Cutting trees, shoulder work.*
- C22** *Broadview Acres - Cutting trees, shoulder work.*
- C20** *San Mateo Roads - Cleaning roadway, hauling (1) load of base course.*
- C7** *Cubero Loop - Cleaning culverts.*
- C1** *Marquez Rd. - Fixing cattleguards.*
- C15** *Rinconada Rd. - Fixing cattleguards.*
- C47** *Mesa Ridge Rd. - Fixing cattleguards & culverts.*
- C18** *Horace Mesa Rd. - Mowing.*
- C18A** *Lobo Creek Rd. - Mowing.*
- C18B** *La Jara Mesa Rd. - Mowing.*
- C19** *Cantina Rd. - Mowing.*
- C19A** *Cantina Homesites Rd. - Mowing.*
- C33** *Candy Kitchen - Fixing cattleguards.*
- C34** *Pine Hill Rd. - Fixing cattleguards.*

CO-OP'S

- C28 (SB)** *Bluewater Village - Sweeping, fog sealing (8-15-16, 8-16-16, 8-17-16, 8-18-16).*
- C25B (CAP)** *Roberts Rd. (Cemetary Rd.) - Fog sealing (8-16-16, 8-17-16).*
- C28A (SB)** *Plano Colo. Frontage Rd. - Fog sealing (8-16-16, 8-17-16, 8-18-16).*
- C59D (CAP)** *Camino De Silvestre - Sweeping, fog sealing (8-19-16, 8-23-16).*
- C59C (SP)** *Camino De Belinda - Sweeping, fog sealing (8-19-16, 8-23-16).*
- C18A (SB)** *Lobo Creek Rd. - Sweeping, fog sealing (8-23-16).*
- C29 (SB)** *Plano Colorado - Fog sealing (8-18-16).*
- C23B (SP)** *Valle Verde Estates - Fog sealing (8-18-16).*
- C55 (CAP)** *Ben Chavez Loop - Fog sealing (8-23-16).*
- C49 (SB)** *Zuni Canyon Rd. - Fog sealing (8-23-16).*
- C14 (SP)** *San Fidel (Acoma Rd.) - Fog sealing (8-23-16).*
- C24 (SB)** *Elkins Rd. - Fog sealing (8-24-16).*

Cibola County Road Dept.

515 W. High Street
Grants NM 87020
505-285-2570 Phone Fax 505-287-3656



MAINTENANCE REPORT

August 2016

Road Dept.	127	234.72	5	\$ 16.50	\$ 317.22
Road Dept.	130	19.73	1	\$ 16.50	\$ 36.23
Road Dept.	134	135.98	10	\$ 16.50	\$ 300.98
Road Dept.	135	4.99	0.25	\$ 16.50	\$ 9.12
Road Dept.	139	\$31.39	1	\$ 16.50	\$ 47.89
Road Dept.	146	\$87.06	1	\$ 16.50	\$ 103.56
Road Dept.	151	\$906.44	5	\$ 16.50	\$ 988.94
Road Dept.	153	\$38.17	2	\$ 16.50	\$ 71.17
Road Dept.	Hotsy	\$2.99	0.5	\$ 16.50	\$ 11.24
Road Dept.	Trash Trailer	\$77.63	10	\$ 16.50	\$ 242.63
TOTAL					\$ 2,128.98
Sheriff's	G-68921	\$11.12	3.5	\$ 16.50	\$ 68.87
Sheriff's	G-85514	\$43.62	3	\$ 16.50	\$ 93.12
Sheriff's	G-85514	\$89.03	2	\$ 16.50	\$ 122.03
Sheriff's	G-88606	\$117.07	4	\$ 16.50	\$ 183.07
Sheriff's	G-88607	\$10.58	0.5	\$ 16.50	\$ 18.83
Sheriff's	G-88607	\$39.96	1.5	\$ 16.50	\$ 64.71
Sheriff's	G-90667	\$612.66	20	\$ 16.50	\$ 942.66
Sheriff's (Animal Control)	G-90204	\$29.06	1	\$ 16.50	\$ 45.56
Sheriff's (Animal Control)	G-90205	\$12.47	1	\$ 16.50	\$ 28.97
TOTAL					\$ 1,567.82
Detention	G-61368	\$70.18	3	\$ 16.50	\$ 119.68
Detention	G-85729	\$103.04	8	\$ 16.50	\$ 235.04
TOTAL					\$ 354.72
DWI	G-85669	\$8.00	0.25	\$ 16.50	\$ 12.13
TOTAL					\$ 12.13
Consolidated Dispatch	Generator	1.889 per gallon	65 gallons diesel		\$ 122.79
TOTAL					\$ 122.79
Rural Addressing	G-61037	\$8.00	0.25	\$ 16.50	\$ 12.13
TOTAL					\$ 12.13

Cibola County Road Dept.

515 W. High Street

Grants NM 87020

505-285-2570 Phone 505-287-3656 Fax



FUEL REPORT - CIBOLA COUNTY ROAD DEPARTMENT

August 2016

UNLEADED					
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TOTAL COST
G-18461	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-18473	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-18464	0.29	7.32	426	58.200	\$ 122.76
G-02084	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-15638	0.00	#DIV/0!	110	0.000	\$ -
G-29800	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-29091	0.23	9.13	411	45.000	\$ 92.76
G-23696	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-23697	0.27	7.46	291	39.000	\$ 79.42
G-39980	0.25	8.00	304	38.000	\$ 77.40
G-39988	0.21	9.70	388	40.000	\$ 81.45
G-57384	0.21	9.78	844	86.300	\$ 178.23
G-57619	0.00	#DIV/0!	27	0.000	\$ -
G-57618	0.18	11.76	247	21.000	\$ 43.36
146	#VALUE!	#VALUE!	N/U	0.000	\$ -
G-66164	0.09	22.09	N/U	11.000	\$ 22.40
G-66165	0.14	14.63	N/U	16.000	\$ 33.44
G-70482	0.13	16.15	1,132	70.100	\$ 142.75
G-78718	0.14	14.40	2,820	195.800	\$ 401.81
G-64239	0.13	15.24	529	34.700	\$ 71.28
G-86952	0.09	23.37	2,241	95.900	\$ 196.89
G-86953	0.10	21.01	542	25.800	\$ 54.18
G-86954	0.09	23.80	1,202	50.500	\$ 104.49
G-91750	0.11	18.84	2,327	123.500	\$ 254.74
G-34769	#VALUE!	#VALUE!	N/U	0.000	\$ -
503	#VALUE!	#VALUE!	N/U	0.000	\$ -
Extra card	#DIV/0!	0.00	0	7.500	\$ 20.94

TOTAL GAS

<i>958.300</i>	<i>\$ 1,978.30</i>
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<i>DIESEL FUEL</i>					
<i>VEHICLE #</i>	<i>COST/MILE</i>	<i>MPG</i>	<i>MILES</i>	<i>TOTAL GAL.</i>	<i>TOTAL COST</i>
<i>G-50237</i>	<i>0.35</i>	<i>5.64</i>	<i>226</i>	<i>40.100</i>	<i>\$ 78.80</i>
<i>G-18484</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-18476</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-18795</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-30550</i>	<i>0.34</i>	<i>5.88</i>	<i>718</i>	<i>122.200</i>	<i>\$ 242.52</i>
<i>G-30549</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-38441</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-67372</i>	<i>0.37</i>	<i>5.25</i>	<i>1,384</i>	<i>263.600</i>	<i>\$ 511.81</i>
<i>G-67371</i>	<i>0.29</i>	<i>6.80</i>	<i>966</i>	<i>142.100</i>	<i>\$ 277.69</i>
<i>G-70782</i>	<i>0.34</i>	<i>5.74</i>	<i>1,123</i>	<i>195.700</i>	<i>\$ 383.85</i>
<i>Distributor</i>	<i>0.66</i>	<i>2.96</i>	<i>369</i>	<i>124.700</i>	<i>\$ 241.81</i>
<i>Water Truck</i>	<i>0.00</i>	<i>#DIV/0!</i>	<i>34</i>	<i>0.000</i>	<i>\$ -</i>
<i>New Transport</i>	<i>0.58</i>	<i>3.80</i>	<i>418</i>	<i>110.100</i>	<i>\$ 242.89</i>
<i>305</i>	<i>1.74</i>	<i>1.08</i>	<i>13</i>	<i>12.000</i>	<i>\$ 22.67</i>
<i>306</i>	<i>1.85</i>	<i>1.02</i>	<i>5</i>	<i>4.900</i>	<i>\$ 9.25</i>
<i>307</i>	<i>8.74</i>	<i>0.22</i>	<i>55</i>	<i>247.100</i>	<i>\$ 480.85</i>
<i>308</i>	<i>2.85</i>	<i>0.68</i>	<i>64</i>	<i>94.600</i>	<i>\$ 182.17</i>
<i>309</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>310</i>	<i>4.63</i>	<i>0.42</i>	<i>83</i>	<i>195.900</i>	<i>\$ 384.46</i>
<i>311</i>	<i>3.90</i>	<i>0.49</i>	<i>67</i>	<i>136.400</i>	<i>\$ 261.39</i>
<i>312</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>313</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>314</i>	<i>6.81</i>	<i>0.28</i>	<i>8</i>	<i>28.200</i>	<i>\$ 54.46</i>
<i>416</i>	<i>11.31</i>	<i>0.17</i>	<i>63</i>	<i>369.000</i>	<i>\$ 712.80</i>
<i>417</i>	<i>6.38</i>	<i>0.31</i>	<i>30</i>	<i>95.400</i>	<i>\$ 191.29</i>
<i>418</i>	<i>4.84</i>	<i>0.41</i>	<i>30</i>	<i>72.700</i>	<i>\$ 145.11</i>
<i>501</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>Extra card</i>	<i>#DIV/0!</i>	<i>0.00</i>	<i>0</i>	<i>85.100</i>	<i>\$ 162.92</i>
<i>TOTAL DIESEL</i>				<i>2339.800</i>	<i>\$ 4,586.74</i>

**N/U = NOT USED*

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Cibola County Road Dept.

515 W. High Street
Grants NM 87020
505-285-2570 Phone 505-287-3656 Fax



FUEL REPORT CIBOLA COUNTY BY DEPARTMENT *August 2016*

SHERIFF'S DEPARTMENT

<i>VEHICLE #</i>	<i>COST/MILE</i>	<i>MPG</i>	<i>MILES</i>	<i>TOTAL GAL</i>	<i>TOTAL COST</i>
<i>G-85515</i>	<i>0.12</i>	<i>17.50</i>	<i>2,789</i>	<i>159.400</i>	<i>\$ 327.42</i>
<i>G-85514</i>	<i>\$0.10</i>	<i>21.07</i>	<i>4,220</i>	<i>200.262</i>	<i>\$ 415.68</i>
<i>G-61113</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>DNTI</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-68384</i>	<i>\$0.00</i>	<i>#DIV/0!</i>	<i>4</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-68920</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>DNTI</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-68922</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>DNTI</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-68921</i>	<i>\$0.20</i>	<i>10.42</i>	<i>1,123</i>	<i>107.800</i>	<i>\$ 219.98</i>
<i>G-68418</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-72224</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>DNTI</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-72225</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>DNTI</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-75188</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>DNTI</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-78152</i>	<i>\$0.07</i>	<i>30.12</i>	<i>2,590</i>	<i>86.000</i>	<i>\$ 175.09</i>
<i>G-78153</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>DNTI</i>	<i>88.200</i>	<i>\$ 181.83</i>

G-78154	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-78717	\$0.13	16.17	249	15.400	\$ 31.37
G-78720	\$0.15	14.58	787	53.991	\$ 117.73
G-78721	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-78722	\$0.20	10.23	218	21.300	\$ 44.52
G-78723	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-86096	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-86996	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-85471	\$0.23	8.86	1,127	127.189	\$ 263.10
A-190-ULS	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-88607	\$0.13	15.34	3,916	255.300	\$ 524.92
G-88606	\$0.15	13.88	3,425	246.700	\$ 509.72
G-88608	\$0.15	13.45	2,928	217.700	\$ 452.99
G-88605	#VALUE!	#VALUE!	DNTI	58.560	\$ 117.00
Max Pro Armored Truck	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-90204	\$0.10	20.49	4,644	226.700	\$ 466.02
G-90205	\$0.10	20.88	2,224	106.500	\$ 219.07
3035	\$0.08	26.56	2,266	85.329	\$ 180.38
4479	\$0.17	11.81	2,973	251.768	\$ 519.22
4481	\$0.17	11.74	2,442	208.000	\$ 426.97
207902	\$0.17	13.09	2,964	226.400	\$ 511.51
259	\$0.10	21.22	3,572	168.300	\$ 352.36
443	\$0.08	36.79	1,402	38.108	\$ 114.89
445	\$0.16	13.12	2,728	207.873	\$ 430.09
9058	\$0.13	16.38	2,228	136.000	\$ 280.49

2219	\$0.11	18.64	4,158	223.102	\$ 459.64
G-97570	\$0.30	7.59	1,080	142.240	\$ 327.29
<i>TOTAL SHERIFF'S</i>				3658.122	\$ 7,669.28
<u><i>MANAGERS</i></u>					
<i>VEHICLE #</i>	<i>COST/MILE</i>	<i>MPG</i>	<i>MILES</i>	<i>TOTAL GAL</i>	<i>TOTAL COST</i>
7466	\$0.18	13.12	1,189	90.633	\$ 211.00
<i>TOTAL MANAGERS</i>				90.633	\$ 211.00
<u><i>RURAL ADDRESSING</i></u>					
<i>VEHICLE #</i>	<i>COST/MILE</i>	<i>MPG</i>	<i>MILES</i>	<i>TOTAL GAL</i>	<i>TOTAL COST</i>
G60137	\$0.33	6.60	99	15.000	\$ 32.55
<i>TOTAL RURAL ADDRESSING</i>				15.000	\$ 32.55
<u><i>EMERGENCY MANAGEMENT</i></u>					
<i>VEHICLE #</i>	<i>COST/MILE</i>	<i>MPG</i>	<i>MILES</i>	<i>TOTAL GAL</i>	<i>TOTAL COST</i>
G-86167	\$0.16	14.43	952	65.956	\$ 149.00
<i>TOTAL EMERGENCY MANAGEMENT</i>				65.956	\$ 149.00
<u><i>BUILDING & GROUNDS</i></u>					
<i>VEHICLE #</i>	<i>COST/MILE</i>	<i>MPG</i>	<i>MILES</i>	<i>TOTAL GAL</i>	<i>TOTAL COST</i>
G-67587	\$0.10	22.20	490	22.070	\$ 49.86
<i>TOTAL BUILDING & GROUNDS</i>				22.070	\$ 49.86
<i>I. T. (DATA PROCESSING)</i>					

<i>VEHICLE #</i>	<i>COST/MILE</i>	<i>MPG</i>	<i>MILES</i>	<i>TOTAL GAL</i>	<i>TOTAL COST</i>
<i>G-90878</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>DNTI</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-53547</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>DNTI</i>	<i>0.000</i>	<i>\$ -</i>
<i>TOTAL DATA PROCESSING</i>				<i>0.000</i>	<i>\$ -</i>
<u><i>ASSESSORS</i></u>					
<i>VEHICLE #</i>	<i>COST/MILE</i>	<i>MPG</i>	<i>MILES</i>	<i>TOTAL GAL</i>	<i>TOTAL COST</i>
<i>G-78714</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>DNTI</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-78715</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>DNTI</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-81964</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>DNTI</i>	<i>0.000</i>	<i>\$ -</i>
<i>TOTAL ASSESSORS</i>				<i>0.000</i>	<i>\$ -</i>
<u><i>DETENTION</i></u>					
<i>VEHICLE #</i>	<i>COST/MILE</i>	<i>MPG</i>	<i>MILES</i>	<i>TOTAL GAL</i>	<i>TOTAL COST</i>
<i>G-60185</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-24336</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-57383</i>	<i>\$0.17</i>	<i>12.52</i>	<i>303</i>	<i>24.209</i>	<i>\$ 50.81</i>
<i>G-59969</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-60180</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>DNTI</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-61368</i>	<i>\$0.34</i>	<i>6.09</i>	<i>276</i>	<i>45.300</i>	<i>\$ 95.09</i>
<i>G-63072</i>	<i>\$0.15</i>	<i>13.97</i>	<i>4,083</i>	<i>292.170</i>	<i>\$ 613.23</i>
<i>G-73152</i>	<i>\$0.66</i>	<i>3.20</i>	<i>67</i>	<i>20.961</i>	<i>\$ 44.00</i>
<i>G-78719</i>	<i>\$0.07</i>	<i>28.41</i>	<i>890</i>	<i>31.327</i>	<i>\$ 64.50</i>
<i>G-79636</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>DNTI</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-79879</i>	<i>\$0.09</i>	<i>24.22</i>	<i>525</i>	<i>21.676</i>	<i>\$ 45.50</i>

<i>G-85729</i>	<i>\$0.12</i>	<i>18.76</i>	<i>641</i>	<i>34.176</i>	<i>\$ 77.58</i>
<i>Van #9 (new)</i>	<i>\$0.00</i>	<i>#DIV/0!</i>	<i>43</i>	<i>0.000</i>	<i>\$ -</i>
<i>X-tra Card</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>TOTAL DETENTION</i>				<i>469.819</i>	<i>\$ 990.71</i>

ROAD DEPT. MOTORPOOL

<i>VEHICLE #</i>	<i>COST/MILE</i>	<i>MPG</i>	<i>MILES</i>	<i>TOTAL GAL</i>	<i>TOTAL COST</i>
<i>G-18474</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>TOTAL ROAD DEPT. MOTORPOOL</i>				<i>0.000</i>	<i>\$ -</i>

CONSOLIDATED DISPATCH

<i>VEHICLE #</i>	<i>COST/MILE</i>	<i>MPG</i>	<i>MILES</i>	<i>TOTAL GAL</i>	<i>TOTAL COST</i>
<i>G-70403</i>	<i>0.00</i>	<i>#DIV/0!</i>	<i>111</i>	<i>0</i>	<i>\$ -</i>
<i>Generator</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0</i>	<i>0</i>	<i>\$ -</i>
<i>TOTAL CONSOLIDATED DISPATCH</i>				<i>0.000</i>	<i>\$ -</i>

CLERKS OFFICE

<i>VEHICLE #</i>	<i>COST/MILE</i>	<i>MPG</i>	<i>MILES</i>	<i>TOTAL GAL</i>	<i>TOTAL COST</i>
<i>G-64240</i>	<i>1.97</i>	<i>1.09</i>	<i>16</i>	<i>14.657</i>	<i>\$ 31.50</i>
<i>G55649</i>	<i>0.13</i>	<i>16.41</i>	<i>258</i>	<i>15.723</i>	<i>\$ 33.00</i>
<i>G-72255</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-86995</i>	<i>0.08</i>	<i>25.66</i>	<i>687</i>	<i>26.771</i>	<i>\$ 56.60</i>
<i>TOTAL CLERKS</i>				<i>57.151</i>	<i>\$ 121.10</i>

DWI PROGRAM

<i>G-53823</i>	<i>0.00</i>	<i>#DIV/0!</i>	<i>3</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-45051</i>	<i>#VALUE!</i>	<i>#VALUE!</i>	<i>N/U</i>	<i>0.000</i>	<i>\$ -</i>
<i>G-85669</i>	<i>0.06</i>	<i>37.64</i>	<i>1,061</i>	<i>28.189</i>	<i>\$ 59.63</i>
<i>TOTAL DWI PROGRAM</i>				<i>28.189</i>	<i>\$ 59.63</i>

**DNTI = DID NOT TURN IN / *N/U = NOT USED*



Cibola County, NM

Detail Report with Activity and Encumbrance

Account Detail

Date Range: 08/01/2016 - 08/31/2016

Account	Name	Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance	
Fund: 563 - CONSTRUCTION FUND								
<u>563-085-445-00101</u>	PROFESSIONAL SERV.	1,576,362.26	1,899,971.74	3,476,334.00	6,875,760.24	-1,908,948.31	4,966,811.93	
Post Date	Packet Number	Number	Description	Project Account	Amount	Running Balance	Encumbrance	Running Balance
08/16/2016		39738-R1	OPEN PO WAS 39439				-770.00	6,874,990.24
	Vendor:	NCA ARCHITECTS PLANNERS AIA - 03429						
08/16/2016	APPKT00587	16508	CHANGE ORDER #2		770.01	1,577,132.27		
	Vendor:	03429 - NCA ARCHITECTS PLANNERS AIA Payment Number: 86081						
08/16/2016	APPKT00587	16508	AMENDMENT #5 INCREASE GMP		982.13	1,578,114.40		
	Vendor:	03429 - NCA ARCHITECTS PLANNERS AIA Payment Number: 86081						
08/16/2016		39738-R1	OPEN PO WAS 39439				-982.13	6,874,008.11
	Vendor:	NCA ARCHITECTS PLANNERS AIA - 03429						
08/16/2016	APPKT00587	16508	VALUE ENGINEERING SCOPE		1,501.00	1,579,615.40		
	Vendor:	03429 - NCA ARCHITECTS PLANNERS AIA Payment Number: 86081						
08/16/2016	APPKT00587	16508	CHANGE #4 ADDITIONAL DESIGN		7,074.38	1,586,689.78		
	Vendor:	03429 - NCA ARCHITECTS PLANNERS AIA Payment Number: 86081						
08/16/2016		39738-R1	OPEN PO WAS 39439				-7,074.38	6,866,933.73
	Vendor:	NCA ARCHITECTS PLANNERS AIA - 03429						
08/16/2016	APPKT00587	16508	CHANGE ORDER #3		8,575.00	1,595,264.78		
	Vendor:	03429 - NCA ARCHITECTS PLANNERS AIA Payment Number: 86081						
08/16/2016		39738-R1	OPEN PO WAS 39439				-8,575.00	6,858,358.73
	Vendor:	NCA ARCHITECTS PLANNERS AIA - 03429						
08/16/2016		39738-R1	OPEN PO WAS 39439				-10,477.58	6,847,881.15
	Vendor:	NCA ARCHITECTS PLANNERS AIA - 03429						
08/16/2016	APPKT00587	16508	#4 ARCH/ENGINEER/ELECTRIC		20,001.19	1,615,265.97		
	Vendor:	03429 - NCA ARCHITECTS PLANNERS AIA Payment Number: 86081						
08/16/2016		39738-R1	OPEN PO WAS 39439				-20,001.19	6,827,879.96
	Vendor:	NCA ARCHITECTS PLANNERS AIA - 03429						
08/16/2016	APPKT00587	16508	OPEN PO CONTINUED 39439		32,206.30	1,647,472.27		
	Vendor:	03429 - NCA ARCHITECTS PLANNERS AIA Payment Number: 86081						
08/16/2016		39738-R1	OPEN PO WAS 39439				-32,206.30	6,795,673.66
	Vendor:	NCA ARCHITECTS PLANNERS AIA - 03429						
08/16/2016	APPKT00587	APPLICATION #12	CONSTRUCTION BASE PLUS ALTERNATES		1,828,861.73	3,476,334.00		

Detail Report with Activity and Encumbrance

Date Range: 08/01/2016 - 08/31/2016

Account	Name	Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance	
563-085-445-00101	PROFESSIONAL SERV. - Continued	1,576,362.26	1,899,971.74	3,476,334.00	6,875,760.24	-1,908,948.31	4,966,811.93	
Post Date	Packet Number	Number	Description	Project Account	Amount	Running Balance	Encumbrance	Running Balance
	Vendor:	28588 - JAYNES CORPORATION	Payment Number:	86080				
08/16/2016		39737A-R1	PRE-CONSTRUCTION OPEN PO				-1,828,861.73	4,966,811.93
	Vendor:	JAYNES CORPORATION - 28588						
Total Fund: 563 - CONSTRUCTION FUND:		1,576,362.26	1,899,971.74	3,476,334.00	6,875,760.24	-1,908,948.31	4,966,811.93	
Grand Totals:		1,576,362.26	1,899,971.74	3,476,334.00	6,875,760.24	-1,908,948.31	4,966,811.93	

Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance
563 - CONSTRUCTION FUND	1,576,362.26	1,899,971.74	3,476,334.00	6,875,760.24	-1,908,948.31	4,966,811.93
Grand Total:	1,576,362.26	1,899,971.74	3,476,334.00	6,875,760.24	-1,908,948.31	4,966,811.93

**RESOLUTION #16-46
FINANCE POLICY**

WHEREAS, the Board of Commissioners of Cibola County, recognizes the need relating to Cibola County Financial Management Policies and establish an updated policy relating to the same; and

WHEREAS, the financial health and welfare of Cibola County is highly dependent upon establishing and maintaining sound, financial-planning objectives and strategies of implementation; and

WHEREAS, financial management policies assist the decision-making process of the Board and the County Commission while operating independently of changing service and financial circumstances and conditions; and

WHEREAS, these policies also provide guidelines for evaluating both current activities and proposals for future programs and direct the County's financial resources toward meeting the goals and programs of the strategic plan; and

WHEREAS, the implementation of wise fiscal policies enables County officials to protect the public interest and ensure public trust and confidence.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF CIBOLA COUNTY COMMISSION,

APPROVED, ADOPTED AND PASSED on this 24th day of August, 2016.

Robert Armijo
Commissioner, District I

T. Walter Jaramillo
Commissioner, District II

Jack Molerés
Commissioner, District III

Pat Simpson
Commissioner, District IV

Lloyd Felipe
Commissioner, District V

Attest:

Lisa Bro, Cibola County Clerk

Cibola County, New Mexico

Financial Policies

***Applicable to All Departments
and Constitutional Offices***

***Prepared by the Finance Department
Joseph Sanders
Finance Director***

Foreword

In an effort to continue to improve the financial management of Cibola County the County's finance director, in the spring of 2016, initiated a project to develop formalized financial policies. The County has been operating through the use of informal policies; however, the formalization of our financial policies should greatly enhance the financial management of our County.

Preface

These adopted financial policies provide the framework for assisting both the Cibola County Board of Commissioners and County's administrative staff, in making financial decisions about the financial welfare of the County. Many financial decisions must be based upon state statutes, particularly in the areas of operating budgets and investments. However, New Mexico governments are given much discretion in making many of their financial decisions. This document will help County staff make these decisions in a fiscally sound manner.

This document is divided into seven sections. The first section provides the guidance regarding the "dos and don'ts" of preparing and managing the County's operating budget. State law provides much guidance for this topic. Section II provides an overall formalized framework for the County's capital improvement program. Section III discusses debt issuance and management. At this writing, the County's long-term debt is limited to capital leases. However, this policy addresses a variety of other debt issues that may occur in the future.

The administration of the County's revenues is discussed in Section IV. Section V provides the policy guidance for the County's accounting, auditing and financial reporting activities. County procurement policies and procedures are addressed in Section VI and Section VII provides overall policy guidance for the County's investment program. Finally, Section VIII provides travel policies.

The Finance Department wishes to thank the Board of County Commissioners for their guidance and support of the County's financial management.

Joseph Sanders
Finance Director

August, 2016

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SECTION I

OPERATING BUDGET AND EQUITY RESERVE POLICIES

SECTION I. OPERATING BUDGET AND EQUITY RESERVE POLICIES

The budget process provides the primary mechanism by which key decisions are made regarding the levels and types of services the County provides within their estimated available resources. Budget policy guides this process. Budget policy also directs the County's financial health and stability and these policies provide the foundation for sound budget administration.

New Mexico law provides the budget requirements for New Mexico local governments. These specific legal requirements are referenced throughout these budget policies, as applicable. The policies presented in this section provide an outline of the County's application of these state laws.

This section of the County's financial policies is divided into three subsections, general operating budget policies, specific operating budget policies, and equity.

SUBSECTION I. GENERAL OPERATING BUDGET POLICIES

A. SCOPE

These operating budget and equity policies apply to all budgeted funds, which are the responsibility, and under the management of the County and its Finance Department, including the Constitutional Officers.

B. FINANCING CURRENT COSTS

Current costs shall be financed with current revenues, which may include the use of available fund balances carried forward from the prior year. The County shall avoid balancing current expenditures by obligating the use of future year's resources. The County shall strive to avoid short-term borrowing to meet cash flow requirements. However, the County may enter into short-term borrowing should a critical need arise (see Debt Issuance and Management Policies, Section III).

C. BUDGET REQUIREMENTS BY FUND TYPE

The following budget requirements are established for the different funds the County uses:

1. **General Fund** – The County adopts an annual budget for the General Fund which shall provide for general government operations of the County and maintain working capital necessary for the County's financial health and stability.
2. **Special Revenue Funds** – The County adopts annual budgets for each special revenue fund, which demonstrates that any legally restricted revenue sources are used consistent with the applicable laws and/or regulations.
3. **Capital Project Funds** – The County adopts a project budget for its capital project funds. However, the County also adopts an annual budget, consistent with the County's fiscal year.

4. **Enterprise Funds** - Although generally accepted accounting principles (GAAP) or New Mexico statutes do not require the County to adopt budgets for enterprise funds (e.g., the Cibola County Detention Fund), the County does adopt annual budgets for its enterprise funds in order to monitor revenues and control expenses. The County uses a business approach when budgeting enterprise funds.
5. **Agency Funds** – GAAP and New Mexico statutes do not require the adoption of budgets for the agency funds, since these funds primarily collect cash and forwards it to the general fund for the Constitutional Officers, or to other governmental agencies. These funds do not report operations; therefore, operating budgets are not necessary.

SUBSECTION II. SPECIFIC OPERATING BUDGET POLICIES

The operating budget shall be prepared on an annual basis and include those funds detailed in Sub Section I that are subject to annual appropriation or project appropriation for the fiscal year July1 to June 30.

A. BUDGET PROCESS AND ADOPTION

Prior to May 15 of each year, the County's administration must submit a recommended budget to the Board of County Commissioners for their consideration. During the review process, a state required and legally advertised public hearing is conducted to obtain public comment. In addition, the recommended budget is available for public inspection at the County Clerk's office. Prior to July 1 of the budget year, the County's administration presents the final budget to the Board of County Commissioners, after which the Board of County Commissioners adopts the budget through the passage of a budget resolution.

B. DECENTRALIZED BUDGET DEVELOPMENT PROCESS

The County will utilize a decentralized operating budget process. All departments and Constitutional Officers are given an opportunity to participate in the annual budget process.

The County will utilize a "bottoms-up" resource allocation approach. Each department will have an opportunity to request personnel, services supplies and capital items needed to carry on its responsibility in an exemplary manner. However, the Board of County Commissioners may establish certain budget increase parameters, which may limit budget growth.

C. DEPARTMENTAL BUDGET REQUESTS

The budget shall be developed based upon "line-item" expenditures within each department. This type of budget focuses on objects of expenditures such as personal services, purchased services, supplies, equipment, etc. within each department. At a minimum, each department's budget request shall be detailed by individual line item.

D. ESTIMATING REVENUES

In the budget development, the County will estimate its revenues conservatively, using an objective and analytical approach. Revenue estimates are based upon historic trends and independent analysis by County staff. Every attempt will be made to limit or reduce appropriations prior to increasing any fees or charges. However, to avoid a degradation of the County's service delivery, increases in fees and charges are adopted when necessary. (See Revenue Policies in Section IV).

E. A BALANCED BUDGET

The budget shall be balanced for each budgeted governmental fund. Total anticipated revenues plus that portion of fund balance in excess of authorized reserves (see Equity Policies, Section I below) that is designated as a budget-funding source shall equal total estimated expenditures for each fund.

The budgeted expenses for enterprise funds (less depreciation) expense must equal estimated revenues.

F. THE BUDGETARY BASIS

All governmental fund budgets shall be adopted on a basis consistent with generally accepted accounting principles (i.e., the modified accrual basis of accounting) as promulgated by the Governmental Accounting Standards Board (GASB). Revenues are recognized when they become measurable and available and expenditures are charged against the budget when they become measurable, a fund liability has been incurred and that liability is due.

All enterprise fund budgets use the accrual basis of accounting.

G. LEVEL OF BUDGET ADOPTION AND CONTROL

The budget shall be adopted at the legal level of control, which is department within individual fund (i.e., expenditures may not exceed the total appropriation for any department within a fund without the Board of County Commissioner's approval in a public meeting). The County Administrator and Finance Director (or his designee) may authorize budget transfers within a department within the same fund from one-line item to other line items (i.e., to another object classification within the same department)," except those related to personnel salary changes. The Board of County Commissioners must approve transfers of personnel salary changes. See policy H below for amending the budget.

H. BUDGET AMENDMENTS

The budget is a dynamic rather than static plan, which requires adjustments and formal budget amendments as circumstances change. During the fiscal year, the Board of County Commissioners may need to amend the budget for the funding of service level delivery policy changes, unforeseen catastrophic events or redirection of resources.

Generally, the Board of County Commissioners should approve all budget amendments before expenditures occur. However, due to emergencies or unforeseen circumstances, the Board of County Commissioners may confirm a budget amendment after the expenditure has occurred.

The County administration will present proposed budget amendments to the Board of County Commissioners at regularly scheduled meetings, as necessary.

The Board of County Commissioners must amend the budget for all increases in total departmental appropriations, transfers of appropriations between departments and increases in the number of authorized positions (full and part-time).

Any budget amendments must be adopted by resolution (i.e., the same process that is used to originally adopt the budget).

I. UTILIZATION OF PRIOR YEAR'S FUND BALANCE IN BUDGET

If necessary, the County may use fund balance in excess of the minimum reserve for working capital as a funding source for that fund's budget. The amount of unreserved fund balance shall be estimated conservatively, taking into consideration future year needs. The minimum requirement for the designation for working capital (see Budget Policy, section I, part B), must first be met before utilizing the excess fund balance as a funding source for the budget.

J. APPROPRIATIONS AT YEAR END

All annual operating budget appropriations (i.e., including encumbered appropriations) shall lapse at the end of the fiscal year. Purchases encumbered in the current fiscal year, but not received until the following fiscal year, normally are charged against each department's subsequent year appropriation. However, the Board of County Commissioners may re-appropriate an encumbered order in the following fiscal year's budget through a budget amendment.

K. BUDGET REPORTING SYSTEM

The County shall maintain a system of budgetary control reports to assure adherence to the budget. The County makes available to departments, monthly financial reports comparing actual revenues, and outstanding encumbrances and expenditures with budgeted amounts.

L. DEMONSTRATING LEGAL COMPLIANCE

The County will demonstrate its legal compliance with its budget by presenting "budget to actual" comparison schedules within the County's published comprehensive annual financial report (CAFR). The general fund and any major special revenue funds' budgetary comparison statements will be represented as "basic financial information." All other budgetary comparison schedules will be presented as "supplementary information."

Generally, the budgetary comparison schedules are presented at the legal level of budgetary control (i.e., the department level). However, in the spirit of "full disclosure," the County presents its general fund budgetary schedule by major object classification (e.g., personal services) within departments.

M. CONTINGENCIES

The County shall establish a contingency line in the general fund, within the non-departmental budget, in order to accommodate unexpected operational changes, legislative impacts, or other economic events affecting the County's operations which could not have been reasonably anticipated at the time the budget was prepared.

The amount will vary depending upon available resources as determined during the budget process.

If any of the contingency budget is needed in a separate department, Board of County Commissioners approval is required. If approved, the Finance Department will transfer the appropriation from the contingency line item to the applicable line item(s) within the applicable department's budget.

N. BUDGETING "ONE TIME" REVENUE SOURCES

To the extent feasible, "one-time" revenues will be applied toward one-time expenditures; they will not be used to finance ongoing programs. Ongoing revenues should be equal to or exceed ongoing expenditures.

O. FUNDING OF DEFINED CONTRIBUTION PLAN

The County will fully fund its contribution to the defined contribution plan, consistent with approved percentages of salary and the employee matching share. Currently the County contributes 5% and the employee contributes 3%.

P. CAPITAL ASSET MAINTENANCE

Within the resources available each year, the County shall maintain capital assets and infrastructure at a sufficient level to protect the County's investment, to minimize future replacement and maintenance costs, and to continue service delivery levels.

Q. CONTRIBUTIONS

Unless authorized by Board of County Commissioners, outside contributions to programs operated by County departments shall be subject to the County's accounting and budgetary policies. The County welcomes both unrestricted and restricted contributions compatible with the County's programs and objectives. Any material contribution shall be appropriated by Board of County Commissioners prior to expenditure.

R. PRIVATIZATION

The County will encourage delivery of services by other public and private organizations whenever and wherever greater efficiency and effectiveness can be expected as well as develop and internally use technology and productivity advancements that will reduce or avoid increasing personnel costs. The intent is to control personnel costs as a proportion of the total budget, to more productively and creatively use available resources, and to avoid duplication of effort and resources.

SUBSECTION III. EQUITY POLICIES

A. FINANCIAL RESPONSIBILITY

The County will live within its means. All departments supported by the resources of this County must function within the limits of the financial resources identified or available specifically to them. A balance must be maintained between revenues and expenditures, so that the public can realize the benefits of a strong and stable government. It is important to understand that this policy is applied to budget entities over periods of time which extend beyond current appropriations. By law, budgets cannot exceed available resources, defined as revenues generated in the current period added to balances carried forward from prior years. Temporary shortages, or operating deficits, can and do occur, but they are not tolerated as extended trends. The County will not develop a legacy of shortages or a legacy of mixing one-time resources and expect the continued delivery of services, the very reason for which it exists.

B. BUDGET STABILIZATION RESOURCES

The County shall establish a fund balance designation in the General Fund for working capital purposes. The purposes of working capital is to eliminate cash flow issues, cover the cost of expenditures caused by unforeseen emergencies, cover shortfalls caused by revenue declines, and to eliminate any short-term borrowing for cash flow purposes. This designation shall accumulate and then be maintained at an amount, which represents the equivalent of approximately four (4) months of operating and debt expenditures, including transfers to other funds (i.e. approximately 35% of budgeted General Fund expenditures).

SECTION II

***CAPITAL IMPROVEMENT
PROGRAM POLICIES***

SECTION II - CAPITAL IMPROVEMENT PROGRAM POLICIES

The County will prepare a 5 year Capital Improvement Program (CIP), which will be updated annually. This plan will assist in the planning, acquisition, and financing of capital projects.

Major capital projects will be budgeted in a capital projects fund and/or in one of the County's enterprise funds. Also, some projects or purchases may be budgeted in the general fund. With the involvement of each of the County departments, the County Administrator will prepare the capital budget in conjunction with the operating budget.

A. IDENTIFICATION OF CAPITAL PROJECTS

For purposes of the CIP, a major capital project generally is defined as an expenditure that has an expected useful life of more than 5 years with an estimated total cost of \$20,000 or more. Examples include building/infrastructure, road construction, land acquisitions, equipment, and vehicles.

B. CIP PREPARATION

Updating of the CIP will occur annually, usually during the development of the annual budget. Each department will identify potential capital projects throughout the year and forward the list of identified projects to the Finance Department, when requested. All identified projects will be added to the CIP document, regardless of available funding.

C. PRIORITIZING CAPITAL PROJECTS

The Board of County Commissioners considers the following criteria when prioritizing capital projects and/or capital asset purchases:

- Legal obligations and mandates
- Fiscal impact
- Third party financing availability
- Health and safety impacts
- Economic effects
- Environmental, aesthetic and social effects
- General public support
- Disruption and inconvenience to the public
- Implications if project is deferred to prior years
- Effect on surrounding governments
- Impact on other capital projects
- Life expectancy of project
- Percentage of population served

D. PROJECT LENGTH BUDGET

The CIP shall be developed based upon defined projects approved by the Board of County Commissioners. Capital needs are projected for the subsequent five-year period. Once a project has been approved and funding has been identified, it will be incorporated into the annual operating budget. The Board of County Commissioners will adopt a project budget for these projects. Budget appropriation shall include the complete project costs with contingency amounts as appropriate.

E. AUTHORIZATION OF BUDGET ADJUSTMENTS AND AMENDMENTS

Department heads must submit budget amendment requests transferring appropriations from one-line item to another within the same capital project. The County Administrator or Finance Director (or his designee) shall review and approve all requests for budget adjustments. Adjustments from appropriations that have been obligated, committed, or reserved for a designated purpose shall not be transferred until formal a de-obligation occurs. The de-obligation of budget dollars to a specific project will only occur after the completion of the project, or when a project was identified and budget and funding is no longer necessary.

F. CONSTRUCTION CONTRACTS

All capital projects must be included in a formal construction contract and the contract must be approved by the Board of County Commissioners. All other contract components must be consistent with the County's purchasing rules and regulations.

G. CONSTRUCTION CONTRACT CHANGE ORDERS

All construction contract change orders must be supported by County staff recommendations and must be approved by the capital project architect and/or project engineer (if applicable) and each must be approved by the Board of County Commissioners in a public meeting. All other contract change order components must be consistent with the County's purchasing rules and regulations.

H. COORDINATION WITH DEBT POLICY

If the Board of County Commissioners determines that borrowing is necessary to finance a capital project included within the CIP, the financing will be coordinated with the debt policies of the County (See "Debt Issuance and Management Policies," Section III).

SECTION III
DEBT ISSUANCE AND MANAGEMENT
POLICIES

SECTION III - DEBT ISSUANCE AND MANAGEMENT POLICIES

The County recognizes the foundation of any well-managed debt program is a comprehensive debt policy. A debt policy sets forth the parameters for issuing debt and managing outstanding debt and provides guidance to decision makers regarding the timing and purposes for which debt may be issued, types and amounts of permissible debt, method of sale that may be used and structural features that may be incorporated. The debt policy should recognize a binding commitment to full and timely repayment of all debt as an intrinsic requirement for entry into the capital markets. Adherence to a debt policy helps to ensure that a government maintains a sound debt position and that credit quality is protected. Advantages of a debt policy are as follows:

- Enhances the quality of decisions by imposing order and discipline, and promoting consistency and continuity in decision making,
- Rationalizes the decision-making process,
- Identifies objectives for staff to implement,
- Demonstrates a commitment to long-term financial planning objectives, and
- Is regarded positively by the rating agencies in reviewing credit quality.

The policies also:

- Establish criteria for the issuance of debt obligations so as not to exceed acceptable levels of indebtedness
- Transmit a message to investors and rating agencies that the County is committed to sound financial management
- Provide consistency and continuity to public policy development

Issuing debt commits the County's revenues several years into the future, and may limit its flexibility to respond to changing service priorities, revenue inflows, or cost structures. Adherence to this debt policy helps ensure that the County issues and manages its debt prudently in order to maintain a sound financial position and protect its credit rating.

New Mexico law provides the authorizations and requirements for debt issuances by New Mexico local governments. These specific legal requirements are referenced throughout the debt policies, as applicable.

Although the following debt policies relate to a sophisticated debt program, current practice for debt issuance is limited to capital leases, and the County has no general obligation or revenue bonds outstanding.

A. CONDITIONS FOR ISSUING LONG-TERM DEBT

Debt financing for capital improvements and equipment generally will be used when at least one of the following conditions exist:

- When one-time, non-continuous projects (those not requiring annual appropriations) are desired;

- When the County determines that future users will receive a benefit from the capital improvement that the debt financed;
- When the project is necessary to provide basic services to County residents;
- When total debt, including debt issued by overlapping governments (e.g., the school board), does not constitute an unreasonable burden to County taxpayers.
- Exhausting the use of all other possible revenue sources to provide alternative funding for capital projects.

B. CONDITIONS FOR ISSUING SHORT-TERM DEBT

The County will limit its short-term borrowing to cover cash flow shortages through a bank loan or the issuance of tax anticipation notes (TANS).

C. LIMITATION ON DEBT ISSUANCE

New Mexico law limits the amount of general obligation debt that the County may issue to 10% of the assessed value of all taxable property located within the boundaries of the County. However, the County takes a more conservative approach and limits the issuance of general obligation debt to 5% of this assessed value.

The amount of general long-term debt financing for capital assets (i.e., through capital leases) may be 100% of the fair market value of the purchase.

D. SOUND FINANCING OF DEBT

When the County utilizes debt financing, the following activities will occur to ensure that the debt is soundly financed:

- Analysis of the financial impact, both short-term and long-term, of issuing the debt;
- Conservatively projecting the revenue sources that the County will use to repay the debt;
- Insuring that the term of any long-term debt the County incurs shall not exceed the expected useful life of the asset the debt financed;
- Maintaining a debt service coverage ratio (i.e., for revenue secured debt) that ensures that the revenues pledged for the repayment of the outstanding debt will be adequate to make the required debt service payments.

E. REFUNDING DEBT

The County will consider refunding outstanding bonds when the net present value savings (net of issuance costs and any other cash contribution), as a percentage of the refunding bonds should be at least "3% - 5%."

F. DEBT RETIREMENT

Generally, borrowings by the County should be of a duration that does not exceed the economic life of the capital improvement that it finances and where feasible, should be shorter than the projected economic life. To the extent possible, the County should design the repayment of debt so as to recapture rapidly its credit capacity for future use.

Annual budget appropriations shall include debt service principal and interest payments and reserve requirements for all debt currently outstanding.

G. FULL DISCLOSURE

The County shall follow a policy of full disclosure in financial reporting and with the preparation of a bond prospectus.

H. LEGAL COMPLIANCE

When issuing debt, the County shall comply with all legal requirements, including the continuing disclosure requirements. This compliance includes adherence to local, state and federal legislation and bond covenants.

More specifically, the Finance Director is responsible for maintaining a system of record keeping and reporting to meet the arbitrage rebate compliance requirements of the federal tax code. This effort includes tracking investment earnings on bond proceeds, calculating rebate payments in compliance with tax law, and remitting any relatable earnings to the federal government in a timely manner in order to preserve the tax-exempt status of the County's outstanding debt issues. Additionally, general financial reporting and certification requirements embodied in bond covenants are monitored to ensure that all covenants are complied with.

The County will comply by providing secondary market disclosure for all long-term debt obligations. As required the County will submit annual financial information to all nationally recognized municipal securities repositories, on a timely basis.

I. CREDIT RATINGS

The Finance Director is responsible for maintaining relationships with the rating agencies that assign ratings to the County's various debt obligations. This effort includes providing periodic updates on the County's general financial condition along with coordinating meetings and presentations in conjunction with a new debt issuance.

Credit ratings are the rating agencies' assessment of the County's ability and willingness to repay debt on a timely basis. Credit ratings are an important indicator in the credit markets and can influence interest rates the County must pay. Each of the rating agencies believes that debt management is a positive factor in evaluating issuers and assigning credit ratings. Therefore, implementing debt management practices will be viewed positively by the rating agencies and could influence the County's credit rating and ultimately lower borrowing costs.

When the County issues bonds, it will consider insuring the bonds, which essentially results in the highest bond rating possible which may result in lower interest costs.

J. RELATIONSHIP WITH CAPITAL IMPROVEMENT PROGRAM (CIP)

All bond issue requests shall be coordinated by the Finance Department during the annual budget process. Requests for the issuance of new bonds must be identified during the CIP process (See Section II, CIP policies).

K. COMPETITIVE FINANCING

The County generally will conduct financings on a competitive basis. However, negotiated financings may be used due to market volatility or the use of an unusual or complex financing or security structure.

L. USING FINANCIAL SPECIALISTS

The County may employ outside financial specialists to assist it in developing a bond issuance strategy, preparing bond documents, and marketing bonds to investors. The key players in the County's financing transactions include its financial advisor and bond counsel, the underwriter and County representatives.

SECTION IV
REVENUE ADMINISTRATION POLICIES

SECTION IV - REVENUE ADMINISTRATION POLICIES

The County levies, collects and records certain taxes, license and permit fees, intergovernmental revenues, charges for services, investment earnings, fines and forfeitures, and other miscellaneous revenues and financing sources. This policy provides direction in the application, acceptance and administration of revenues the County receives.

A. DIVERSIFICATION AND STABILITY

All revenues have particular characteristics in terms of stability, growth, sensitivity to inflation or business cycle effects, and impact on the tax and rate payers. A diversity of revenue sources can improve a County's ability to handle fluctuations in revenues and potentially help to better distribute the cost of providing services.

The County shall strive to maintain a diversified and stable revenue structure to shelter it from short-term fluctuations in any primary revenue source. When possible, the revenue mix shall combine elastic (e.g., sales taxes) and inelastic (e.g., property taxes) revenue sources to minimize the effect of economic downturns.

The County will work towards diversifying its revenue base in order to reduce its dependence upon property taxes.

B. REVENUE BUDGET ESTIMATES

As part of the annual budget process, an objective analytical process will estimate revenues realistically and prudently. The County Finance Department will estimate revenues of a volatile nature conservatively.

C. USER BASED FEES AND CHARGES (Exchange Revenues)

The County will strive to keep the revenue system simple which will result in a decrease of compliance costs for the taxpayer or service recipient and a corresponding decrease in avoidance to pay. The County will avoid nuisance taxes, fees, or charges as revenue sources.

The County's revenue system will strive to maintain equity in its structure. That is, the County will seek to minimize or eliminate all forms for subsidization between entities, funds, services, and customers. However, it is recognized that public policy decisions may lead to subsidies in certain circumstances.

When establishing user charges, the following issues will be considered:

- Ability to pay
- Pricing to limit or encourage demand
- Identifiable benefits
- Discourage waste
- Cost of collection

For services associated with a user fee or charge, a fee shall offset the costs of that service, where possible. Costs of services include direct and indirect costs such as operating and maintenance costs, administrative costs, and charges for the use of capital (e.g., depreciation and/or debt service).

D. DETERMINING THE AMOUNT OF USER FEES AND CHARGES

The level of user fee cost recovery should consider the county-wide versus *special service* nature of the program or activity. The use of general purpose revenues is appropriate for county-wide services, while user fees are appropriate for services that are of special benefit to easily identified individuals or groups.

Fees will be reviewed and updated on an ongoing basis to ensure that they keep pace with changes in the cost-of-living as well as changes in methods or levels of service delivery. The Finance Department will forward any proposed changes to the Board of County Commissioners for approval.

E. UPDATING USER FEES AND CHARGES

The County will review all user fees and charges annually in order to keep pace with the cost of providing that service. This review normally will occur during the development of the annual operating budget.

The County will consider changing fee rates when:

- The fee is not covering its costs.
- The fee is covering its costs and generates excess revenue that in turn cross-subsidizes other services, unless public policy suggests otherwise.

F. NEW USER FEES AND CHARGES

When imposing new fees and/or charges, the proposed fee/charge should be examined using the following criteria:

- Sufficiency - fees and/or charges should recover the full cost of issuance, administration, and enforcement, recognizing that adjustments may be necessary for the benefit of the public;
- Efficiency - fees/charges should be designed for easy, inexpensive administration by the County and easy, inexpensive compliance by the individual/business paying the fee/charge. A minimum of the revenue raised through the collection of a fee/charge should be consumed in the process of raising it;
- Simplicity - fees/charges should be understood easily by the payee and County officials, leaving as small a margin as possible for subjective interpretations.

If the new fee would recover costs of a service previously funded by general revenue, the County should examine a decrease in general taxes or decide on a use of the liberated revenues.

G. ALTERNATIVE REVENUE SOURCES

The County shall seek alternative funding sources whenever possible to reduce the required revenue from non-exchange transactions (e.g., property taxes). Such alternative sources include private and public grants, federal or state assistance, and public and private contributions.

H. REVENUE COLLECTION

The County will follow an aggressive policy of collecting revenues, consistent with state and federal laws. This policy includes charging of penalties and interest on delinquent payments, revoking County licenses, and providing for the transferring and assignment of tax executions.

Real property will be sold to satisfy non-payment of property taxes by the Tax Commissioner.

I. RATES AND CHARGES

The Board of County Commissioners shall approve all revenue rates, charges, and processes in association with receipted funds that are deposited by the County.

J. MULTI-YEAR FINANCIAL PROJECTION

The County will prepare (within three years from the date of Board of County Commissioners adoption) a five-year revenue and expenditure projection for governmental funds, with an annual update. This projection will be used as a resource in the development of the operating budget.

K. RAISING PROPERTY TAXES

Property tax rates shall be maintained at a rate adequate to fund a basic service level. Based upon taxable values, millage rates will be adjusted to fund this service level.

SECTION V

ACCOUNTING, AUDITING AND FINANCIAL REPORTING POLICIES

SECTION V – ACCOUNTING, AUDITING AND FINANCIAL REPORTING POLICIES

The Government Finance Officers Association (GFOA) Executive Board has adopted a body of recommended practices in the functional areas of public finance to give GFOA members and other state and local governments more guidance on sound financial management practices. Most of the following financial policies are consistent with the recommended accounting, auditing and financial report practices. These policies include three subsections, accounting, auditing and financial reporting.

SUBSECTION I. ACCOUNTING

The County shall maintain a system of financial monitoring, control, and reporting for all operations and funds in order to provide an effective means of ensuring that financial integrity is not compromised. In addition, such practices shall provide County officials with the necessary resources in order to make sound financial decisions.

A. SCOPE

This policy applies to all accounting records that are the responsibility and under the management of the County's Finance Department.

B. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (GAAP)

The County will establish and maintain a high standard of accounting practices. Accounting standards will conform to accounting principles generally accepted in the United States as promulgated by the Governmental Accounting Standards Board (GASB). The County also follows the Financial Accounting Standards Board's pronouncements issued on or before November 30, 1989, unless they conflict or contradict GASB pronouncements.

C. FUND STRUCTURE

The County will maintain the minimum number of funds consistent with legal compliance and sound financial administration. Also, the County will adhere to the mandatory fund structure included in the New Mexico Department of Community Affairs' (DCA) chart of accounts (see below). In addition, funds shall be classified in conformity with GAAP. Further, all funds shall be reported within the County's comprehensive annual financial report (CAFR).

D. CHART OF ACCOUNTS

The New Mexico General Assembly passed the Local Government Uniform Chart of Accounts and Reporting Act in 1997. This law requires entities to prepare and issue a standardized chart of accounts for New Mexico governments. It shall be the policy of the County to implement and utilize the account classifications as the chart of accounts prescribes.

SUBSECTION II. AUDITING

New Mexico Law on Local Government Audits, requires an independent annual audit for the County. The annual independent audit shall be conducted in accordance with generally accepted auditing standards (GAAS) and generally accepted governmental auditing standards (GAGAS). In addition, the County shall comply with the requirements of the General Accounting Office (GAO) and the Office of Management and Budget (OMB) when audits are conducted relating to federal funding, consistent with the 1996 (and any future) amendments to the Single Audit Act.

A. SCOPE

This policy applies to all funds that are the responsibility and under the management of the County and its Finance Department.

B. AUDITOR QUALIFICATIONS

A properly licensed New Mexico independent public accounting firm shall conduct the annual audit. The firm must have experience in auditing New Mexico local governments. The firm must also be able to substantiate their audit staff has met the continuing education requirements and that the firm has had a "peer review" conducted.

C. AUDITOR INDEPENDENCE

The auditors of the County's financial statements shall conform to the independence standard promulgated in the General Accounting Office's *Government Auditing Standards* even if the audit engagements are not subject to generally accepted government auditing standards.

D. CHOOSING THE AUDIT FIRM

Every five years, the County will consider issuing a request for proposal to choose an audit firm for a period of five years with multiple year renewal options. The County will request two proposals from qualified public accounting firms. One proposal shall contain the firm's costs and a second will contain the firm's qualifications. The cost proposals shall only be opened after the qualified firms are chosen. When awarding the contract for the independent audit, the decision will be based more on technical qualifications rather than on cost.

E. AUDIT AGREEMENT

The agreement between the independent auditor and the County shall be in form of a written contract or an engagement letter. The contract or engagement letter shall include the request for proposal as an appendix to the written document and all issues addressed in the request for proposal shall be required as part of the contract or engagement letter.

F. INTERNAL AUDIT FUNCTION

The County shall develop, and once developed, maintain a strong internal audit function, whereby applying financial practices and policies to transactions. The County shall develop accounting practices and procedures, which will be documented for use in internal control evaluation.

The national Government Finance Officers Association (GFOA) recommends that every government should consider the feasibility of establishing a formal internal audit function because such a function can play an important role in helping county management maintain a comprehensive framework of internal controls. Because of limited financial resources, the County has not established a separate internal audit function, rather the Finance Department should continue to develop and monitor internal controls until an internal auditor position can be funded.

G. MALFEASANCE AND EMBEZZLEMENT

Any employee will be prosecuted to the extent of the law in any instance where the employee is proven to have committed an illegal act such as theft.

SUBSECTION III. FINANCIAL REPORTING

The Finance Department shall develop and maintain an ongoing system of financial reporting to meet the information needs of the County, authorities, and regulatory agencies. In addition, the Board of County Commissioners, County Administrator, Department Heads and the public shall have access to reports to allow them to monitor, regulate, and to use as a basis for future financial decisions.

A. COMPREHENSIVE ANNUAL FINANCIAL REPORT

In conjunction with the annual independent audit, the County shall prepare and publish a Comprehensive Annual Financial Report (CAFR). The County shall prepare the CAFR in conformity with GAAP and the GFOA's program requirements. Annually, the County will submit its CAFR to the GFOA to determine its eligibility to receive the GFOA's coveted "*Certificate of Achievement for Excellence in Financial Reporting*" award. The County shall make this report available to the Board of County Commissioners, bond rating agencies, creditors, and any interested citizens.

All financial statements and schedules contained within the CAFR shall be audited, with the purpose to effectively communicate the complete financial affairs of the County to all interested readers.

B. ANNUAL BUDGET DOCUMENT

The County shall prepare and publish an annual budget document in accordance with the policies contained within Section I of these financial policies, the "Operating Budget and Fund Equity" section.

C. FINANCIAL REPORTING TO THE BOARD OF COUNTY COMMISSIONERS

Quarterly, the Finance Department shall prepare and present a summarized "*Statement of Revenues and Expenditures*" to the Board of County Commissioners for the entire County's operating funds. This report shall detail budget to actual comparisons to provide data for analysis.

D. FINANCIAL REPORTING TO THE DEPARTMENTS

County departments have on-line access to departmental budgetary information. County departments should monitor their budgets at least on a monthly basis.

E. EXTERNAL FINANCIAL REPORTING TO THE STATE OF New Mexico

The County shall report their financial information to the State of New Mexico. A copy of the County's annual audited financial statements (i.e., the CAFR) shall be submitted to the New Mexico Department of Audits and Accounts within 180 days of year-end (December 31), as required.

SECTION VII

DEPOSIT AND INVESTMENT MANAGEMENT POLICIES

SECTION VII - DEPOSIT AND INVESTMENT MANAGEMENT POLICIES

This policy establishes overall guidelines for the deposit and the investment of financial assets for the benefit of the County. The Finance Department is responsible for the management of daily receipt and investment of cash and related accounting operations. The following policies are to be judged and understood in light of that overall sense of stewardship. In that regard, the basic investment standards shall be those of a prudent investor as articulated in applicable state statutes.

Much of the “*Investment Management Policies*” are modeled after the Government Finance Officers Associations’ (GFOA) best practices document titled, “*GFOA Sample Investment Policy*.”

This section of the County’s financial policies is divided into three subsections, general policies, deposit management policies and investment management policies. Although the County primarily invests their available resources in the State of New Mexico Investment Pool (see investment policy 3-H), incorporated within are somewhat sophisticated investment policies, if needed at a later date.

SUBSECTION I. GENERAL POLICIES

A. SCOPE

This investment policy applies to all cash and investments, which are the responsibility, and under the management of the County and its Finance Department.

B. POOLED CASH AND INVESTMENT MANAGEMENT

All non-restricted cash and investments will be maintained in a single cash and investment pool allowing for the maximum use of available resources. The County shall maintain an accounting system that allows non-restricted assets to be pooled, while separately recorded on the general ledger. All available idle cash shall be invested.

C. ALLOCATION OF INVESTMENT EARNINGS

Investment earnings from the pooled cash and investments will be allocated to each investing fund consistent with fund ownership in the pool. The investment earnings shall be allocated monthly, based upon each fund’s average monthly balance. The allocation of the investment earnings process shall coincide with the month end close process.

D. ETHICS AND CONFLICTS OF INTEREST

County officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Board of County Commissioners any material financial interests in financial institutions that conduct business with the County, and they shall further disclose any large personal financial or investment positions that could be related to the performance of the County’s portfolio.

SUBSECTION II. DEPOSIT MANAGEMENT POLICIES

A. CHOOSING DEPOSITARIES

The national GFOA recommends that state and local governments periodically initiate competitive-bidding and negotiation processes, in accordance with the state and local laws and regulations, for major banking services. Currently, the County banks locally and will expand this policy, if needed.

B. COLLATERALIZATION

The County shall require pledges of collateral from the depository institution covering at least 110% of the deposits.

SUBSECTION III. INVESTMENT MANAGEMENT POLICIES

A. GENERAL INVESTMENT OBJECTIVES

The primary objective in the investment of County funds under control of the County is to ensure the safety of principal, while managing liquidity requirements of debt service and other financial obligations of the County, providing the highest investment return using authorized investment instruments, and promoting economic development in the County.

Safety - The safety of principal is the foremost objective of the investment program. County investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the portfolio. To attain this objective, diversification is required to ensure that the Finance Director prudently manages market, interest rate and credit risk. Each investment purchase shall be limited to those defined as eligible under New Mexico statutes (see below).

a. Credit Risk - the County will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

- Limiting investments to the safest types of securities.
- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the County will do business.
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

b. Interest Rate Risk – the County will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- Investing operating funds primarily in shorter-term securities, money market mutual funds, or the State of New Mexico Local Government Investment Pool.

Liquidity - The investment portfolio shall remain sufficiently liquid to enable the County to meet all operating requirements that might be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (i.e., static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (i.e., dynamic liquidity). A portion of the portfolio also may be placed in money market mutual funds or the State of New Mexico Local Government Investment Pool which offer same-day liquidity for short-term funds.

Return on Investments - The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- Liquidity needs of the portfolio require that the security be sold.

Economic Development and Local Considerations - The County seeks to promote economic development in the County through various programs that provide incentives for community reinvestment and financial assistance.

B. DELEGATION AND AUTHORITY

The responsibility for conducting investment transactions resides with the Finance Department. The County's Finance Director is designated as investment officer and is responsible for investment decisions and activities, under the direction of the County Administrator. The Finance Director shall develop and maintain written administrative procedures for the operation of the investment program, consistent with all investment policies. No person may engage in an investment transaction except as provided under the terms of the investment policies and the procedures established by the Finance Director.

C. PRUDENCE

The standard of prudence used by investment officials is the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

D. SAFEKEEPING AND CUSTODY

If the County decides to invest in the public investment market, a list will be maintained of financial institutions authorized to provide investment services to the County. In addition, a list also will be maintained of approved security broker/dealers selected by creditworthiness (e.g., a minimum capital requirement of \$10,000,000 and at least five years of operation). These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (i.e., uniform net capital rule).

All investment securities purchased by the County shall be held in third-party safekeeping by an institution designated as primary agent. The primary agent shall issue a safekeeping receipt to the County listing the specific instrument, rate, maturity and other pertinent information. County shall require pledges of collateral from the depository institution covering at least 110% of the investment. Deposit-type securities (i.e., certificates of deposit) also shall be collateralized at 110% of the face value.

E. INTERNAL CONTROLS

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the County are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that:

- The cost of a control should not exceed the benefits likely to be derived and
- The valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Finance Director shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. This process should be part of the external audit. The internal controls shall address the following points:

- Control of collusion
- Separation of transaction authority from accounting and recordkeeping
- Custodial safekeeping
- Avoidance of physical delivery securities
- Clear delegation of authority to subordinate staff members
- Written confirmation of transactions for investments and wire transfers
- Development of a wire transfer agreement with the lead bank and third-party custodian

F. PURCHASING INVESTMENTS

A market trend analysis will be conducted to determine which maturities would be most advantageous prior to the purchase of any investment, based upon the projected cash flow requirements of the County. The County shall seek competitive investment/interest rates within its safety criteria.

G. LEGAL INVESTMENT INSTRUMENTS

Investments (other than bond proceeds) shall be made in instruments permitted by the State of New Mexico for local governments. Such instruments include:

- Obligations issued by the U.S. government,
- Obligations fully insured or guaranteed by the U.S. government or by a government agency of the United States,
- Obligations of any corporation of the U.S. government;
- Prime bankers' acceptances,
- Repurchase agreements,
- Obligations of other political subdivisions of the state and
- The New Mexico local government investment pool (i.e., New Mexico Fund I)

Investments made with unexpended bond proceeds shall be limited to:

- Bonds or obligations of the governmental entities and/or political subdivisions of the state,
- Bonds or obligations of the U.S. government which are fully guaranteed,
- Obligations of agencies of the U.S. government, bonds or other obligations of public housing agencies or municipal corporations in the United States,
- Certificates of deposit of national or state banks insured by the Federal Deposit Insurance Corporation;
- Certificates of deposit of Federal Saving and Loan Associations; and
- The New Mexico local government investment pool (New Mexico Fund I)

H. USING THE STATE OF New Mexico LOCAL GOVERNMENT INVESTMENT POOL

The County will utilize the State of New Mexico local government investment pool (e.g., New Mexico Fund I) anytime this investment tool is deemed to be in the best interest of the County. Criteria used to determine the use of this investment pool will be the same as any other investment purchase.

I. INVESTMENT DIVERSIFICATION

It is the policy of the County to diversify its investment portfolios. Assets held in the pooled funds and other investment funds shall be diversified to eliminate the risk of loss resulting from the over concentration of assets in a specific maturity, a specific issuer or a specific class of securities. In establishing diversification strategies, the following general policies and constraints shall apply:

- Based upon the annual cash flow analysis, provisions shall be made for adequate liquidity of investments so that the County can efficiently and effectively meet, without financial penalty, disbursements and obligations. An appropriate placement of short-term (one year or less) and long-term (over one year) investments shall be made in accordance with operational needs.

The Finance Director shall establish strategies and guidelines for the percentage of total portfolios that may be invested in securities other than U.S. Treasury issues.

J. INVESTMENT MATURITIES

Investments for all operating funds shall be made in maturities consistent with the estimated cash flow of the County. Both short-term (one year or less) and long-term (over one year) may be utilized in order to maximize investment return.

K. REPORTING

Methods - The Finance Director shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow the County to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the Finance Director, the Board of County Commissioners, and any pool participants. The report will include the following:

- Listing of individual securities held at the end of the reporting period.
- Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration that are not intended to be held until maturity (in accordance with Governmental Accounting Standards Board (GASB) requirements).
- Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.
- Listing of investment by maturity date.
- Percentage of the total portfolio which each type of investment represents.

Performance Standards - The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks shall be established against which portfolio performance shall be compared on a regular basis.

Marking to Market - The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed consistent with the GFOA Recommended Practice on "Mark-to-Market Practices for State and Local Government Investment Portfolios and Investment Pools."

SECTION VIII
TRAVEL POLICIES

SECTION VIII – TRAVEL POLICIES

This policy provides guidance for allowable County travel expenses. The County shall pay or reimburse employees who incur travel expenses while performing official duties for the County. All departments of the County including the constitutional officers are subject to these travel policies.

Employees may be reimbursed for reasonable travel related expenses incurred while on official business for the County. Subject to the provisions outlined in these travel policies, the Board of County Commissioners has authorized payment or reimbursement for the following expenses associated with employee travel:

- Meals associated with overnight stays and in certain circumstances where there is no overnight stay;
- Lodging expenses;
- Mileage for use of a personal vehicle;
- Transportation expenses, including parking and toll fees; and
- Certain miscellaneous expenses associated with travel.

Situations may arise in the course of performing official job duties that may require employees to incur travel expenses that are generally not reimbursable. The County Administrator is authorized to grant exceptions for unusual circumstances on a case-by-case basis.

A. DEFINITIONS

COMMERCIAL TRANSPORTATION - any entity that offers transportation of people or goods to the public for pay.

LODGING - a hotel, motel, inn, apartment, or similar entity that furnishes lodging to the public for pay.

EMPLOYEE TRAVEL EXPENSE STATEMENT - the accounting document used as the basis to reimburse an employee for travel expenses incurred while on official county business. Forms can be obtained from the County's Finance Department.

PERSONAL MOTOR VEHICLE - a motor vehicle that is owned or leased for personal use by an employee.

TRAVEL ADVANCE - any payment to an employee for travel expenses that will be incurred for a scheduled, future trip.

TRAVEL REQUEST FORM – the form an employee uses to submit their travel expenses to be reimbursed. Forms can be obtained from the County's Finance Department.

B. TRAVEL AUTHORIZATION

Employees who are required to travel for their official job duties and are eligible for travel reimbursement should receive authorization from their department head or other designated official prior to performing the travel and approved by the County Administrator and Finance Director.

Travel costs will not be paid or reimbursed unless a travel request form has been submitted and the travel has been approved in advance. Travel request forms must be completed in their entirety before approval can be granted, and will be returned without consideration, until the form has been properly completed. The County does not authorize travel advances.

C. MEAL ALLOWANCE

- **Overnight Stays**

Employees who are required to travel overnight will be reimbursed a per diem amount based upon the U.S General Service Administration per diem rates. The per diem is designed to cover the cost of meals including taxes and tips based on the number of meals per day for which the employee is eligible. Meal per diem will be reimbursed upon return from a trip and no receipts will be required.

Employees traveling overnight are generally eligible for per diem amounts designed to cover the cost of three meals per day for all days on travel status including the day of departure and the day of return.

The full per diem amount of \$85.00 is reimbursed when the employee leaves the county by 8:00 a.m. and returns after 5:00 p.m. with an overnight stay.

The per diem amount will be prorated if the employee leaves after 8:00 a.m. or returns before 5:00 p.m. using the following individual meal rates:

- Less than 2 hours \$ 0.00
- 2 hours but less than 6 hours \$12.00
- 6 hours but less than 12 hours \$20.00
- 12 hours or more \$30.00

No payment or reimbursements for alcoholic beverages will be allowed.

If any meal is included as part of the cost of conference registration, such meal(s) should not be considered eligible in the calculation of per diem. For example, if conference registration includes breakfast and lunch, the employee will not receive per diem for the meal. Because most conferences accommodate a variety of dietary needs/restrictions, employees are expected to participate in such meals. In rare circumstances, an employee may be unable to participate in a conference meal and therefore, the employee may request the per diem amount associated with the meal purchased in lieu of that provided. If requesting such reimbursement, justification for the meal purchase must be indicated on the travel expense statement.

- **No Overnight Stay**

Employees who are required to travel for their job duties and do not stay overnight will not receive per diem for meals. An exception is made for sworn officers in the performance of their official duties such as transporting inmates throughout the state. In this exception, receipts will be required.

- **Conducting County Business**

Meals and other related expenses incurred for the purpose of conducting county business within the county will be paid or reimbursed on a case-by-case basis with prior approval from the County Administrator or Finance Director. Receipts will be required.

D. LODGING

Employees who travel within their State may be reimbursed for lodging expenses associated with approved overnight travel. Employees will be reimbursed for the actual lodging expenses, provided the expenses are less than \$85.00.

Lodging may be reserved using a County credit card but must be paid by a County check so the County can be exempt from state sales tax and local hotel/motel tax.

Lodging shall be paid or reimbursed at the single-room rate, and in cases where the event is being held at a particular hotel or similar facility, the lodging paid or reimbursed shall not exceed the single-room rate at that facility. If an employee chooses accommodations elsewhere, the lodging shall be paid or reimbursed at a rate not to exceed the single-room rate at the hotel where the event is being held.

In cases where numerous hotels are approved by the organization holding the event, then lodging shall be paid or reimbursed at a rate not to exceed the highest single-room rate of \$85.00

Family members are not prohibited from lodging with employees but in no case will expenses directly attributable to family members be paid or reimbursed.

Prior to travel within New Mexico, the employee will be responsible for obtaining a County check with the proper lodging amount excluding **the** state sales tax and the local hotel/motel tax. In addition to the County check, the employee will also be responsible for obtaining a sales tax exemption form and a hotel/motel tax exemption form from the Finance Department so the County can be exempt from paying the state sales tax and the local hotel/motel tax as a lodging expense. Upon check-in, the employee will submit these forms to the hotel/ motel clerk. Upon check-out, the employee will confirm that the final lodging bill does not include the state sales tax and the local hotel/motel tax. All applicable taxes for lodging outside New Mexico will be paid or reimbursed. The County will not reimburse for in-room movies.

If an employee uses a personal credit card, check, or cash to pay for lodging expenses within New Mexico, the employee will be responsible for the state sales tax and the local hotel/motel tax and will not be reimbursed for those taxes.

If lodging is reserved for an employee, and that employee is for some reason unable to use the lodging, a reasonable effort must be made by the employee to cancel the reservation so that County is not billed or penalized as a result. All expenses related to cancellation of lodging shall be borne by the employee unless otherwise approved by the Finance Director and the County Administrator, and in no case may the room be paid or reimbursed by the County for the exclusive use of someone other than the approved employee.

E. TRAVEL BY COMMERCIAL OR PUBLIC TRANSPORTATION

When commercial transportation is necessary, employees may use the County's credit card or be reimbursed for the expenses incurred. Employees will be reimbursed for actual expenses incurred, provided the appropriate steps were taken to obtain the lowest possible fare or cost. Travel by commercial or public transportation must be approved by authorized department personnel prior to the date of travel. When considering such a request, department personnel should consider the distance to be traveled, the travel time, and the cost.

- **Commercial Air Transportation**

Employees should utilize commercial air transportation when it is more cost effective and efficient to travel by air rather than by vehicle. Employees who require air travel should obtain the lowest available airfare to the specified destination, which may include the use of the Internet or a travel agency.

Employees should use electronic ticketing to avoid any surcharge associated with hardcopy tickets.

Many travel agencies now charge small fees for issuing tickets. These fees, if reasonable, are part of the cost of travel. Employees may, therefore, be reimbursed for such costs.

In general, it is the County's policy that employees traveling by commercial air carrier travel in the most cost-effective manner with the advance purchase of tickets, if possible, to obtain the lowest available coach fares. Employees traveling by commercial air carrier will not be reimbursed for the portion of non-coach (i.e. first class, business class, etc.) airfare that exceeds the cost of the lowest, available fare.

Occasions may arise when airlines overbook, change, delay or cancel flights, thereby imposing travel inconveniences on their passengers. In these instances, airlines often offer the impacted passengers indemnification for these inconveniences. Examples of indemnification that may be offered by an airline include vouchers for meals or lodging, upgrades to non-coach travel, and credits toward future flight costs. Employees are authorized to accept such indemnification if the travel inconvenience was imposed by the airline and there is no additional cost to the County.

Under certain circumstances, state and federal agencies may reimburse the County for expenses incurred for air travel, provided these expenses were approved prior to the date of travel.

Employees who choose to travel by personal vehicle when air travel is more cost effective will only be reimbursed for the cost of the lowest available airfare to the specified destination.

- **Travel by County Owned Vehicle, Personal Vehicle, or Rental Vehicle**

Employees traveling outside the County may use a County owned vehicle, if available, or their personal vehicle, or a rental vehicle. In cases in which multiple employees travel to the same event, every effort should be made to share transportation when reasonably possible.

County Owned Vehicle – An employee may use a County owned vehicle and a County credit card for fuel purchases or they may be reimbursed by submitting appropriate receipts for fuel purchases. The County vehicle should be fueled at the County's home station before commencing the trip. Family members are prohibited from traveling in a County owned vehicle.

Personal Vehicle – An employee may use a personal vehicle and be reimbursed 80% of the current IRS standard mileage rate in effect at the time of travel. Mileage must be documented using odometer readings from the personal vehicle or from a website used for directions and maps, and must be reasonable given the context of the trip.

Rental Vehicle – An employee's use of a commercially rented vehicle will be left to the discretion of the County Administrator and the Finance Director and will be evaluated on a case-by-case basis. The County's credit card can be used to reserve and pay for a rental vehicle or the employee can be reimbursed for the actual rental expenses. Employees traveling on County business in a rented vehicle are covered by the County's liability policy; therefore, liability coverage should be declined when renting a vehicle. Employees requiring the use of a commercially rented vehicle will be reimbursed for gasoline purchases associated with the business use of such vehicle, provided appropriate receipts are submitted. The County will only reimburse economy class rental rates.

- **Travel by Mass Transportation, Taxi, or Airport Vans**

Employees officially on travel status may be reimbursed for necessary costs of transportation by bus, taxi, or airport vans for the following situations:

- Between the employee's departure point and the common carrier's departure point;
- Between the common carrier's arrival point and the employee's lodging or meeting place; and
- Between the lodging and meeting places if at different locations.

It is expected that airport vans will be utilized when available and practical, and when they are the lowest cost alternative.

- **Required Documentation of Expenses**

All travel by rented or public transportation must be recorded on the employee travel expense statement. Employees requesting reimbursement must submit receipts for travel by commercial air carrier and for the cost of rented vehicles, including the cost of gasoline purchased. When requesting reimbursement for airfare, the employee must attach a receipt from the airline which includes the itinerary and the amount paid.

Although receipts are recommended, employees are not required to submit receipts for travel by mass transportation, taxi, or airport vans. However, a point-to-point explanation is required for each item reimbursed. All transportation expenses should be itemized on the employee travel expense statement.

F. MISCELLANEOUS

Employees may be reimbursed for expenses incurred for work related telephone, fax messages, and other business services when traveling. Employees must document these expenses on the travel expense statement, and indicate the location from which each call was made, the person contacted, and the reason for the communication.

Employees may be reimbursed for reasonable travel related expenses including parking fees at airport and hotels, tips, toll fees, and fees associated with baggage handling services (portage) when an expense is actually incurred in moving luggage into or out of lodging places, common carriers, and/or airports.

The Board of County Commissioners is allowed a separate expense account for meals, lodging, and transportation for the purpose of conducting County business.

SECTION IX
GRANT POLICIES

SECTION IX – GRANT POLICIES

This policy provides procedures for the financial administration of grants. These grant funds are from State and Federal sources and may be used for County operated programs or may be pass-through funds for local agencies or organizations.

The granting agencies, state and federal law, and generally accepted accounting principles impose specific requirements for the proper accounting and reporting of grant revenues and expenditures. Therefore, the Finance Department must be informed of grants applied for and awarded to the County to assure that accounting procedures are in place to allow expenditure and receipt of grant funds.

A. PROCEDURES

The following procedures are designed to outline the actions to be taken by County staff throughout the life of a grant. The phases of a grant include: application, acceptance, program activity and request for reimbursement, receipt of funds, and close out.

B. APPLICATION PHASE

When County staff decides to seek grant funding, they should consult with the Finance Director to determine whether cash/in-kind match is required, and, if so, provide detail to establish funding. The County department that is requesting the grant must prepare to present before the Board of County Commissioners a report stating the purpose for applying for the grant, match/non-match of funds, and request that the Board authorize the Chairman to sign all documents pertaining to the grant. After Board approval, the department may submit the grant application to the granting agency. Copies of the grant application must also be submitted to the County Clerk and Finance Department to be placed on file.

C. ACCEPTANCE PHASE

Once the grant is awarded, the Board of County Commissioners must vote to accept the grant, any budget amendment that coincides with the grant, and for the Chairman to sign the necessary documents pertaining to accepting the grant. Copies of the award documents must be submitted to the County Clerk and Finance Department to be placed on file. The Finance Department will then establish appropriate general ledger accounts to assure financial accountability.

D. PROGRAM ACTIVITY AND REQUEST FOR REIMBURSEMENT PHASE

County departments are required to follow County procurement policies and procedures for grant purchases, unless the grant conditions state otherwise. Purchase requests must contain the grant name and number to ensure that the purchase is being charged to the grant account in the accounting system.

Copies of the following documents should be provided to the Finance Department:

- Reimbursement requests when initiated;
- Any amendments to the grant;
- Documentation of reporting requirements and frequency;

- Any applicable contracts and renewal letters for contractors.

The grantee department is responsible for enforcing the terms and conditions outlined in the grant. These should be routinely reviewed by the department for compliance. The grantee department is responsible for submitting reimbursement requests in a timely manner. Requests should be filed in accordance with grant requirements, terms, and conditions.

Throughout the County's fiscal year, the grantee department should work with the Finance Department to review revenue received and expenditures incurred for each grant. Any discrepancies or inconsistencies should be reported to the Finance Department for resolution.

Grants may be reviewed by the external auditors during the course of the annual audit. The areas examined could include documentation, compliance with the terms of the grant, and timeliness of reports and reimbursement requests.

E. RECEIPT OF FUNDS

Reimbursement checks should be brought by the grantee department to the Finance Director with an explanation describing the grant, the reimbursement request, and the period covered by the reimbursement. The County Controller will then code the checks, submit the checks for deposit, and enter the revenue into the accounting system.

F. CLOSE OUT OF GRANT

The grantee department should close out the grant with accordance to the grant requirements. Copies of the final grant report should be submitted to the County Clerk and the Finance Department to be placed on file.



BOARD OF COUNTY COMMISSIONERS
ORDINANCE No 2016-

An Ordinance Relating to Administration, Adopting a Personnel Policy; Setting forth Personnel Rules and Regulations Establishing Consistent, Basic Policies and Practices Concerning Relations between the County and its Employees

PREAMBLE

WHEREAS, NMSA 1978, Section 3-18-1 provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1, have the power to “protect generally the property of its municipality and its inhabitants” and to “preserve peace and order”; and,

WHEREAS, NMSA 1978, Section 4-37-1 *et seq.* provides that counties may adopt ordinances, not inconsistent with statutory or constitutional limitations placed on counties, to discharge those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the county and its inhabitants; and,

WHEREAS, NMSA 1978, Section 3-13-4 (1965) allows municipalities and counties to establish a personnel merit system for the hiring, promotion, discharge and general regulation of municipal and county employees.

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SECTION I: DEFINITIONS

- 1.1 ADMINISTRATIVE LEAVE WITH PAY. Leave with pay granted at the County Manager's discretion after considering the elected official's or department director's recommendation. Bereavement Leave will be considered Administrative Leave with pay. See Section 10.13.
- 1.2 ADMINISTRATIVE LEAVE WITHOUT PAY. Leave without pay granted at the County Manager's discretion after considering the elected official's or department director's recommendation.
- 1.3 ANNIVERSARY DATE. Anniversary date means the date of appointment or reemployment and is changed as of the date of promotion, demotion, reduction, or change to a different technical occupation group, group role, or manager category in the same pay band or pay opportunity.
- 1.4 ANNUAL LEAVE. Leave with pay granted to an employee, after accrual at a specific rate, with approval of the employee's supervisor.
- 1.5 APPEAL. Written request that a decision of a formal grievance be reconsidered at a further stage in the grievance procedure.
- 1.6 APPLICANT. A person who has made formal application on an official County personnel application form for a position with the County.
- 1.7 "AT WILL" EMPLOYEE. See definition of "Unclassified Employee".
- 1.8 BOARD. Board means the Board of County Commissioners.
- 1.9 CASUAL EMPLOYEE. An employee hired to fill a position paid by the hour that may be called on short notice and/or on an occasional basis. Casual employee may also be one who works less than twenty (20) hours a week. A casual employee is paid only for hours worked and does not receive any employment benefits. A casual employee does not have the right to grieve employment decisions.
- 1.10 CLASSIFIED EMPLOYEE. An employee who has served the prescribed probationary period and is eligible for the rights and privileges provided for under these Rules.
- 1.11 CONTINUOUS LENGTH OF COUNTY SERVICE. Continuous length of County service means the length of time for which there have been no breaks in employment as an employee spanning from the employee's Date of Hire, other than annual leave, sick leave, military leave authorized pursuant to Section 10.24 below, or authorized leave without pay for less than six (6) months.
- 1.12 CONTRACT EMPLOYEE. Contract employees are FLSA exempt and are unclassified employees and have a contract approved by the Board. Contract employees serve at the will and pleasure of the Board. Contract employees are not entitled to grievance procedures or holiday premium pay.
- 1.13 COUNTY BUSINESS. The performance of duties of a County employee at an employee's normal workstation or at a location authorized by the County.
- 1.14 COUNTY MANAGER. An individual appointed by the Board to conduct the business of the County and to act as the administrative assistant to the Board aiding and assisting the Board in the exercise of their duties and responsibilities. In the event there is no County Manager, the duties and responsibilities specified in these Rules shall be carried out by an appointed Acting County Manager or the chairperson of the Board.
- 1.15 DATE OF HIRE. Date of Hire is the date indicated as such on the employee's Personnel Action Form indicating New Hire as a regular employee, from which there is continuous length of County service. Alternatively, the Date of Hire may be from the date of Reinstatement if reinstatement occurs after a lapse of continuous length of County service.

- 1.16 **DEMOTION.** An employee may be demoted to a position for which the employee is qualified when the employee would otherwise be terminated. The demotion may be a result of funding shortages. An employee who does not possess the necessary ability to render satisfactory performance in the position presently held may be demoted. Employees may voluntarily request such a demotion. Demoted employees may receive a reduction in pay, per County Manager approval and department head recommendation. Only a regular employee demoted due to disciplinary action is entitled to grievance procedures under Section VIII, Grievance Procedures.
- 1.17 **DEPARTMENT DIRECTOR.** An employee hired to fill a position who has the responsibility of supervising and administrating a department of County government as determined and designated by the Board.
- 1.18 **DISMISSAL.** Dismissal means the involuntary separation or dismissal from employment for disciplinary reasons.
- 1.19 **DOMESTIC PARTNER.** An individual who has an exclusive and committed relationship with a County employee and the relationship is the same as, or similar to, a marriage relationship in this state. For purposes of these Rules: 1) domestic partners must have shared a common, primary residence for twelve (12) or more consecutive months, 2) must jointly be responsible for each other's common welfare and share financial obligations, 3) neither can be married or a member of another domestic partnership, 4) both must be at least 18 years of age, and 5) are not related by blood to a degree of closeness that would prevent them from being married to each other in this state.
- 1.20 **DUE PROCESS.** The right granted to a regular employee to pre- and post disciplinary hearings for actions of suspension, demotion or dismissal.
- 1.21 **ELECTED OFFICIAL.** An individual elected by popular vote or appointed to fill vacancies in elective office, i.e., County Commissioner, County Clerk, County Treasurer, County Sheriff, County Assessor, and Probate Judge.
- 1.22 **EXEMPT EMPLOYEES.** All executive, administrative and professional employees as those terms are defined in the federal Department of Labor regulations relating to the Fair Labor Standards Act, and whose compensation is based on a fixed salary.
- 1.23 **GRANT FUNDED EMPLOYEE.** A full or part-time employee hired to fill a position that exists only upon receipt of grant funds. This position is terminable-at-will if funding is not received or upon expiration of the grant agreement.
- 1.24 **GRIEVANCE HEARING.** A formal hearing conducted at the request of an employee who is grieving a promotion, suspension, demotion, involuntary transfer, or dismissal as set forth in these Personnel Rules and Regulations.
- 1.25 **GRIEVANCE.** A formal complaint by an employee concerning actions taken by management which result in loss of pay to the employee and/or privileges to the employee including suspension, demotion, involuntary transfer or dismissal.
- 1.26 **HEARING OFFICER.** The individual who is charged with the responsibility of hearing and deciding allegations of improper promotion, post-disciplinary action matters of demotion, suspension and dismissal.
- 1.27 **IMMEDIATE FAMILY.** Spouses, domestic partners, children, parents, siblings, grandparents, grandchildren, like in-laws, and like step-relationships and persons with legal custodial relationships.
- 1.28 **LAYOFF.** The involuntary separation of an employee from County service without fault on the part of the employee, due to the abolition of a position, reorganization, lack of work, or lack of funds.
- 1.29 **MEDICAL DISABILITY DISMISSAL.** The dismissal of an employee from County employment when the employee is unable to perform the essential functions of the position

with reasonable accommodation(s) that do not impose undue hardship upon the County, due to a medical condition, when there is corroborating documentation of this condition from a licensed health-care professional. Although Medical Disability Dismissal is not disciplinary in nature, employees are nonetheless entitled to participate in the County's pre-determination and grievance procedures if they are subject to dismissal.

- 1.30 NONEXEMPT EMPLOYEES. All employees who are not exempt employees as defined in the federal Department of Labor regulations relating to the Fair Labor Standards Act.
- 1.31 PART-TIME EMPLOYEE. An employee who works more than twenty (20) hours and less than forty (40) hours per week. Employees working twenty (20) hours or more on a consecutive basis are eligible for fringe benefits.
- 1.32 PRE-DISCIPLINARY HEARING. A hearing conducted by the County Manager or his/her designee before the imposition of the disciplinary actions of suspension, demotion or dismissal.
- 1.33 PROBATIONARY EMPLOYEE. A full-time or part-time employee hired to fill a regular position that has not yet completed the twelve (12) month probationary period of employment during which time the employee is terminable-at-will. During this probationary period the supervisor is required to evaluate the employee on a monthly basis.
- 1.34 PROMOTION. A promotion is the change of an employee from a position in one classification usually to a position in a classification with a higher salary range.
- 1.35 REGULAR EMPLOYEE, Full-time: An employee who has successfully completed probation with a work schedule of at least forty (40) hours per week. Part-time: An employee who has successfully completed probation with a work schedule of more than twenty but less than forty (40) hours per week.
- 1.36 RESIGNATION. Resignation means the voluntary separation of an employee from County service.
- 1.37 SAFETY-SENSITIVE or SECURITY-SENSITIVE POSITION. A safety-sensitive or security-sensitive position is a position approved as such by the elected official or department director and the County Manager, including a supervisory or managerial position in which impairment by drug or alcohol use would constitute an immediate and direct threat to public health or safety and includes, but is not limited to, law enforcement officers, detention officers, employees who are required to regularly carry a firearm, drivers required to have a CDL license, have access to confidential information and/or receive calls for public service and employees who regularly transport other people as their principal job or otherwise designated so by the County Manager.
- 1.38 SALARIED EMPLOYEE. A salaried employee a position that is FLSA exempt from overtime and works to complete his/her assigned tasks until the job is completed, not for a specific number of hours. Salaried employees do not accrue sick or annual leave.
- 1.39
- 1.40 SICK LEAVE. Leave with pay granted to employees when personal illness, injury, pre-arranged medical or dental examination, quarantine, therapy, counseling or other necessary treatment keeps the employee from performing the duties of the position or when a member of the immediate family is ill, injured or requires treatment for the described reasons.
- 1.41 SUSPENSION. An involuntary leave of absence, with or without pay, for disciplinary reasons, or pending investigation of allegations made against an employee, or for pending determination of the grievance procedure.
- 1.42 TEMPORARY EMPLOYEE. An employee hired to fill a position that will temporarily fill a position that is vacant due to the absence of an employee or for some other requirement. Temporary employment will not exceed a six (6) month period. All temporary employees are terminable-at-will, do not accrue leave, and do not receive employee benefits.

- 1.43 **TERM EMPLOYEE.** An employee that is hired to fill a position for a specific time period based on Board funding for a specified period of time, funding source or similar situation, not to exceed two years in duration.
- 1.44 **TRANSFER.** The voluntary or involuntary movement of an employee, from one department or office to another department or office in the County service.
- 1.45 **UNCLASSIFIED EMPLOYEE (or At-Will Employee).** An employee who can be dismissed at any time, with or without cause. The terminable-at-will employees in the County shall be: probationary employees; temporary employees; contract employees; and others designated by the Commission. Terminable-at-will employees are not entitled to the grievance procedures provided for in these Rules.

SECTION II: EMPLOYMENT STATUS

2.1 Position Specifications. The County shall establish a set of position specifications for all positions. Position specifications shall include title, tasks, duties, responsibilities and minimum qualifications. They will also specify knowledge, skills, education, and abilities required of applicants. See Definitions for description of employee position. An employee may qualify for one or more of the following position descriptions:

- A. **Probationary Employee.** A full-time or part-time employee hired to fill a regular position that has not yet completed the twelve (12) month probationary period of employment during which time the employee is terminable-at-will. During this probationary period, the supervisor is required to evaluate the employee every six months.
- B. **Temporary Employee.** An employee hired to fill a position that will temporarily fill a position that is vacant due to the absence of an employee or for some other requirement. Temporary employment will not exceed a six (6) month period. All temporary employees are terminable-at-will, do not accrue leave, and do not receive employee benefits.
- C. **Regular Employee.** **Full-time:** An employee who has successfully completed probation with a work schedule of at least forty (40) hours per week. **Part-time:** An employee who has successfully completed probation with a work schedule of more than twenty but less than forty (40) hours per week.
- D. **Part-time Employee.** An employee who works more than twenty (20) hours and less than forty (40) hours per week. Employees working twenty (20) hours or more on a consecutive basis are eligible for fringe benefits.
- E. **Grant Funded Employee.** A full or part-time employee hired to fill a position that exists only upon receipt of grant funds. This position is terminable-at-will if funding is not received or upon expiration of the grant agreement.
- F. **Casual Employee.** An employee hired to fill a position paid by the hour that may be called on short notice and/or on an occasional basis. Casual employee may also be one who works less than twenty (20) hours a week. A casual employee is paid only for hours worked and does not receive any employment benefits. A casual employee does not have the right to grieve employment decisions.
- G. **Unclassified Employee.** An employee who can be dismissed at any time, with or without cause. The terminable-at-will employees in the County shall be: probationary employees; temporary employees; contract employees; and others designated by the Commission. Terminable-at-will employees are not entitled to the grievance procedures provided for in these Rules.
- H. **Classified Employee.** An employee who has served the prescribed probationary period and is eligible for the rights and privileges provided for under these Rules.

- I. **Contract Employee.** Contract employees are FLSA exempt and are unclassified employees and have a contract approved by the Board. Contract employees serve at the will and pleasure of the Board. Contract employees are not entitled to grievance procedures or holiday premium pay.
- J. **Term Employee.** An employee that is hired to fill a position for a specific time period based on Board funding for a specified period of time, funding source or similar situation, not to exceed two years in duration.
- K. **Temporary Agency Employees.** Individuals who perform work for the County through a contract with an independent third-party, like a temporary placement or employment agency. These individuals are not County employees and therefore are not entitled to any benefits or rights detailed in this policy.

SECTION III: GENERAL PROVISIONS

3.1 Purpose. The purpose of these Personnel Rules and Regulations (Rules) is to establish consistent, basic policies and practices concerning relations between the County and its employees. These Rules further establish the formal grievance procedure available to regular employees to hear their grievances with respect to promotions, demotions, suspensions, involuntary transfers and dismissal, and provide the method by which a personnel hearing officer is chosen to hear formal grievances. Independent contractors are not subject to the provisions of the Rules.

3.2 Scope. Definite rules and regulations cannot be readily formulated for every possible problem and situation. These Rules serve as a general basis and guide for the proper, efficient, and effective management and administration of personnel matters of the employees of the County. The Rules contained herein replace and supersede all previously issued personnel rules, regulations and ordinances applicable to employees of the County as the subject matter is covered in the County Code of Conduct and these Rules.

3.3 Amendment of Rules & Regulations. There shall be no resolution or other action of the Board or other County officials, which is inconsistent with these Rules, except by amendment of these Rules. The Board reserves the right to amend these Rules by Ordinance. The County Manager may issue interpretative memoranda or Administrative Instructions, not inconsistent with these Rules, which further detail the interpretation of these Rules.

3.4 Employee Knowledge & Information of Rules & Regulations. The Human Resources Manager shall provide a copy of these Rules to present employees and to all new employees with instructions to read and be familiar with all provisions of these Rules. Employees shall sign for a copy upon receipt.

3.5 Equal Employment Opportunity Rules & Regulations. Individuals will not be discriminated against on the grounds of race, age, religion, color, national origin, ancestry, sex, marital status, physical or mental handicap, medical condition, sexual orientation or gender identity, in consideration for employment, promotions, transfers, duration of employment, compensation, terms, conditions, or privileges of employment by the County.

3.6 Administration by County Manager. The County Manager or designee shall administer and interpret the personnel system and the terms of these Rules and its amendments, and all future approved operating procedures. The County Manager shall recommend to the Board any necessary amendments or revisions to the Rules.

3.7 Duties of All Employees. All employees shall adhere to the provisions of these Rules. Elected officials, department directors, division managers, Human Resources Manager and the County Manager further shall be responsible for seeing to the adherence and enforcement of these Rules.

3.8 Chain of Command & Conflict Resolution. In order to maintain open communication between County and its employees and to ensure that employees' general working concerns and conflicts are addressed quickly and efficiently, the County will utilize the chain of command protocol. Employees have the right to present or make known their complaints, free from interference, restraint, discrimination, coercion, or reprisal. This provision does not apply to serious complaints such as harassment, dangerous working conditions, workplace violence and discrimination, which are otherwise addressed by the policy.

It is required that an employee discusses his/her concerns first with his/her immediate supervisor. Departments should utilize alternative methods of dispute resolution, including mediation, wherever appropriate to resolve conflicts in the workplace and encourage positive working relationships between employees and management.

If the concern cannot be handled at this level, the employee may request a meeting with the next level supervisor, up to the elected official or department director of his/her department. If it becomes necessary to pursue the issue beyond the department director or supervisor level, or if the concern cannot be handled or remedied within the department due to supervisory conflict, it may be appealed to the County Manager within ten (10) calendar days of the department's final decision. The County Manager or designee may serve as a hearing officer and the County Manager's decision on the complaint shall be final and binding.

3.9 Conflict with Collective Bargaining Agreements. If any provision of this Resolution is in conflict with a written Employee Agreement duly adopted by the Board pursuant to the Public Employee Bargaining Act [NMSA 1978, §§10-7E-1 to 10-7E-26], the terms of the Collective Bargaining Agreement shall control.

3.10 Code of Ethics.

A. The ethical county employee shall:

1. Properly administer the affairs of the county.
2. Promote decisions which only benefit the public interest.
3. Actively promote public confidence in county government.
4. Keep safe all funds and other properties of the county.
5. Conduct and perform the duties of the office diligently and promptly dispose of the business of the county.
6. Maintain a positive image to pass constant public scrutiny.
7. Evaluate all decisions so that the best service or product is obtained at a minimal cost without sacrificing quality and fiscal responsibility.
8. Inject the prestige of the office into everyday dealings with the public employees and associates.
9. Maintain a respectful attitude toward employees, other public officials, colleagues and associates.
10. Effectively and efficiently work with governmental agencies, political subdivisions and other organizations in order to further the interest of the county.

11. Faithfully comply with all laws and regulations applicable to the county and impartially apply them to everyone.
- B. The ethical county official shall not:
1. Engage in outside interests that are not compatible with the impartial and objective performance of his or her duties.
 2. Improperly influence or attempt to influence other officials to act in his or her benefit.
 3. Accept anything of value from any source which is offered to influence his or her action as a public official.
 4. The ethical county official accepts the responsibility that his or her mission is that of servant and steward to the public.

SECTION IV: RECRUITMENT AND SELECTION

4.1 Purpose. It is the policy of the County to select and recruit the best qualified and the best-suited persons for all positions in an open and competitive manner, to ensure no discrimination and to ensure equal employment opportunity for all applicants and employees. The County will comply with all applicable federal and state laws and regulations.

4.2 Recruitment of Applicants. The elected official or department director shall notify the County Manager and the Human Resources Manager of the position to be filled. The Human Resources Manager shall issue job announcements through such media deemed appropriate to ensure open and competitive recruitment of individuals with sufficient time to ensure reasonable opportunity for persons to apply. The Human Resources Manager shall submit announcements and receive all applications through the Administrative Office. All publications for job announcements shall include reference to Cibola County as *“An Equal Opportunity Employer”*.

4.3 Temporarily Filling Vacant Positions. Vacant positions may be filled without public announcement by temporary employees on a temporary basis to replace regular employees on leave and pending the selection of a regular employee for a position or otherwise for a period not to exceed six months.

4.4 Best Qualified & Best-Suited Applicant Determination. The best qualified and best-suited applicant is determined by the elected official or department director, in conjunction with the Human Resources Director, based on minimum qualifications of education, experience, abilities, skills and past work experience as specified in written position specifications for each position. Personal interviews shall be conducted with at least three (3) applicants, or if less than three applications are received, all applicants shall be interviewed.

4.5 Promotion and Transfer Policy. If a regular full-time or part-time employee is substantially equally best qualified and suited in accordance with Section 4.4 with another applicant or applicants, the employee should be given preference in hiring.

4.6 Selection. The elected official, department director or designated representative shall review all applications for positions in their departments, in conjunction with the Human Resources Director, and make their recommendation to the County Manager. Final appointment shall be made by the elected official/department director, in conjunction with the Human Resources Director, with approval of the County Manager based on the best qualified and the best-suited applicant for the position and the status of the County budget.

4.7 Pre-Selection Prohibited. Posted and advertised positions shall not be promised to any person prior to recruitment and selection to ensure the integrity and fairness of the selection process.

4.8 Ineligibility for Hire and Rehire. Applicants shall be considered ineligible for hire or rehire by the county if the applicant has:

- A. knowingly made any false statement or omission on the employment application;
- B. not met the requirements of the position;
- C. failed to complete pre-employment drug and alcohol screening or physical examinations or other requirements as directed by the County, except that an applicant not meeting drug and alcohol screening testing may reapply after a one-year period. An applicant who has failed a physical exam due to a pre-existing correctable medical condition may reapply at any time after the condition is corrected;
- D. not met the criteria for insurance or bonding as required by County or state law;
- E. been dismissed from County service as a disciplinary measure in five (5) years prior to the date of application;
- F. not been certified by a physician that the applicant can perform the physical requirements or the essential requirements of the position;
- G. been convicted for driving while under the influence of alcohol or drugs in the five (5) years prior to the date of the application, if a valid New Mexico driver's license and class is required for the position; or
- H. been convicted of a felony as described in NMSA 1978, §28-2-1, et seq. or convicted of a felony or infamous crime as defined in NMSA 1978, §10-1-3 and by its nature conflicts with the duties and responsibilities of the position;
- I. not meeting the requirements of state or federal funding agreements; and
- J. the above list is not necessarily exhaustive and may not include all of the reasons that would make an applicant ineligible for hire or rehire.
- K. resigned with pending employment charges pursuant to section 7 and 8 in five (5) years prior to the date of application.

4.9 Testing. The County may require an applicant to submit to testing for certain bona fide occupational qualifications to determine employment eligibility. This may include, without limitation pre-employment physical and drug and alcohol screening examinations for all but elected officials.

4.10 Commencement of Work. No applicant for employment shall commence work or be considered employed by the County until an approval of the selection is made in writing by the County Manager, Finance Director and Human Resources Director on a Personnel Action Form (PAF) and all pre-employment testing and relevant backgrounds checks have been completed. Payroll shall not enter the applicant into the County's system prior to receipt of a completed and signed PAF.

SECTION V: CHANGES IN EMPLOYMENT STATUS

5.1 Promotion. The County encourages the professional growth of its employees and rewards the initiative, creativity, effort, commitment, and diligence of its employees through the promotional process. The County shall make every effort to promote personnel from within

the County. County employees are encouraged to take advantage of promotional opportunities and apply for higher paying positions for which they qualify.

5.2 Evaluation Period. Regular employees that are promoted or voluntarily transferred between Departments to a vacant position will be placed in an evaluation period. This is a period of evaluation and training of the employee in the new position. An evaluation period is for ninety (90) days. If performance while on the evaluation period is deemed unsatisfactory, in writing, by the department director or elected official, the employee may be returned to his/her previous position in that position, if available, placed in another vacant position for which the employee is qualified, if available, or dismissed at the discretion of the County Manager if no such positions are available. Employees being transferred back to previous positions receive the same pay received before their promotion.

5.3 Demotion. An employee may be, but is not required to be, demoted to a position for which the employee is qualified when the employee would otherwise be dismissed because the employee's position is being abolished due to lack of funds or lack of work and there are no appropriate vacancies at the same level; when the employee's job is being reclassified; when the employee does not demonstrate the necessary ability to render satisfactory performance in the position presently held; or when the employee voluntarily requests such a demotion, provided there is a position available.

5.4 Transfers

- A. **General Transfer.** Employees may be moved from one position to another of the same grade and pay range either voluntarily or involuntarily. An employee may be transferred if it is in the best interest of the County. Voluntary transfers are not grievable. Shifting department or office needs may require that an employee be temporarily or permanently transferred from one geographic location to another within a department or office. An employee may be transferred from one position to another position at the same salary range within a department or office. If such a transfer involves a probationary employee, time served in the former position shall be credited toward achievement of regular full-time status and salary increases, accumulated annual leave and sick leave shall be retained. The County Manager must approve all transfers.
- B. **Voluntary Transfers between Departments.** An employee who voluntarily transfers from one department to a vacant position in another department may be required to accept the new position at its entry level salary depending on his/her experience and qualifications required for the new position. The transferred employee will be subject to an evaluation period of ninety (90) days, as specified in Section 5.2.
- C. **Medical Transfer.** An employee who has been certified by a licensed physician as being physically unable to perform the duties of the employee's current position may be transferred as reasonable accommodation to an available position in which the physician certifies the employee is able to work, and for which the employee is qualified to perform. If no such position is available, the employee is subject to the leave without pay provisions of these Rules.

5.5 Resignation. An employee voluntarily resigning shall submit in writing to the department director or elected official and the Human Resources Manager, a two-week minimum notice of resignation. An employee's final paycheck may be withheld pending submission of a written notice of resignation and return of all issued equipment. Unless unique circumstances exist, failure to provide timely written notice may be grounds for refusal of future employment with

the County. Unauthorized absence from work for a period of three (3) consecutive regularly scheduled working days shall be considered a voluntary resignation.

5.6 Layoff Procedure. Upon directive of the Board, the County Manager shall make the determination for layoffs after consulting with elected officials and department directors. When layoffs of more than one employee are required, layoffs shall be determined using the following criteria:

- A. Position in order of priority:
 - 1. Casual employees,
 - 2. Temporary employees,
 - 3. Probationary employees,
 - 4. Part-time employees;
- B. Performance of the employee compared to other employees being laid off in the same or similar positions;
- C. Value of the employee's position to the critical operation of the County or department, such as safety-sensitive or security-sensitive positions;
- D. Length of continuous service with the County; and
- E. Funding source.

5.7 Layoff Return Privileges. Any full-time or part-time regular employee who is laid off and returns within twelve (12) months of layoff shall not have to serve a probationary period if the employee return to his/her previous position and the probationary period has been served. A laid off-returning employee will be credited for all unused sick leave remaining and not compensated for at the time of layoff if the employee returns within the twelve (12) month period. Layoff privileges end:

- A. Twelve (12) months after the effective layoff date;
- B. After an employee has refused employment in a position for which the employee is qualified and/or for which the pay rate is the same or higher than the position previously held; or
- C. When a laid off employee accepts another position with the County. A laid off employee accepting another position with the County shall serve the required evaluation period.

5.8 Medical Disability Dismissal. Employees shall be involuntarily terminated upon completion of the twelve week family/medical leave if the employee is physically unable to perform the essential duties of the employee's position with reasonable accommodation(s) that do not impose undue hardship upon the County, as certified by a qualified, licensed physician. The provisions of this subsection are subject to the provisions regarding Workers' Compensation laws and "On the Job Injury Leave" found in Sections 10.16 and 10.17 of these Rules.

5.9 Reinstatement. Individuals that are reinstated as regular employees to the same or like position are not entitled to any previous benefits such as sick leave which may have been accrued during previous employment with the County except as provided in Section 5.7. Officials who were County employees prior to being elected to an office, with no discontinuance of service to the County, shall retain all accrued benefits prior to being elected and their years of service as elected officials shall be included for all other applicable benefits afforded under these Rules.

SECTION VI: CONDITIONS OF EMPLOYMENT

6.1 Probationary Period for New Hires. An employee hired to fill a position shall serve a probationary period of twelve (12) months, beginning on the first day of work, during which time the employee is terminable-at-will.

- A. Law enforcement officers in the Sheriff's Department and detention officers shall serve a one (1) year probationary period, beginning on the first day of work, during which time the employees are terminable-at-will. If a law enforcement officer is not certified prior to hiring, the law enforcement officer must obtain law enforcement certification within one year of employment. Uncertified law enforcement officers shall be terminated on the six-month anniversary of hire if they are not accepted or enrolled in a basic police officer training program certified by the Law Enforcement Academy Board.
- B. The probationary period is an integral part of the evaluation process and is utilized for observing the employee's performance and obtaining the most effective adjustment of a new employee to the position. Employees will be evaluated one-month prior to the completion of their probationary period. The employee must achieve a satisfactory performance or better by the end of the probationary period before the employee can become a regular employee entitled to all of the rights and benefits of that status.
- C. If the employee satisfactorily completes the probationary period, the employee will become a regular employee. If the employee does not satisfactorily complete the probationary period, the employee may be dismissed, or upon the recommendation of the department head or elected official and with final approval of the County Manager, the probationary period may be extended for a period of ninety (90) days.
- D. In the event a probationary employee is on extended leave for any reason, the probationary period will be extended in an amount equal to that leave period.
- E. Probationary employee provisions. A probationary employee:
 - 1. can be dismissed, without cause, at any point during the probationary period;
 - 2. is not eligible for personal holiday leave;
 - 3. cannot grieve disciplinary actions;
 - 4. is allowed to use sick and annual leave as soon as it is accrued with approval of supervisor;
 - 5. shall accrue annual leave and sick leave, consistent with provisions of these Rules upon being hired. Employees terminated during their probationary period are only entitled to payment of annual leave.
 - 6. is eligible for health insurance and other optional benefits, as provided in Section 9.6.

6.2 Temporary Employee Hired to a Regular Position. An employee who fills a temporary position and is subsequently hired to fill a regular position shall serve the required probationary period. The beginning date of the probationary period is the date the employee changes from temporary to regular status.

6.3 Former County Employees Hired to a Position. A former County employee re-hired in the same or like position, or re-hired at any time to fill a new position, shall serve the required probationary period.

6.4 Permitted Political Activities. All employees:

- A. may engage in political activity on their own time;
- B. are encouraged to register to vote, and to exercise the right to vote;
- C. have a right to express their opinion on all political subjects and candidates;
- D. may serve as convention delegates;
- E. may sign nominating petitions and make voluntary contributions to political organizations and candidates; and
- F. may serve as an election or poll official.

6.5 Prohibited Political Activities. All employees, department directors and elected officials are prohibited from:

- A. Using official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office, or for any other political purpose.
- B. Directly or indirectly coercing, attempting to coerce, commanding or advising a state or local official or employee to pay, lend, or contribute anything of value to a party, committee or organization, agency, or person for a political purpose.
- C. Threatening to deny promotions to or retaliating in any way any employee who does not vote for or support certain candidates, requiring employees to contribute to a political fund or candidate, influencing subordinate employees to buy tickets to political fund-raisers and similar events, advising employees to take part in political activity and matters of a similar nature.
- D. Engaging in political activity while on duty.
- E. Using any County-owned equipment, supplies, vehicles, space or property for political purposes.

6.6 Public/Political Office

- A. Employees covered by the provisions of the Hatch Act [5 U.S.C. Sections 1501 to 1508] may not be candidates for partisan political office elections.
- B. Being a local school board member or a member of any post-secondary educational institution's governing body shall not be construed as holding political office.
- C. Employees may not hold a County political office and be a regular full-time, or at-will full-time, employee with the County.
- D. Employees not covered by the provisions of the Hatch Act [5 U.S.C. Sections 1501 to 1508] may be candidates for any partisan political office, must, upon filing a declaration of candidacy or accepting the nomination, take a leave of absence from their position in County service. The leave of absence shall be for fourteen (14) calendar days immediately prior to the election and the leave may be charged to accrued annual leave, if available. This provision shall not apply to candidates running unopposed.

6.7 Nepotism. In order to avoid the practice or appearance of nepotism in employment, near-relatives shall not work in the same department when there is a supervisory relationship between them.

- A. Near-relatives, as used in this ordinance, includes father/mother and spouse, son/daughter and spouse, grandparents, grandchildren and spouse, uncle/aunt and spouse, first cousin and spouse, nephew/niece and spouse, brother/sister and spouse. This also includes unrelated persons sharing a spousal/domestic partner relationship as well as adopted, step relatives in the relationships listed above.

- B. When there is a change in assignment or relationships among County employees, which lead to the supervision of or by other near-relatives, the employee must inform the elected official or department director in writing within five (5) working days. The elected official and department director, subject to the approval of the County Manager, will remove the employee from the supervision of a near relative within five (5) working days (excepted in Section 6.7 D). Such action may include involuntary transfer of the employee to another position, demotion of the supervisor or termination of the employee.
- C. Any problem arising from such a situation should be referred to the County Manager by the elected official or department director for review.
- D. Removal of a supervisory relationship is excepted in the event a first cousin (or spouse of a first cousin) of a current county employee with over one-year employment with the department, is duly elected to a County Office over that employee's department.

6.8 Conflict Ban. No employee shall engage in any business or transaction or accept private employment or other public employment which is incompatible with the proper discharge of the employee's responsibilities, or which gives the appearance of impropriety, or is prohibited by federal, state or county law or county policy.

6.9 Outside Employment. Employees may not, directly or indirectly, engage in any outside employment or financial interest which may conflict, in the County's opinion, with the best interests of the County or interfere with the employee's ability to perform his/her assigned County job. Examples include, but are not limited to, outside employment which:

- A. Prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job;
- B. Is conducted during the employee's work hours;
- C. Utilizes County telephones, computers, supplies, or any other resources, facilities or equipment;
- D. Constitutes employment, contractual commitment or self-employment which conflicts with Section 15.14, below; or
- E. May reasonably be perceived as a conflict of interest, gives the appearance of impropriety or otherwise discredits public service.

An employee who chooses to have an additional job, contractual commitment or self-employment, may do so provided he/she provides prior notification, on the prescribed form, to his/her elected official/department director and the County Manager, and obtains prior approval from his/her elected official/department director and the County Manager. Any outside employment that could potentially interfere with emergency call-out situations must be reported to the employee's department elected official/director. If, after accepting outside employment, situations arise which could interfere with the employee's job, the employee needs to immediately report these situations to his/her elected official or department director.

6.10 Workplace & Sexual Harassment. The County will not tolerate harassment or sexual harassment.

- A. Cibola County is committed to taking reasonable steps to provide a professional working environment free from all forms of harassment, whether based on sex, sexual orientation,

gender identity, race, color, religion, national origin, age, disability or any other protected classification. Although this policy focuses on sexual harassment, it applies equally to all forms of harassment based on a protected classification and the procedures described in this policy shall be followed for all such harassment. This policy also applies when a County employee is subject to harassment in the workplace by someone outside the County.

- B. All County employees and members of the public have a right to be free from harassment from employees on official duty for the County. County employees are forbidden from engaging in harassing conduct in the workplace. Employees are also forbidden from engaging in conduct outside of work that creates a hostile work environment at work. Any act of harassment based upon a protected classification is a violation of county policy.
- C. Harassment Definition: verbal or physical conduct by any employee that, bullies, torments, persecutes, disrupts or interferes with another employee's work performance or that creates an intimidating, offensive or hostile environment.
- D. Sexual Harassment Definition: According to the EEOC, sexual harassment is any unwelcome sexually oriented behavior, demand, comment or physical contact initiated by any individual at the work place when:
 - 1. Submission to such conduct is made either explicitly or implicitly, a term or condition of an individual's employment;
 - 2. Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions/opportunities affecting such individual, or
 - 3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance, or creating an intimidating, hostile or offensive working environment.
- E. Examples. Sexual harassment can occur in a variety of forms. Harassing conduct based on gender often is sexual in nature but sometimes is not. This policy forbids harassment based on gender regardless of whether the offensive conduct is sexual in nature. Sexual harassment is unacceptable in the workplace itself and in other work-related settings such as business trips and business-related social events. The following are some common examples of behaviors or situations that constitute sexual harassment:
 - 1. Oral or written sexual statements, comments, jokes, questions or innuendoes;
 - 2. Display of sexually oriented visual items such as calendars, cartoons, photos or posters;
 - 3. Assault, molestation or unwelcome physical contact such as kissing, touching, patting, pinching, brushing against or hugging;
 - 4. Requests, demands or subtle pressure for sexual activity;
 - 5. Threats or retaliation against an employee who refuses unwelcome sexual attention or sexual behavior;
 - 6. Overt promises or practices that imply preferential treatment for any employee in exchange for dates, sexual attention or sexual behavior;
 - 7. Sexual insults and suggestions including, but not limited to, lewd remarks, obscene gestures and sexually suggestive materials;
 - 8. Any conduct that ridicules, or is malicious or abusive to, an individual because of the individual's gender;
 - 9. Pressuring an employee to go out on a date;

10. Consensual "romantic" or sexual relationships between a supervisor/manager and an employee; or
 11. Asking employee questions of a sexual nature.
- F. Responsibility to Report Harassment. Any employee, who believes they are a victim of harassment because of their protected classification, should first confront the person or persons responsible for the offensive behavior and indicate that it is unwelcome and should be stopped. The employee also has an obligation to promptly report the matter to the Human Resources Director or the County Manager. These are the individuals who are authorized by this policy to receive and act upon complaints of harassment or discrimination on behalf of the County. All employees who observe, or become aware of harassment, also have an obligation to bring the matter to the attention of the Human Resources Director or County Manager, even if they are not the victim of harassment.
- G. Investigation of Complaints. It is the County's intent to provide a fair process for investigating and resolving complaints of harassment. The County will investigate all reports of alleged harassment. Information associated with the investigation will be kept confidential, to the extent possible, and consistent with the County's obligation to investigate promptly and thoroughly. All employees are required to cooperate with any investigation by the County in response to an allegation of harassment. Refusal to cooperate in an investigation may result in disciplinary action, up to and including termination.
- H. Appeal. Any affected employee dissatisfied with the conclusion or results of an investigation, or with any corrective measures taken, may appeal the decision to the County Manager. Any such appeal should be in writing and must include the nature of the employee's dissatisfaction with the conclusions or results of the investigation. Any qualifying disciplinary appeal must follow the grievance process.
- I. Protection against Retaliation. The County will not retaliate against an individual who reports sexual harassment in good faith and such retaliation in and of itself is grounds for disciplinary action, up to and including termination without prior progressive discipline. Retaliation is a serious violation of this policy and should be reported immediately.
- J. Discipline. Anyone violating this section will be subject to corrective or disciplinary action up to, and including dismissal.
- K. Unlawful harassment, including sexual harassment, of employees, or members of the public, may be cause for dismissal. If the County determines that harassment has occurred or that counseling, training, disciplinary measures or termination are appropriate, it will take appropriate measures to correct the problem following County disciplinary procedures. Serious cases of harassment constitute cause for termination without prior progressive discipline. Employees who knowingly make false allegations of sexual harassment may be subject to disciplinary action.
- L. Mandatory Training. Periodic mandatory training for all employees, including supervisors, managers and elected officials, will be provided by the County to increase knowledge of the workplace harassment policy, state and federal laws and the process for enforcing the policy.
- M. Vendors and Customers. Employees should report sexual harassment from vendors, customers, other county employees and the general public utilizing this Policy.

6.11 Performance Evaluations.

- A. Employees other than probationary employees shall be evaluated at least annually, and may be evaluated upon the following conditions:
 - 1. A change of status.
 - 2. In the event an employee is transferred under the command of another supervisor, the previous supervisor shall evaluate the employee.
 - 3. Along with a recommendation of any type of salary increase, including step increases if available.
 - 4. Demotion, suspension or corrective action.
 - 5. Any other time that a department director or immediate supervisor wishes to make the performance of an employee a matter of record.

- B. **Contents of Evaluation.** A performance evaluation shall contain an overall appraisal of the employee's performance. Forms may be provided or approved by the Human Resources Manager. All evaluations will be signed by the employee, supervisor submitting the evaluation and the Human Resources Manager.

- C. **Employee Rebuttal.** The employee may submit a written rebuttal statement to the performance evaluation that will be attached to and become a part of the performance evaluation. The rebuttal shall be submitted within ten (10) days of the evaluation.

- D. **Unsatisfactory Evaluation.** In the event a regular employee receives an overall evaluation of unsatisfactory performance, the employee shall be warned that the failure to meet reasonable performance standards of the position within a set time period, not to exceed ninety (90) days, shall result in dismissal. This process does not apply to probationary evaluation.

6.12 Fitness for Duty.

The County endeavors to provide a safe and productive work environment for the benefit of its employees and the public they serve. Employees are expected to manage their health in such a way that they can safely and effectively perform their essential job functions and to discuss with their supervisor any circumstance that may impact their ability to do so. The County may require professional evaluation of an employee's physical or mental capabilities to determine his or her ability to perform essential job functions. Such evaluations are conducted by an independent third-party, licensed health care professional and are undertaken only after careful review by Human Resources. To the extent possible, the County will protect the confidentiality of the evaluation and results.

This evaluation process is for only those situations where reliable observation indicates that the employee may not be physically or mentally able to perform the essential functions of his or her position due to a physical or mental condition. It is not intended to be a substitute for sick or medical leave request, workers' compensation claims, allegations of violence in the workplace, situations where there is an immediate threat of harm or for performance management disciplinary process.

- A. Procedures. If, by observation of an employee's behavior or by receipt of reliable information, the County has reason to believe that an employee may lack the ability to perform the essential functions of his or her position due to a physical or mental condition, the following steps will be taken:

1. The department head or elected official will provide Human Resources with detailed information regarding the reason for and circumstances leading up to the fitness-for-duty referral, including information on essential job functions, evidence of the employee's inability to perform those functions effectively, and any attempts at resolving the matter.
 2. The Human Resources Director will review the information provided in the referral, along with a current job description of the essential functions of the employee's position. If it is determined that a fitness-for-duty evaluation is necessary, the Human Resources Director or designee will notify the employee in writing.
 3. Human Resources will determine the independent, third-party, licensed health care professional who will perform the evaluation, send a written request for an evaluation to him or her, and will schedule the evaluation at the earliest opportunity.
 4. Failure on the employee's part to comply with a scheduled fitness-for-duty evaluation constitutes insubordination and will be cause for disciplinary action, including termination.
 5. All costs of the health care services performed by the health care professional as part of the evaluation will be paid by the County.
 6. If the County Manager deems it necessary, the employee may be placed on temporary, paid administrative leave until the evaluation is completed.
 7. The employee will be requested to sign a voluntary written authorization allowing the health care professional to provide certain information obtained through the evaluation to the County. If no authorization is executed, the County may nevertheless obtain a description of the functional limitations of the employee that may limit the employee's ability to perform the essential function of his or her job, but no statement of medical cause may be disclosed.
 8. Insofar as feasible, the results of the evaluation will be treated as confidential, kept in a separate file within Human Resources, and the minimum necessary information will be shared only with those who need to know the results for legitimate county business purposes.
 9. If it is determined that the employee is not able to perform the essential functions of his or her position, Human Resources will attempt to determine if there is a reasonable accommodation that will allow the employee to continue working. If an appropriate accommodation cannot be made other options will be identified and communicated to the employee as available.
 10. If it appears that any functional limitations on the employee's ability to perform the essential functions of his or her position are the result of a work-related injury, the matter will be referred to Workers Compensation for the processing of a worker's compensation claim.
 11. All actions taken in carrying out this policy will comply with state and federal laws, as well as County policies and procedures and applicable contractual provisions.
- B. Evaluation and Results. The fitness-for-duty evaluation will not be conducted for the purpose of diagnosis or treatment, but rather for the purposes of determine and employee's ability to perform the essential functions of the job. Human Resources will provide the evaluator with a description of the essential function of the employee's position prior to the evaluation. The evaluator will be asked by Human Resources to release only that information as permitted under this policy or otherwise permitted or required by law. The evaluator will be asked to complete a written report containing only the following information.

1. A conclusion regarding the determination of fitness for duty;
 2. A description of the nature and extent of any functional limitation on the employee's ability to perform his or her job;
 3. A description of the expected duration of each such functional limitation; and
 4. An opinion as to whether or not the functional limitation may be the result of a work-related injury as related by the employee; further medical examination or investigation may be necessary to determine if the functional limitation arises out of, or has been caused by, the employee's occupation.
- C. Insofar as feasible, the results of the evaluation will be treated as confidential, and will be shared only with those who need to know the results for legitimate county business purposes. However, where the employee has placed at issue his or her medical history, mental or physical condition, or treatment, the relevant information may be used and disclosed by the County in connection with such proceedings.
- D. The County Manager will make a decision regarding the employee's status, including but not limited to the employee's return to duty or removal of the employee from any duties pending treatment and re-evaluation, depending on the results of the evaluation and the recommendation of the evaluator. In certain circumstances the employee may be subject to medical disability termination pursuant to Section 5.8 of this Ordinance.

SECTION VII: BASIS FOR EMPLOYEE DISCIPLINE

7.1 Discipline. Disciplinary actions for employees are based on just cause, in order to promote the efficiency of the services rendered by the County and the operation of its respective departments and offices. Disciplinary actions will be consistent with governing laws and regulations and will be taken without regard to race, age, religion, color, national origin, ancestry, sex, sexual orientation, physical or mental handicap or medical condition. No employee will be disciplined for refusing to perform an unlawful act.

7.2 Definition of Just Cause. Just cause is defined as any conduct, action or inaction arising from or directly connected with the employee's work, which is inconsistent with the employee's obligation to the County and reflects the employee's disregard of the County's interest. Just cause includes, but is not limited to, inefficiency, incompetence, misconduct, negligence, insubordination, performance which continues to be inadequate after reasonable efforts have been made to correct the performance problems, or conviction of a felony or misdemeanor involving moral turpitude and the misdemeanor conviction directly relates to the employee's particular job, trade, or profession.

7.3 Disciplinary Action. The County Manager, elected officials, department directors and supervisors have the authority to discipline an employee under their supervision. However, only the County Manager has the final authority to demote, suspend or terminate an employee for disciplinary reasons. Copies of any written disciplinary action must be furnished to the County Manager's office for placement in the employee's file, with evidence of the employee's receipt of the action.

7.4 Consultation with County Attorney. Dismissal, demotion, and suspension require consultation with the County Attorney before taking disciplinary action. Whenever such consultation is not practical because of urgency, necessary action may be taken and the situations/ circumstances reviewed with the County Attorney as soon as practical.

7.5 Progressive Discipline. An employee shall be progressively disciplined whenever warranted. All actions involving substandard work performance, leading up to and including dismissal, require documented progressive discipline. The step of corrective action used depends on the severity of the infraction and the employee's previous work record. Because of the serious nature of some infractions, the first disciplinary action may be suspension or dismissal.

7.6 Verbal Reprimand. A verbal reprimand is used for minor infractions to inform the employee that his/her actions, behavior or conduct needs to change. Supervisors will keep written notations of verbal reprimands, and will place the written notation of the verbal reprimand in the employee's personnel file. Causes for verbal reprimands include, but are not limited to:

- A. substandard or unsatisfactory work performance;
- B. repeated absence or tardiness;
- C. misconduct on the job;
- D. failure to meet and/or maintain job requirements as set forth in the job description;
- E. violation any personnel Rules, other County rules, policies, regulations or supplemental rules;
- F. violation of a professional code of ethics accepted by those in the same profession as an employee and as stated in this policy;
- G. non-cooperation by an employee with fellow employees or other personal conduct which substantially interferes with the performance of his/her or another employee's work;
- H. failure to adhere to an established work schedule;
- I. excessive personal cell phone usage; and
- J. failure to obtain authorization for overtime.

7.7 Written Reprimand. An employee shall receive a written reprimand because the deficiency or infraction is of a greater degree than that for which a verbal reprimand may be used, or if a verbal reprimand was not effective. Causes for written reprimands include, but are not limited to:

- A. the causes listed for verbal reprimands;
- B. excessive absence or tardiness;
- C. sleeping on the job;
- D. negligence in the performance of duty including negligence in the operation of County vehicles or equipment;
- E. negligence or failure to adhere to established safety rules or regulations as well as willful unsafe conduct;
- F. insubordination and failure to comply with the lawful orders of a supervisor including the refusal to accept after hours assignments;
- G. refusal to perform tasks or duties assigned or detailed in an employee's job description;
- H. unauthorized absence from work;
- I. failure to report duty injuries, accidents or vehicle collisions;
- J. failure to follow the chain of command within a department;

- K. unauthorized use or abuse of County property (e.g. phones, cell phones, computers, vehicles, equipment, etc.).
- L. being untruthful when asked about any work related activities by a supervisor;
- M. abuse of sick leave, including use of sick leave on a day for which vacation or other leave has been denied;
- N. failure to follow a departmental SOP;
- O. engaging in idle gossip; and
- P. violation of the Code of Ethics (Section 3.10).

Written reprimands for an employee's work performance or conduct shall be placed in the employee's personnel file after providing the employee with a copy of the statement. The employee will be asked to acknowledge having read the comments by signing the statement. If the employee refuses to sign, said refusal to sign shall be noted on the document by the employee's elected official or department director, and a witness shall attest in writing that the statement was presented for signature to the employee, who refused to sign. The elected official or department director's signature, witness' signature, or employee's signature indicates that the employee received the statement, but does not necessarily indicate concurrence with its content. In addition, the elected official or department director may read the letter of reprimand to the employee. The employee may respond with a written rebuttal within ten (10) days after the document was entered into the personnel file, which shall also be placed in the employee's personnel file. The placement of a written reprimand in an employee's file is not grievable.

7.8 Suspension. An employee may be suspended without pay for a single serious offense or for continued inadequate job performance or misconduct after previous attempt(s) to correct the conduct have failed. Such suspension will not exceed two-hundred forty (240) hours. Suspension of an employee is subject to the formal grievance procedures. Causes for suspension include but are not limited to:

- A. the causes listed for verbal and written reprimands;
- B. continuous documented instances of poor performance;
- C. negligent damage to property and/or person(s);
- D. physical or mental unfitness for duty;
- E. consumption or possession of alcohol or controlled substances on-duty or on County property or in County vehicles;
- F. fighting while on-duty or on County property;
- G. harassment;
- H. sexual harassment;
- I. failure to report confiscation or loss of driver's license when required as condition of employment;
- J. operation of a County vehicle or a private vehicle while on County business without a valid driver's license; and
- K. engaging in malicious gossip;
- L. being under the influence of alcohol or controlled substance including illegal drugs as well as abuse of prescription drugs. See Section 11; and,
- M. Knowingly making any false statement or omission to a supervisor regarding work-related activities.

7.9 Demotion. An employee may be demoted for continued inadequate job performance after previous attempt(s) to correct the conduct have failed, provided that there exists a lower job

position in the County and the employee is capable of performing such a job. The demotion of an eligible employee is subject to the formal grievance procedures. A demotion may require a decrease in salary, with approval of the County Manager.

7.10 Dismissal. Dismissal is the final consequence when progressive discipline has failed to change unacceptable behavior or performance, or when the employee has engaged in other behavior that is of a serious nature that is unacceptable for County employees. The dismissal of an employee is subject to the formal grievance procedures. Causes for dismissal include, but are not limited to:

- A. all causes listed for the previous disciplinary actions, if such causes continue after attempts or correction have failed;
- B. acceptance of a bribe, gratuity, gift, or kick-back;
- C. abuse of official position or authority for personal profit or advantage;
- D. theft, abuse or intentional destruction of County property, including electronic media or data;
- E. unauthorized disclosure of confidential information from County records or documents as set forth by applicable state law; falsification, destruction or unauthorized use of County records, reports, or other County data, including electronic media or data;
- F. being convicted of a felony or a misdemeanor involving moral turpitude and the criminal conviction directly relates to the particular job, trade, or profession;
- G. being convicted of a felony or a misdemeanor involving moral turpitude and the criminal conviction does not directly relate to the particular job, trade, or profession, if the County determines after investigation that the person so convicted has not been sufficiently rehabilitated to warrant the public trust.
- H. falsification of County employment application, health history forms or any other document used in the employment process;
- I. serious acts of negligence causing damage to County property, public or private property or injury to an employee or member of the public;
- J. intentional acts causing damage to County property, public or private property or injuring an employee or member of the public;
- K. conduct unbecoming an employee of the County;
- L. engaging in conduct prohibited under the County's Drug-Free Workplace Policy as provided in Section 11.4, below;
- M. insubordination or refusal to carry out reasonable directives;
- N. failure to meet standards of substance abuse rehabilitation programs;
- O. loss of license or certification necessary to legally perform the duties of the employee's position.
- P. determination of Hatch Act violation by Office of Special Counsel;
- Q. Behavior that demonstrates deliberate violations of policy, wrongful intent, evil design, or so as to reveal intentional and substantial disregard of the County's interests, or of employee's duties and obligations to the County of Cibola
- R. willful falsification of, or misrepresentation on, any work records; falsifying data or information requested by the County; forgery or inappropriate alteration of County records or other County documents (including written or audio or audio-visual media); and,
- S. action or inaction that subjects the County to civil liability.

7.11 Examples Not Inclusive. The above examples are typical of the types of infractions sometimes encountered but are not inclusive of all situations that may arise. The County reserves the right to exercise judgment and render disciplinary action or dismissal as deemed appropriate based on the circumstances of each case.

7.12 Pre-Determination (Loudermill) Hearing. Regular employees shall receive a pre-determination hearing prior to possible disciplinary action for cause or other action that may result in suspension without pay, demotion, and loss of pay, or involuntary transfer or dismissal. Prior to delivery of the written notice to the employee, the County Human Resources Director shall review the cause for such action and may require the proposed level of discipline be increased or decreased based on policy and past action. The hearing shall be held by the County Manager or his/her designee, for employees of each respective department.

7.13 Written Notice. The employee's supervisor, department director or elected official shall present the employee with written notification of their intent to conduct a pre-determination hearing at least five (5) working days in advance of the hearing date. The written notification shall explain the reasons for the hearing, the proposed discipline, the employee's right to attend the pre-determination hearing, a list of all evidence and/or witness to be introduced by the Department supporting the Department's position, the time, place and date of the pre-determination hearing and the employee's right to respond to the proposed action. The time, place and date of the pre-determination hearing can be revised upon the written agreement of the parties.

7.14 Immediate Suspension with Pay. In cases where County employees are under investigation for a terminable offence, the County Manager or in his/her absence, an appointed designee shall put the employee on administrative leave with pay until the pre-determination hearing is held and a decision is rendered. Any employee, who is placed on administrative leave pending disciplinary action, will be required to be away from their place of employment and will not be allowed to perform any job related duties or retain any County property during that time. Administrative leave pending disciplinary action shall not exceed thirty (30) calendar days, unless an extension of time is approved by the County Manager. Administrative leave with pay may also be granted by the elected official or department director, subject to the approval of the County Manager whenever circumstances warrant such leave.

7.15 Pre-Determination Hearing Procedure. The County Manager or his/her designee shall meet with the appropriate elected official or department director, and the employee if he or she chooses to participate, at the appointed time. The County Attorney may be present to assist the Hearing Officer/ County Manager but shall not advocate on behalf a County Department. Legal counsel for the employee and the department, if any, may also be present. At this hearing the employee will have an opportunity to respond to the reasons for the proposed action. Witnesses are permitted as determined relevant to the case by the County Manager or his/her designee. If an employee does not attend the pre-determination hearing and no good cause is shown for his/her absence, the hearing shall proceed as scheduled and a determination may be made.

7.16 Pre-Determination Hearing Decision. The County Manager or his/her designee will issue a decision in writing within ten (10) working days of the hearing. The decision will include the time, date and location of the meeting, persons present, and the determination. The written decision shall be either delivered to the employee (obtaining elected official or department

director and witness', or employee's, signature of receipt of the decision) or be sent to the employee by certified mail, return receipt requested.

7.17 Notice of Grievance. Within three (3) working days of receipt of the written decision, the employee must notify the Human Resources Manager or his/her designee in writing of his/her intent to pursue a grievance hearing before a Personnel Appeals Hearing Officer.

SECTION VIII: GRIEVANCE PROCEDURES

The formal grievance procedure is applicable for promotion, suspension, demotion, involuntary transfer or dismissal. A grievance shall not stay the implementation of the pre-determination hearing decision.

8.1 Conditions or Actions Not Grievable. The following matters are not grievable:

- A. disputes as to whether or not an established County practice or Rules are valid;
- B. matters in which a method of review is mandated by law;
- C. matters where the County is without authority to act or does not have the ability to provide a remedy;
- D. dismissal of temporary, casual or contract employees dismissed at any point during their employment with the County;
- E. preferences for employment, promotions, voluntary transfers, temporary assignments, and removal from temporary assignments, and layoffs;
- F. dismissal of a probationary employee prior to the expiration of the probationary period;
- G. letters of complaint when the employee's elected official or department director determines the letters are justified and appropriate to be placed in the employee's personnel file, so long as the procedure for written reprimands are followed including the employee's right to submit a rebuttal;
- H. written reprimands in the employee's file, although within ten (10) days the employee is allowed a rebuttal of the information contained in the reprimand which will be attached to the written reprimand;
- I. denial of permission for outside employment;
- J. performance evaluations;
- K. Suspension from employment for three days or less.
- L. Denial of educational rewards or tuition reimbursement funding.

8.2 Employees Not Eligible for Grievance Procedure. Unclassified, temporary, casual, probationary or contract employees are not eligible to request a grievance hearing. Additionally the following employees are not entitled to the grievance procedure: County Manager, the Assessor's Chief Deputy, the County Clerk's Chief Deputy, the County Treasurer's Chief Deputy, the Under-Sheriff, the Sheriff's Administrative Secretary and the County Fire Marshal.

8.3 Grievance Procedure. A regular employee may request, in writing, a hearing before a personnel Hearing Officer within three (3) working days of receiving the County Manager's decision resulting from the pre-disciplinary process or from other action as may be grievable under this Policy. The request will state with specificity the reason for the grievance and the remedy requested.

8.4 Appointment of Personnel Hearing Officer. Within fifteen (15) working days of the grievant's notification of intent to pursue a disciplinary hearing, the County Manager will provide the grievant with the name of the Hearing Officer.

8.5 Hearing Officer Qualifications. Hearing Officers shall be personnel professionals, be familiar with public or private personnel systems, or have pertinent experience in the fields of management, education or law. The Hearing Officer shall be disinterested in the subject matter of the hearing. The County Manager shall verify the qualifications of the hearing officer. The hearing officer is not required to reside in the County.

8.6 Grievance Hearing Schedule. The County Manager will schedule a hearing to be held within thirty (30) days of the notification that the employee wants to pursue a grievance hearing. In the event no qualified Hearing Officer is available within the thirty (30) day limit, the hearing will be held at the first opportunity. At this hearing, the grievant shall have an opportunity to present witnesses and physical evidence and cross-examine the County's witnesses before a neutral hearing officer. The grievant and the County may be represented by legal counsel.

8.7 Grievance Hearing Procedures - Rules of Procedure.

- A. The hearing will not be open to the public.
- B. The hearing officer shall:
 - 1. make rulings on procedural and substantial issues of the hearing;
 - 2. determine the admissibility of evidence and testimony, all of which must have a direct bearing on the issue before the hearing officer; and
 - 3. issue a written ruling, including findings of fact, which form the basis of the hearing officer's conclusions of law.
- C. The grievant, the grievant's legal representative, if any, and the County Attorney are required to be present at the hearing unless otherwise excused by the hearing officer or by agreement of the parties.
- D. At least five (5) working days prior to the hearing, the parties or their representatives shall prepare and provide copies of all exhibits and evidence for the hearing officer as well as the opposing party. Exhibits and evidence not supplied in the manner detailed above shall be excluded from consideration by the hearing officer.
- E. At least five (5) working days prior to the hearing, all parties must submit to the hearing officer a confidential statement identifying the issues to be heard, a witness list, and a complete list of documents to be admitted as evidence. Further, at least five (5) working days prior to the hearing, witness lists and exhibits shall be exchanged between the parties.
- F. Each party will be responsible for ensuring that their witnesses are present for the hearing.
- G. Witnesses in grievance hearings are not permitted in the hearing room until called upon to testify, unless the witness is a party (i.e., the grievant, the grievant's Elected Official or department director, the County Manager, Human Resources Manager, or County Attorney).
- H. An audio or audio-video record of all grievance hearings will be made.

8.8 Conduct of Hearing. The Grievant shall present an opening statement of issues involved in the case, followed by the County. Opening statements are limited to the pertinent issues of fact and law and shall not exceed ten minutes without the permission of the hearing officer.

8.9 Order of Presentation.

- A. The County will present first. Witnesses for the County may be called and questioned concerning their involvement in or knowledge of the case. Following each witness's testimony, the Grievant will have the opportunity to cross-examine the witness. The hearing officer will then have an opportunity to question the witness. The hearing officer shall restrict all questions to those necessary to clarify the testimony previously given. Follow up or redirect questioning will be allowed at the discretion of the hearing officer.
- B. Witnesses for the Grievant may be called and questioned concerning their involvement in or knowledge of the case. Following each witness's testimony, the County will have the opportunity to cross-examine the witness. The hearing officer will then have an opportunity to question the witness. The hearing officer shall restrict all questions to those necessary to clarify the testimony previously given. Follow up or redirect questioning will be allowed at the discretion of the hearing officer.
- C. Following the presentation of the County's and the Grievant's positions, rebuttals may be offered. Such testimony shall be brief and shall address only the issues brought forth in the County's or Grievant's presentation.
- D. The County's closing statement shall be presented followed by the Grievant's closing statement. These statements shall not exceed ten (10) minutes without the permission of the hearing officer and shall contain a request for the desired outcome.

8.10 Communication of Hearing Officer's Decision. The hearing officer's decision will be issued within thirty (30) working days of the hearing and will be signed by the hearing officer, and transmitted to the grievant, the County Manager and elected official/department director. The hearing officer may uphold, modify or reverse the decision of the County Manager, and may reinstate the employee and award back pay and benefits. No attorney's fees, costs or other damages may be awarded. The standard of proof in a grievance hearing is a preponderance of the evidence. The record of the proceedings will be retained by the County Manager's office for a period of not less than five (5) years from the hearing date along with all of the physical evidence admitted by the hearing officer. The verbal record may be transcribed only in the case of appeal to the District Court by one of the parties. The party requesting the transcription shall pay for the transcription.

8.11 Appeal of Hearing Officer's Decision. Either party may appeal the hearing officer's decision to the District Court by filing with the District Court and the Human Resources Manager a Notice of Appeal within thirty (30) calendar days of the Hearing Officer's decision. A party may cross-appeal within thirty (30) days of the date another party files a Notice of Appeal. Both parties shall be forever estopped from appealing the Hearing Officer's decision after thirty (30) calendar days from the Hearing Officer's decision if no Notice of Appeal is timely-filed.

- A. These Rules, if certified to be complete by the County Clerk, and in effect at the material times, may be included in the record on appeal at the request of any one of the respective parties at any time before forwarding the record to the District Court.
- B. The appeal shall be one of review of the record (transcript) along with all the exhibits as admitted. No trial de novo will be accorded.

SECTION IX: COMPENSATION & BENEFIT PROGRAM

9.1 Purpose. The purpose of the compensation plan is to establish equitable compensation for all positions in the County. Such a plan may establish a salary schedule containing a minimum and maximum wage or salary for each position. Pay ranges are intended to furnish administrative flexibility. However, all wages and salaries are approved by the Board during the budget process or otherwise. The Board has sole authority to budget and authorize wage and salary increases. The Board acknowledges all changes in compensation and may set pay schedules and Rules regarding any raises and promotional increases for the entire fiscal year for all County employees.

9.2 Hours of Work. Employees will work their scheduled hours pursuant to work schedules established by their department director or elected official. Full-time employees will work a minimum of forty (40) hours per week. Actual work periods may fluctuate at the discretion of the department director or elected official, with approval of the County Manager. Part-time employees are scheduled to work pursuant to scheduling set forth by their supervisors, the department director or elected official.

9.3 Overtime Pay. Only FLSA non-exempt employees shall be compensated for all time actually worked, whether or not the time is authorized. Failure to obtain authorization for overtime shall result in disciplinary action, up to and including dismissal. The rate shall be one and one-half (1½) times regular pay for each hour of overtime. Only actual time worked will be used to calculate overtime; holiday, annual, sick and other leave hours shall not be considered actual working hours. Holiday, annual, sick and other leave hours shall not be considered actual working hours.

- A. Regular employees: such payment shall be made only in cases when an FLSA non-exempt employee works over forty (40) “actual hours” in a normal work week.
- B. Law Enforcement and Detention Personnel: An FLSA non-exempt, law enforcement or detention employee shall be paid overtime according to FLSA regulations in excess of eighty-six (86) hours per pay period permitted by 29 U.S.C. Section 207(k).

9.4 Consistency with Fair Labor Standards Act. The provisions of Section 9.3 are subject to change or revision by the Fair Labor Standards Act and any federal regulation or revision thereof.

9.5 P.E.R.A. Benefits. All County employees, with the exception of those employees, who are subject to exclusion under P.E.R.A. rules, are required to join the Public Employees Retirement Association of New Mexico (P.E.R.A.).

9.6 Insurance Benefits. The County offers group insurance benefits to all employees as long as the employee is scheduled to work at least twenty (20) hours per week and whose term of employment when hired is for six or more months. Independent contractors are not eligible under the County benefit plan. Insurance plans may be changed at the discretion of the Board or the insurance carrier.

9.7 Fringe Benefits. The County will follow the Internal Revenue Service’s rules with regard to fringe benefits. Taxable fringe benefits will be included on the employee’s W-2 form. (Examples of fringe benefits are: uniforms, uniform allowances, vehicle usage, County cell phones, etc.) If

an employee has a question regarding what constitutes a fringe benefit and how that may affect him/her, the employee should contact the Human Resources Manager. Vehicles assigned as take-home vehicles must be properly identified with a logo as Cibola County vehicles.

9.8 Compensatory Time. The use of Compensatory Time is strongly discouraged and may only be awarded in accordance with the County's Compensatory Time policy.

- C. Compensatory time in lieu of cash compensation may only be given if there is no remaining overtime in the County Department's budget and shall be authorized only under emergency circumstances which call for immediate action or in special situations required by the nature of the operation or the status of the activity.
- D. Compensatory time in lieu of cash compensation may be given only if there is a current agreement entered into voluntarily between the employee, department head/elected official and the County Manager.
- E. The employee must have entered into this agreement before compensatory overtime work is performed. *(All requests must be made on the official county form attached to this policy and all lines must be completed)*
- F. Compensatory time off for FLSA non-exempt employees shall be at a rate equal to one and one-half (1.5) hours for each hour of employment for which overtime compensation is required. However, if the additional hours worked would not qualify as overtime (i.e. leave was taken during the work week), but the employee takes time off in lieu of payment such compensatory time would be accrued at the straight time rate.
- G. If compensatory time is authorized under this policy, it is the responsibility of that employee's department head to make every reasonable effort to schedule that employee time off during the same pay period so the employee does not work over a forty (40) hour work week so that compensatory time will accrue as straight time pursuant to section 5 above.
- H. The FLSA-covered employee who has accrued compensatory time off, and who has requested the use of compensatory time, shall be permitted to use the time within a reasonable period after making the request, if the use of compensatory time does not unduly disrupt the operations of the County as determined by the employee's supervisor.
- I. After accrual of 80 hours of compensatory time, any overtime worked must be paid. If compensation is paid to an employee for accrued compensatory time, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such a payment.
- J. A department head shall make every reasonable effort to schedule time off, for an employee to use accrued compensatory time, before June 30 of each year. Any accrued compensatory time off not used by an employee by June 30 shall be paid, to the employee two (2) weeks from the date the County's next fiscal year budget is approved by the New Mexico Department of Finance Administration, at the regular rate earned by the employee at the time the employee receives such a payment.

SECTION X: LEAVE AND HOLIDAYS

10.1 Holidays

- A. The County Commission shall approve holidays at their discretion during the first meeting in January of each year, for the calendar year. All employees, except temporary

and casual employees, are eligible for holiday pay. Holiday pay is equal to an employee's basic hourly rate of pay.

- B. **Holiday Pay.** A paid holiday means up to eight (8) hours paid compensation for time off in recognition of each designated County Holiday. Under no circumstances shall holiday pay exceed 8 hours. Part time employees are eligible to receive an amount of holiday pay in direct correlation to their standard or average hours of work compared to a 40-hour work week.
- C. Employees taking authorized leave with pay during a holiday shall not be charged for leave time during that holiday. Employees scheduled to work on a holiday who call in sick will not be paid holiday pay and the time will be charged against their sick leave accrual. An employee who is on leave without pay or absent without leave shall not be paid for the holiday.

10.2 Personal Holiday Leave. All regular employees who have completed the probationary period will have an eight (8) hour personal holiday each calendar year in addition to the regular holiday schedule. The personal holiday may be taken at any time, upon approval by the employee's supervisor. The entire eight (8) hours must be taken when requesting personal holiday leave. Personal holiday time may not be taken in hourly increments. Personal holiday leave shall not carry over beyond the current calendar year.

10.3 Annual Leave with Pay. Annual leave may not be used before it is accrued and must be approved with at least seven (7) days or more notice by the employee's supervisor prior to being taken. Employees accrue annual leave with pay in accordance with the following schedule, based upon continuous length of County service:

Table 10.1

Full Years of Service	Annual Hours Accrued and Per Pay Period
Less than 5	3.08
6-10	4.62
11-15	6.15
16-and up	7.75

10.4 Accrual Limitation. Total number of accrued annual leave hours shall not exceed a maximum of 280 hours up to 20 years of employment. Employees with 21 years or more of service shall not exceed a maximum of 320. Any annual leave above and beyond the maximum hours will be forfeited

10.5 Separation from Service or Change in Service Pay. Employees shall be paid for all accrued annual leave upon separation from county service. Upon change from FLSA non-exempt to FLSA exempt status, employees shall be paid a lump sum for the unused portion of their accrued annual leave at their non-exempt rate of pay.

10.7 Shared Leave Policy. Cibola County employees are permitted to donate or receive annual or personal leave for county employees with severe or extraordinary illnesses, or to provide care

for relatives or household members with severe or extraordinary illnesses. Employees may not donate leave if the donation would reduce the employee's leave balance below 80 hours. Requests to receive shared leave require County Manager approval. A certificate of illness or injury will be required from a physician in order to qualify to use donated hours. Under no circumstances, including termination, can these donated hours be converted into cash.

10.8 Annual Sick Leave with Pay. Employees shall accrue a maximum of 80.08 hours of sick leave with pay annually. Part-time employees accrue sick leave at the rate prorated rate. Casual and temporary employees do not accrue sick leave.

A. Sick leave shall be authorized by the employee's supervisor, when such leave is requested, when an employee is unable to perform normal job duties due to medical considerations such as, but not limited to, the following: illness, injury, prearranged medical or dental examination, quarantine, therapy, counseling, treatment, or when a member of the employee's immediate family is ill and requires the personal attention of the employee.

B. A maximum of six hundred (600) hours of sick leave shall be accrued and any sick leave above and beyond the six hundred (600) hours will be forfeited. Upon separation or retirement of an employee who has served five (5) or more years, the County shall pay the employee a sum equal to twenty-five percent (25%) of the value of his accumulated and unused sick leave, based on his/her average rate of pay for the preceding twelve (12) months.

10.9 Sick Leave Authorization. Sick leave may not be used before it is accrued and must be authorized or denied according to County policy. Unless otherwise prescribed by separate department policy, the following procedures shall apply:

- A. Reporting Sick Leave. For shift scheduled employees: sick leave shall be reported as soon as possible but no later than one (1) hour prior to the employee's work shift unless the nature of the illness or injury requires extended leave, certified by the employee's physician, and of which the employee's supervisor is notified. For all other employees: sick leave shall be reported as soon as possible, but no later than thirty (30) minutes following the start of their normal work day.
- B. Sick leave shall be requested on the prescribed form and the approval or disapproval must be in writing. If an employee uses any falsehood to support a request for leave, any leave authorized may be rescinded and the employee may be subject to disciplinary action. Leave may be granted contingent upon the employee presenting sufficient justification.

10.10 Use of Sick Leave During Probationary Period. Probationary employees accrue sick leave as set forth in 6.1 D and may use sick leave if accrued.

10.11 Certification of Illness for Sick Leave. A physician's written certification may be required prior to receipt of sick leave pay at the discretion of the County Manager or if the employee is absent for more than three (3) days. Employees will not be paid holiday pay if they take off the day before or after the holiday absent a written physician's certification.

10.13 Bereavement Leave. In the event of a death in the employee's immediate family, he or she will be entitled to bereavement leave. Up to three (3) days may be granted for an employee

to attend the funeral of a member of his/her immediate family. These days will be charged against an employee's accrued sick leave. An obituary, or other acceptable supporting documents, must be provided to receive bereavement leave.

10.14 Family Medical Leave

- A. The County provides family medical leave of absence without pay to eligible employees who wish to take time off from work duties to fulfill family obligations relating directly to the birth or adoption of a child or the illness of a child, spouse, domestic partner, parent or the employee themselves. Regular full-time and part-time employees are eligible to request family leave as described in these Rules.
- B. Eligible employees are allowed family/medical leave according to provisions of the Family Medical Leave Act (FMLA). As soon as an eligible employee becomes aware of the need for a family medical leave of absence, the employee shall request leave from their supervisor. Employees requesting family medical leave related to the illness of a child, spouse, domestic partner, parent or the employee themselves shall be required to provide a healthcare provider's certification of employee/family member's serious health condition. Eligible employees who do not request family medical leave in advance of a qualifying event will automatically be placed on family medical leave as soon as it is determined by the Human Resources Director that their leave qualifies for protections under FMLA.
- C. The County may require an employee to submit to a fitness for duty return to work exam when the need for FMLA leave is based on the employee's own serious health condition that may affect the essential functions of the employee's job. The County must notify the employee of this requirement at the beginning of the leave.
- D. Eligible employees are allowed up to twelve (12) weeks of family medical leave or up to twenty-six (26) weeks of leave, in a single 12-month period, to care for a covered service member recovering from a serious injury or illness incurred in the line of duty on active duty. Eligibility for leave will be determined on a twelve (12) month rolling-back calendar. The employee will be required to take any available annual or sick leave as part of the approved period of leave. If the family medical leave is unpaid, the employee is subject to all rules pertaining to leave without pay, section 10.20.
- E. Subject to the terms, conditions and limitations of the applicable plans, the County will continue to provide health insurance benefits for the full period of the approved family/medical leave, subject to all rules pertaining to leave without pay, Section 10.20.
- F. When family medical leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee qualifies. The County guarantees reinstatement to all eligible employees who are not key employees. If the employee fails to return to work or contact their supervisor on or before their expected date of return, the County will assume that the employee has abandoned their job. The following appointed positions as listed in the Personnel Policy ordinance are key employees within the County and may or may not be eligible to take family medical leave:
 - 1. County Manager
 - 2. Under-Sheriff
 - 3. Deputy Assessor
 - 4. Deputy Clerk
 - 5. Deputy Treasurer
 - 6. Sheriff's Administrative Secretary

- G. According to FMLA, key employees are not guaranteed reinstatement; however, the Board (for contract and unclassified employees), and a department director or elected official may authorize reinstatement, as appropriate subject to approval by the County Manager.

10.15 Workers' Compensation Program. [§§52-5-1 et. seq., NMSA 1978]

- A. The County provides a comprehensive worker's compensation insurance program at no cost to employees. This program covers any injury or anyone suffering from occupational diseases sustained in the course of employment as approved by the insurance carrier. Subject to applicable legal requirements, Workers' Compensation insurance provides benefits after a short waiting period, or if the employee is hospitalized immediately.
- B. Employees who sustain work-related injuries or occupational diseases must inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. A "First Report of Injury" shall be filed with the Human Resources Manager following the work-related injury. The report shall be signed by the employee and the employee's supervisor. In addition, the supervisor's "Accident Investigating Report" will be filed on the following work day. All accidents shall be reported, however minor.
- C. Neither the County nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, athletic activity, or similar events off-duty.
- D. Subject to the terms, conditions and limitations of the applicable plans, the County will continue to provide health insurance benefits while the employee is receiving worker's compensation benefits, subject to the provisions of Section 10.16 C. Eligible employees will automatically be placed on family/medical leave as soon as the Human Resources Manager determines that their leave qualifies for protection under the Act.

10.16 On-The-Job Injury Leave. An employee injured on the job may use accrued sick leave until exhausted and then the use of annual leave is permissible for each regularly scheduled working day after the injury occurs for all such days that are not paid by Workers' Compensation Insurance. If the employee is on worker's compensation time for more than four (4) weeks, and is entitled to compensation for the first seven (7) days and has used accrued leave for the first seven (7) days of injury, the workers' compensation payments received for all such days shall be paid directly to the County by the workers' compensation carrier. In the event an employee uses accrued leave, in lieu of workers' compensation, the leave used shall be re-credited to the employee upon the County's receipt of the reimbursement by the Workers' Compensation carrier after the expiration of the statutory waiting period.

10.17 Voting Leave. For purposes of national, state or local election, an employee who is registered to vote will be granted up to two (2) hours paid leave for voting, between the time of opening and the time of closing of polls. The employee's supervisor may specify the hours for the leave. This leave will not be granted to any employee whose work day begins more than two (2) hours subsequent to the time of the opening of the polls, or ends more than three (3) hours before the closing of the polls.

10.18 Court Service Leave with Pay. Pay for jury duty shall be authorized only for those days that the employee is scheduled to work. If excused by the court during a working day, the employee shall return to work. Employees serving as jurors shall file for jury pay and turn in any pay received to the County. Any jury duty worked beyond their regular work hours shall be refunded back to the employee.

A. Procedures for Jury Duty Time:

1. Juror Service Verification form from the Court must be attached to the Leave Request Form.
2. Reconciliation of time by Payroll will include matching Jury Hours Summary Sheet received by the Court to time sheet, leave form and Juror Service Verification form.

B. Court Appearance Time. When required by County duties and subpoenaed to appear before a Court, personnel Hearing Officer, public body or the Board for the purpose of testifying in regard to County matters, the employee will be compensated as regular work time.

10.19 Leave Without Pay. The department director or elected official, with the approval of the County Manager, may grant an employee leave without pay for a period not to exceed six (6) months, when the department director or elected official deems that such leave without pay is in the best interest of the County. Reasons for such leave may include, but are not limited to, medical disability, pregnancy, birth or adoption of a child, and the need to care for a family member. Leave without pay is subject to the following conditions:

- A. Re-employment upon Return. If an employee returns to work within three (3) months, the employee will be returned to the same position. If the employee is on leave without pay for more than three (3) months but less than six (6) months, the County will attempt to return an employee to the same or similar position for which the employee is qualified. The position of an employee on leave without pay for more than three (3) months shall not be guaranteed. If there is not a position for the employee at the end of six (6) months, the employee shall be dismissed.
- B. Physician's Certificate. Leave without pay requested due to medical reasons or pregnancy-related purposes must be accompanied by a physician's written statement indicating the estimated time disability or recommended time for post-natal leave. An employee returning to work from leave without pay due to medical or pregnancy-related reasons must be released by the employee's physician to return to work.
- C. Temporary Filling of Position. Temporary employees may be hired to fill vacancies created by an employee who is on leave without pay.
- D. Benefits at Employee's Expense. An employee on leave without pay does not accrue leave or County benefits. The employee wishing to continue receiving insurance benefits may do so at the employee's expense by submitting the employee's and the county's share of the premium to the Human Resources Manager on or before the regular pay day.
- E. Failure to Report Timely. Failure on the part of the employee to report to work immediately to the assigned shift following the last day of the request, upon the expiration of approved leave without pay, shall be subject to disciplinary action.

10.20 Life Threatening Illnesses in the Workplace. Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. The County supports these endeavors as long as

employees are able to meet acceptable performance standards. As in the case of other disabilities, the County will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

- A. Medical information on individual employees is treated confidentially. The County will take reasonable precautions to protect such information from inappropriate disclosure. Management, as well as other employees, has a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to corrective or disciplinary action up to and including dismissal of employment.
- B. The Health Insurance Probability and Accountability Act (HIPAA) and the Americans with Disabilities Act (ADA) require the County to maintain the privacy of protected health information. A copy of the County's HIPAA Notice of Privacy Practices can be obtained from the Human Resources Manager's office.

10.21 Inclement Weather. The County Manager may close offices, authorize late reporting or early release due to inclement weather, and all employees will be compensated for normal work hours as administrative leave with pay and shown on a Leave Report Form. Inclement weather leave with pay will not exceed eight (8) hours in one work day.

10.22 Leave For Unforeseen Circumstances. The County Manager may close individual offices, authorize late reporting or early release due to unforeseen conditions beyond the County's control that prevent the employees from performing their duties as administrative leave with pay and shown on a Leave Report Form.

10.23 Military Leave.

- A. The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the job and benefits, for up to five years (or more in some cases), of a service member who must leave his or her civilian job because of military orders to report for training or active duty, voluntary or involuntary, in peacetime or wartime.
- B. Military Leave for Reserve or National Guard Activities (§ 20-1-1 NMSA 1978). USERRA requires service members, or a responsible representative of the military unit, to provide advance written or verbal notice to their employers for all military duty unless giving notice is impossible, unreasonable, or precluded by military necessity. Paid Military leave is granted for authorized reserve or National Guard activities for a maximum of fifteen (15) working days with pay during a one (1) year period based on the federal government's fiscal year from October 1 to September 30. Military leave must be requested twenty (20) working days in advance, unless a national or state emergency exists and an immediate call-up is initiated in which case notice as soon as possible is required. The employee must furnish proof of duty orders or other documentation prior to leave being granted unless the leave is for emergency purposes.
- C. Extended Unpaid Military Leave. Employees voluntarily or involuntarily serving on active duty for more than fifteen (15) working days may use accrued annual leave. When military leave has been exhausted, employees have the option of being placed on leave without pay (LWOP) or using accrued leave. Employees may use all of their annual leave on consecutive days or use up to twenty-seven (27) hours per pay period in order to maintain their group insurance benefits. Employees who exhaust their annual leave shall

then be placed on LWOP for the remainder of time they are on active duty. Employees shall not receive pay or accrue leave while on LWOP. Employees wanting to maintain insurance benefits while on military duty will be required to pay the employee's share of their premium.

- D. Service members are entitled to return to their County job and receive pay raises, promotions, pension credit and other seniority benefits as if you had been continually employed, provided certain eligibility criteria are met. Protection under the USERRA applies if:
1. The job the employee left was for more than a brief, non-recurrent period, with no reasonable expectation that such employment would continue indefinitely or for a significant period.
 2. The employee left this job for the purpose of entering active duty.
 3. The employee is discharged under honorable conditions.

AND

4. The employee applied for reemployment within the applicable time limit.

E. If these criteria are met, the USERRA provides the following protections:

1. The employee is entitled to return to the prior position with the same seniority, benefits, pay, and, additionally, any promotion or raise which could have been reasonably expected if the employee had remained continuously on the civilian job.
2. The County is required to offer disabled veterans the "nearest approximation" of the job the service member could have reasonably expected with continuous employment.
3. Service members are protected from being discharged for the protected time period allotted by USERRA according to the time served on active duty, unless the County proves misconduct or violation of policies.
4. To be re-employed in the same position, the employee's return to work must occur within the following guidelines:
 - i. For a service period of 1-30 days, the employee must report to work immediately by the first regularly scheduled work day;
 - ii. For a service period of 31-180 days, the employee must make application for re-employment within 14 calendar days after he/she is relieved from training or duty;
 - iii. For a service period of 181 days or more, the employee must make application for re-employment ninety (90) calendar days after he/she is relieved from training or duty;
 - iv. An employee who is released from hospitalization of a service-related injury, continuing after discharge for a period of not more than one (1) year, must make application for re-employment ninety (90) calendar days after he/she is relieved from training or duty.

F. Employees may qualify for up to twelve (12) weeks of leave for certain qualifying exigencies arising out of a covered military member's active duty status, or notification

of an impending call or order to active duty status, in support of a contingency operation under the FMLA.

10.24 Light Duty Return-To-Work. Employees who are on leave due to an injury or illness may be eligible to return to work on light duty status after their physician certifies their fitness to do so. The department director or elected official and the Human Resources Manager will determine if there is a position or duties suitable for an employee to perform light duty work. The County retains full discretion as to whether or not an employee is eligible for light duty status.

- A. **Coordination with Attending Physician.** An employee on leave due to a work-related disability can return to work only when the County receives the attending physician's written medical release authorizing such return. The Human Resources Manager is responsible for providing the physician with a copy of the employee's job description, copies of job descriptions for potential restricted duty assignments, and written information explaining the County's return-to-work program.
- B. **Return-to-Work Options.** Arrangements to facilitate an employee's early return to work are made in consultation with the employee's attending physician and/or other qualified medical professionals retained by the County or its insurance carrier. The following options will be explored:
 - 1. **Return to prior position.** An employee is offered the opportunity to return to his or her prior position if the attending physician certifies that the employee can perform the essential functions of the job with or without reasonable accommodations. The Human Resources Manager or his/her designee is responsible for working with the employee's supervisor and attending physician (and third-party consultants, as necessary) to provide any reasonable accommodations.
 - 2. **Restricted duty.** Any employees who are not yet able to return to their former duties are offered, subject to the restrictions set out in Section 5.2 of these Rules, a temporary restricted duty assignment that has been approved by the employee's attending physician. The Human Resources Manager is responsible for working with the employee's supervisor, and the employee's attending physician to develop and implement the restricted duty assignment. The assignment can consist of the employee's regular job, with reduced working hours or reduced activities, or an alternative restricted duty position.
- C. **Limitations on Restricted-Duty Assignments.** The following limitations apply to restricted duty assignments:
 - 1. **No guarantee of work.** As provided in Section 5.9 of these Rules, the County will endeavor to return employees to gainful employment as soon as possible by exploring possible restricted duty assignments. However, the County does not guarantee the availability of restricted duty work.
 - 2. **Pay rates and Workers' Compensation benefits.** Employees on restricted duty are not guaranteed the rate of pay they received for the position they held at the time they sustained their work-related injury or illness. The pay rate for a restricted-duty assignment is based on the knowledge, skills, and abilities required for the job as well as general market conditions. Employees who return to work before they have reached maximum medical improvement (MMI) may be eligible for temporary partial disability benefits under the state Workers' Compensation program, if they earn less than they earned in the position held at the time they sustained the work-related accident or illness. Employees in restricted duty

positions are not permitted to supplement their workers' compensation benefits by using their accrued annual, personal, or medical/sick leave.

3. Four (4) week limit. Restricted duty assignments are temporary arrangements intended to complement and facilitate the healing process. Restricted-duty assignments cannot exceed four (4) weeks without approval from the department director or elected official and approved by the County Manager.
- D. Employee Refusal of Work/Training. In the event that an employee refuses to return to regular or restricted duties in response to a written, bona fide offer of employment by the County sent via certified mail, the employee is separated from the County and his/her position will be filled permanently (NOTE: An exception to this rule applies in the case of employees who have not yet exhausted their FMLA leave entitlement, refer to subsection F.).

A written offer of employment shall be on a form promulgated by the County Manager and must clearly state:

1. The position offered and the duties of the position;
 2. The County's agreement to any limitations or conditions set out in the attending physician's certification of the employee's fitness to return to work;
 3. The job's essential functions; and
 4. The job's start date, wage, working hours, supervisor and location;
 5. Length of assignment and required training.
- E. Coordination with FMLA. Nothing in these Rules should be construed as denying employees their rights under the FMLA or any other federal or state law.
- F. It is the County's policy to designate an employee's absence from work due to a work-related injury or illness as FMLA leave to the extent allowed by federal law. Employees entitled to FMLA leave can voluntarily accept restricted duty assignments while they are recuperating, but they cannot be required to do so. Employees who lose their workers' compensation benefits as a result of declining a restricted duty assignment are required to substitute any available paid leave, such as accrued annual, personal, or medical/sick leave, for unpaid FMLA leave.
- G. Until employees have exhausted their twelve (12) week FMLA entitlement, they have the right to be reinstated to their original job or an equivalent job providing they are able to perform the job's essential functions.

10.25 Change in Salaried / FLSA Status

- A. Upon change from FLSA non-exempt to FLSA exempt status, employees shall be paid a lump sum for the unused portion of their accrued compensatory leave, overtime, sick leave, per section 10.8, and vacation leave.
- B. The lump sum payment shall be calculated based on the non-exempt salary rate.
- C. Upon change from non-exempt to exempt status and transfer to a new department, employees shall be paid the lump sum for the unused portion of their accrued compensatory leave by their previous department.
- D. If an employee's change in status is contingent upon a 90 day trial period, pursuant to section 5.2 of this Ordinance, the lump sum payment shall not be made until successful completion of the trial period.

SECTION XI: SUBSTANCE ABUSE POLICY

11.0 Purpose

- A. The Cibola County Commission has adopted this employee substance abuse policy and a drug and alcohol testing policy for the County of Cibola, Sheriff's Department, Road Department, Detention Center Department, Solid Waste Department and all other safety sensitive employees. A safety sensitive employee is an employee who performs duties for the County of Cibola which have safety ramifications for themselves, fellow employees and the general public. These positions may include but are not limited to employees who operate equipment/vehicles, have access to confidential information and/or receive calls for public service.
- B. The purpose of this policy is to assure worker fitness for duty and to protect our employees and the public from the risks posed by the misuse of alcohol, the use of prohibited drugs and the misuse of legal drugs. The County is concerned only with those situations where use of alcohol and other drugs seriously interferes with any employee's health, his job performance and adversely affects the job performance of other employees or is considered to be so serious as to be detrimental to the County's operations and the safety of himself/herself and others. There is no intent to intrude upon the private lives of employees.

11.1 Safety Sensitive Employees. This policy applies to all safety-sensitive positions within the County of Cibola. All safety sensitive employees for the County of Cibola are covered by this policy. Adherence to this testing policy is a condition of employment for all safety-sensitive positions. Safety-sensitive functions refer to any functions contained within an employee's realm of responsibilities that have an impact upon the safety and general welfare of the public. It has been determined by the County of Cibola that there are positions within the County of Cibola, which are of a safety sensitive nature and as such, create the need for compliance with this policy.

11.2 Policy. The County of Cibola is dedicated to providing safe, dependable and economical services to our public. County of Cibola employees are our most valuable resource and it is our goal to provide a healthy, satisfying working environment, which promotes personal opportunities for growth. In meeting these goals, it is our policy to (1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; (3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and (4) to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

- A. All safety-sensitive employees will receive training on the effects and consequences of prohibited drug or alcohol use on personal health, safety and the work environment, and the signs and symptoms which may indicate prohibited drug or alcohol use. The County will schedule mandatory classes but it is ultimately the responsibility of the employee to attend a class provided for by the County.
- B. All department heads and supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol/drug testing will

receive training on the physical, behavioral, speech and performance indicators of probable prohibited drug or alcohol misuse.

11.3 Prohibited Substances. “Prohibited substances” addressed by this policy include the following:

- A. Illegally used controlled substances or drugs. Includes, but is not limited to: marijuana, amphetamines, methamphetamines, opiates, phencyclidine (PCP), and cocaine, as well as drugs not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. The collection agency shall adhere to all requirements outlined in 49 CFR, Part 40 DOT Guidelines in determining what constitutes a positive test.
- B. Legal Drugs. The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected shall be reported by the employee to supervisory personnel and medical advice shall be sought by both the employee and supervisor, as appropriate, before performing safety-sensitive functions. A legally prescribed drug means that an individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient’s name, the name of the substance, quantity/amount to be taken, frequency and the period of authorization. The misuse or abuse of legal drugs while performing official business is prohibited.
- C. Alcohol. The use of beverages or medications containing alcohol, subject to Paragraph 11.3(B) above.

11.4 Prohibited Conduct

- A. Manufacture, Trafficking, Possession, and Use. Employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or sale of prohibited substances while on duty on County premises, or in County vehicles. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.
- B. Intoxication/Under the Influence. Any safety-sensitive employee who fails a drug test or has a breath alcohol concentration of 0.04 or greater shall be removed from their safety-sensitive position and referred to an SAP (substance abuse professional). A safety sensitive employee with a breath alcohol concentration of 0.02 or greater, but less than 0.04 shall be immediately removed from their safety-sensitive position for a minimum of 8 hours or until they can pass an alcohol test with a BAC of less than 0.02. If a breath analyzer is unavailable, testing will be conducted via blood test.
- C. Alcohol Use. No safety-sensitive employee should report for duty or remain on duty when his/her ability to perform assigned safety-sensitive functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No safety-sensitive employee shall use alcohol while on duty, or while performing a safety-sensitive function. No safety-sensitive employee shall use alcohol within four hours of reporting for duty; or during the hours that they are scheduled on call; or up to eight hours following an accident or until tested; or anytime during a period when that employee may have to perform safety-sensitive functions. Employees, who are not scheduled on call, shall upon being notified to report to duty, acknowledge alcohol use and their inability to perform his/her safety-sensitive function and shall be excused from

doing so without further consequences. No County employee under the age of 21 shall have a breath alcohol concentration of .02 or greater at any time while performing duties for the County. Violation of these provisions is prohibited and punishable by termination.

- D. Compliance with Testing Requirements. All safety-sensitive employees shall be subject to urine drug testing and breath alcohol testing. Refusal to comply with a request for testing, refusal to sign the drug testing chain of custody form, refusal to sign Step #2 on the alcohol breath testing form, inability to provide sufficient quantities of breath or urine to be tested without a valid medical explanation, tampering with or attempting to adulterate the specimen or collection procedure or not reporting to the collection site in the time allotted, shall constitute a verified positive test result.

11.5 Testing Which Results In a Dilute Specimen

A. Definitions:

Dilute Drug Screen – A drug screen which is identified by the testing lab as an irregular specimen pertaining to the specimen’s specific gravity and creatinine concentration. (The irregularity in specific gravity minimizes the reliability of the testing procedure and therefore reduces the reliability in the results.)

Primary Test – A test which is conducted under Sections 11.10, 11.11 or 11.12.

Monitored Tests – The County of Cibola will offer all employees who are required to take a second level test the opportunity to have the test monitored by a supervisor.

B. Dilute Drug Screen Procedure:

A dilute drug screen for Sheriff Department, Road Department, Detention Center Department and all other safety sensitive County employees who are covered by this policy will be handled as follows:

1. Primary Test:

Identified as Dilute

- a. The employee shall enter into a re-entry contract as defined in Section 11.17 and 11.18 or
 - b. If the employee’s physician certifies in writing that there is a valid medical cause for the dilute result, unrelated to illegal drug use or prescription drug abuse, the employee may submit to a hair sample test, at the County’s expense, to contest the results.
 - c. The employee without a physician’s certification, may submit to a hair sample test to contest the results if the employee pays, in advance, for the cost of the test.
2. Second Level Test (test for re-entry purposes or follow-up tests defined within a re-entry contract):

- a. Monitored Dilute – The County will accept the test results as provided by the lab (a test will be monitored only at the request of the employee)
 - b. Unmonitored Dilute – Shall result in termination as stated in the re-entry contract.
- C. Dilute Specimen Test for Employment Applicants: Any applicant for employment with Cibola County whose pre-employment drug and alcohol screen test is identified as dilute, shall not be eligible for employment and is precluded from re-application for employment for:
- 1. a period of six (6) months from the date of the test or
 - 2. The applicant may submit to a hair sample test to contest the results if the applicant pays, in advance, for the cost of the test. In the event the hair sample test results are negative, the applicant will be eligible for immediate hire.
 - 3. If the employee’s physician certifies in writing that there is a valid medical cause for the dilute result, unrelated to illegal drug use or prescription drug abuse, the employee may submit to a hair sample test to contest the results.

11.6 Treatment Requirements. All employees are encouraged to make use of the available resources for treatment for alcohol misuse and illegal drug use problems. Under certain circumstances, employees may be required to undergo treatment for substance abuse or alcohol misuse. Any employee who refuses or fails to comply with County of Cibola requirements for treatment, after care, or return to duty will be subject to termination. The cost of any treatment or rehabilitation services will be paid for directly by the employee or their insurance provider. Employees will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

11.7 Proper Application of the Policy. The County of Cibola is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, department heads/supervisors are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any department head/supervisor who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, will be subject to disciplinary action, up to and including termination.

11.8 Testing Procedures.

- A. All safety-sensitive employees of the County of Cibola shall be subject to drug (urine) and alcohol testing for reasonable suspicion, return to duty, follow-up or random and may be subjected to testing following an accident. Follow-up testing will be conducted for a period of one to five years, with up to six tests performed during the first year and as many as four in subsequent years. The Substance Abuse Professional (SAP) may determine the frequency and duration of follow-up testing.
- B. Testing shall be conducted using techniques, equipment and certified laboratory facilities to ensure a high degree of accuracy and reliability. Alcohol testing may only occur during or immediately before/after performing safety sensitive duties and up to eight hours following an accident. Drug testing may occur any time while performing duties for the County of Cibola and up to 32 hours following an accident.

11.9 Pre-Employment Drug & Alcohol Screening. All applicants for employment with Cibola County shall be required to take a drug and alcohol screening test when they report for their pre-employment medical examination or when otherwise directed by the County Manager or his/her designee. Any applicant for employment with Cibola County who's pre-employment drug and alcohol screen test is identified as positive, shall not be eligible for employment and is precluded from re-application for a period of one (1) year from the date of the test.

11.10 Employee Requested Testing. Any safety-sensitive employee who questions the result of a required drug test under paragraphs 11.10 through 11-15 of this policy may request that an additional test be conducted. This test will be conducted at a different certified laboratory. The test will be conducted on the split sample that was provided by the employee at the same time as the original sample. The method of collecting, storing, and testing the split sample will be consistent with acceptable testing standards. The employee's request for a split sample test must be made to the Medical Review Officer* within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee. An employee requested test will be at the expense of the employee.

11.11 Reasonable Suspicion Testing. All employees shall be subject to urine and/or breath testing when there is reasonable suspicion to believe the employee is under the influence of prohibited substances. A reasonable suspicion referral for testing will be made on the basis of articulatable objective facts and circumstances, which are consistent with the short-term effects of substance abuse. Examples of reasonable suspicion include, but are not limited to the following:

- A. Physical signs and symptoms consistent with prohibited substance use.
- B. Evidence of the manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or other prohibited substances.
- C. Occurrence of an accident that may have been caused by use of a prohibited substance or alcohol misuse.
- D. Fights (to mean physical contact), assaults, and flagrant disregard or violations of established safety, security, or other operating procedures.

11.12 Post-Accident Testing. Any County employee involved in an accident occurring on County property or involving County equipment/vehicle shall be subject to a drug or alcohol test as soon as possible after the accident.

* Medical Review Officer – See DEFINITIONS Section 11.21.

11.13 Random Testing

- A. Employees in safety-sensitive positions shall be subjected to random, unannounced drug testing. The selection of safety-sensitive employees for random drug testing will be made using a scientifically valid method that ensures each covered employee that they will have an equal chance of being selected each time selections are made. The random tests will be unannounced and spread throughout the year on all days and during all hours of operation.
- B. When a safety-sensitive employee is informed of a random drug test they must be tested as soon as is practicably possible but in a time not to exceed 3 hours. All employees who

have been randomly selected or are testing in conjunction with Rule 11.11 will be notified, in writing, by the County Manager a department head or supervisor. All tests will be collected as a split sample giving the employee the opportunity to exercise his/her right to an additional test (Section 11.10) on the sample which was collected. Should the County's agent not collect a split sample, the results of the test, for which a split sample was not collected, will be disregarded by management and the employee will not be required to re-test for this specific testing period.

C. All safety sensitive employees shall be placed in a selection pool and random drug testing shall come from this predetermined pool. The individual pools shall be defined as follows:

1. Sheriff's Department
2. Road Department
3. Detention Center
4. Dispatch
- 5.
6. All other safety-sensitive employees

D. Shift employees, or employees who are not at work on the day of the scheduled test (random or otherwise), and who have been selected for testing, will be required to test immediately upon their return to work/duty and will be notified and expected to adhere to the rules as described above.

11.14 Return-To-Duty Testing*. A return-to-duty test is required of an employee who has had a positive drug or alcohol test and must be passed (negative non-dilute) before they can return to a safety-sensitive position. The Substance Abuse Professional (SAP) must first clear the employee to return-to-regular-duty after the evaluation and insure the employee has consented to treatment. The return-to-duty test may be for drugs and/or alcohol as required. Any work missed due to a positive drug/alcohol test or due to treatment shall be charged to the employee's sick leave and/or annual leave (employee's choice) or leave without pay if the employee has no leave balances.

11.15 Follow-Up Testing*. Once allowed to return to duty, safety-sensitive employees shall be subject to unannounced follow-up testing for at least 12 but not to exceed 60 months. The frequency and duration of the follow-up testing may be recommended by the SAP as long as not more than six tests are performed during the first 12 months after the employee returns to duty. Follow-up testing is separate from and in addition to the random testing program.

11.16 Employment Assessment. An SAP may refer any safety-sensitive employee who tests positive for the presence of illegal drugs or alcohol above the minimum thresholds for evaluation. An SAP is a licensed or certified physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related and drug-related disorders. The SAP may evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited drug use or alcohol misuse. Employees may select the SAP of their choice as long as the criteria above is met.

11.17 Departmental Rule for Positive Drug/Alcohol Test.

- A. Any probationary employee who, as a result of this policy tests positive for drugs and/or alcohol, will be terminated immediately.
- B. Any employee who has been placed on time for improvement and who tests positive for drugs/alcohol as defined by this policy will be terminated from employment.
- C. Sheriff's Department & Detention Center (includes certified law enforcement officer, dispatchers, administrative personnel, detention center officers and animal control officers).
 - 1. A positive prohibited substance/alcohol test for an officer or dispatcher shall be reported to the New Mexico Law Enforcement Academy Director as outlined in the NMLEA Handbook Subsection B4 of 10.29.1.11 NMAC.
 - 2. Any certified or uncertified law enforcement officer, dispatcher, administrative personnel, detention center officer or animal control officer who tests positive for prohibited substances and/or alcohol under this policy shall be terminated from employment with the County of Cibola, Section 7.10.
 - 3. Any County of Cibola Deputy, Dispatcher, Animal Control Officer, Detention Center Officer or Sheriff Administrative Personnel whose primary test is determined to be a dilute test will be subject to the terms and conditions as defined below (this does not include tests taken as a result of a re-entry contract which are monitored tests and are determined to be dilute):
- D. Road Department covered employees (any employee who operates machinery, heavy equipment or has a CDL)
 - 1. Any Road Department covered employee who tests positive for prohibited substances and/or alcohol under this policy shall be terminated from employment with the County of Cibola, Section 7.10.
 - 2. Any Road Department covered employee whose primary test is determined to be a dilute test will be subject to the terms and conditions as defined below (this does not include tests taken as a result of a re-entry contract which are monitored tests and are determined to be dilute):
- E. Any County of Cibola Sheriff Department, Detention Center, Road Department employees (as defined above) who are covered by this policy and whose primary test is determined to be dilute as herein defined, shall be subject to the terms and conditions of:
 - 1. The re-entry contracts defined below;
 - 2. Rule 11.13 of this policy, and;
 - 3. Rule 11.14 of this policy.
 - 4. If applicable, any CDL provisions that may apply.
- F. County of Cibola safety sensitive employees shall be terminated upon violation of any of the terms and conditions of the individual's re-entry contract (defined below). An unmonitored dilute, second level test for Sheriff Department, Detention Center, Road Department employees (subject to a re-entry contract) shall result in termination of employment

11.18 Re-Entry Contracts (general safety sensitive employees).

- A. Employees who re-enter the workforce must agree to a re-entry contract. That contract may include, but is not limited to:
 - 1. A release to work statement from the Substance Abuse Professional.
 - 2. A negative test for drugs and/or alcohol. (Section 11.14)

3. An agreement to unannounced frequent follow-up testing for a period of one to five years with up to six tests performed the first year (Section 11.15).
4. A statement of expected work-related behaviors.
5. An agreement to follow specified after care requirements with the understanding that violation of the re-entry contract is grounds for termination.
6. County of Cibola safety sensitive employees shall be terminated upon violation of any of the terms and conditions of the individual's re-entry contract (defined below). An unmonitored dilute, second level test for Sheriff Department, Detention Center Department Road Department or Solid Waste Department employees (subject to a re-entry contract) shall result in termination of employment.

B. Any safety sensitive employees not covered above shall be terminated upon violation of any of the terms and conditions of the individual's re-entry contract (defined below).

11.19 Detection. The County reserves the right to inspect, at any time, all County property and all County vehicles and equipment for the presence of prohibited substances or alcohol. All inspections will be scheduled as deemed necessary by the County Manager or his/her designee and conducted by the Cibola Sheriff's Department.

11.20 Voluntary Request for Assistance.

- A. The County of Cibola intends to give the same consideration to persons who voluntarily request assistance (prior to being randomly selected or selected for cause) with chemical dependencies as it does to employees having other diseases.
- B. Early recognition and treatment of chemical (drug and alcohol) dependency problems is important for successful rehabilitation and reduced personal, family and social disruption. The County supports sound treatment efforts and an employee's job will not be jeopardized for conscientiously seeking assistance prior to random selection or selection for cause. Normal County benefits, such as sick leave and the group medical plan, are available to give help in the rehabilitation process to any employee who voluntarily requests assistance for chemical dependencies.

11.21 Definitions

Medical Review Officer (MRO) – The MRO is a licensed physician who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate positive drug test results. The List of primary responsibilities below is followed by standard operating procedures necessary to carry out those responsibilities:

- A. Receive test results from the laboratory
- B. Review all drug testing results prior to reporting
- C. Verify that the laboratory report and assessment are correct
- D. Review and interpret each confirmed lab tested positive result
- E. Conduct a medical interview, providing an opportunity for the employee to discuss a positive test result
- F. Notify employer of verified positive test
- G. Process employee request for re-test
- H. If necessary, re-analyze the original specimen to determine the accuracy of the test result

11.22 Records

- A. All records of the controlled substance abuse prevention program must be kept in a secure location with controlled access in the County Manager's Office. Regulation requires that certain records according to their importance be maintained for varying lengths of time, from one (1) to five (5) years.
- B. Records must be kept confidential and be made available for inspections by the County Manager within two (2) business days following a request by an authorized representative of the Federal Highway Administration. These records should not be made a part of a driver's personnel file.
- C. The following are entitled access to these records through approval of the County Manager:
 - 1. CDL Issuer or his/her representative;
 - 2. The Secretary of Transportation;
 - 3. Any Department of Transportation Agency;
 - 4. Any State or Local Official with regulatory authority over the employee;
 - 5. Any prospective employer with the employee's written permission.

11.23 Confidentially. No laboratory reports or test results shall appear in the employment personnel file unless they are a part of a disciplinary action, but shall be placed in a special locked file.

SECTION XII: EMAIL & INTERNET USE

12.0 Access. Access to the Internet through the Cibola County is a privilege. Users granted this privilege must adhere to strict guidelines concerning the appropriate use of this information resource. Users who violate the provisions outlined in this document are subject to disciplinary action up to and including termination. In addition, any inappropriate use that involves a criminal offense will result in legal action. All users are required to acknowledge receipt and understanding of guidelines contained in this document.

12.1 Purpose & Scope. To define policies and procedures for access to the Internet through the Cibola County network infrastructure. This policy applies to all personnel with access to Internet and related services through the Cibola County network infrastructure. Internet Related services include all services provided with the TCP/IP protocol, including but not limited to Electronic Mail (e-mail), File Transfer Protocol (FTP), and World Wide Web (WWW) access. Internet access includes connections via DSL subscriptions, phone modem access, server-to-Internet access or T1 line access.

12.2 Acceptable Use. Access to the Internet is specifically limited to activities in direct support of official Cibola County business.

- A. In addition to access in support of specific work related duties, the Cibola County Internet connection may be used for educational and research purposes.
- B. If any user has a question of what constitutes acceptable use he/she should check with their supervisor for additional guidance. Management or supervisory personnel shall consult with the County Manager for clarification of these guidelines.

12.3 Inappropriate Use. Cibola County Internet access shall not be used for any illegal or unlawful purposes. Examples of this would be the transmission of violent, threatening, defrauding, pornographic, obscene or otherwise illegal or unlawful materials

- A. Use of Cibola County electronic mail or messaging services shall be used for the conduct of Cibola County, business only. These services shall not be used to harass, intimidate or otherwise annoy another person.
- B. The Cibola County, Internet access shall not be used for private, recreational or other non-Cibola County related activity.
- C. The Cibola County Internet connection shall not be used for commercial or political purposes.
- D. Use of the Cibola County, Internet access shall not be used for personal gain such as selling access of a Cibola County user login. Internet access shall not be used for or by performing work for profit with Cibola County resources in a manner not authorized by Cibola County.
- E. Users shall not attempt to circumvent or subvert security measures on Cibola County's network resources or any other system connected to or accessible through the Internet.
- F. Cibola County users shall not use Internet access for interception of network traffic for any purpose unless engaged in authorized network administration.
- G. Cibola County users shall not make or use illegal copies of copyrighted material, store such copies on Cibola County equipment, or transmit these copies over the Cibola County network.

12.4 Internet & E-Mail Etiquette. Cibola County employees shall ensure all communication through Cibola County email or messaging services is conducted in a professional manner. The use vulgar or obscene language is prohibited.

- A. Cibola County users shall not reveal private or personal information without specific approval from management.
- B. Users should ensure that e-mail messages are sent to only those users with a specific need to know. The transmission of e-mail to large groups or messages with large file attachments should be avoided.
- C. Electronic Mail is not guaranteed to be private. Messages transmitted through the Cibola County e-mail system or network infrastructure are the property of Cibola County and are therefore subject to inspection.

12.5 Security

- A. Cibola County users who identify or perceive an actual or suspected security problem shall immediately contact the Cibola County Information Systems Security Manager or IT Department Head.
- B. Users shall not reveal account passwords or allow another person to use their account. Similarly, users shall not use the account of another user.
- C. Access to the Cibola County network resources shall be revoked for any user identified as a security risk or a demonstrated history of security problems.

12.6 Penalties. Any user violating these policies is subject to the loss of network privileges and any other Cibola County disciplinary actions as detailed in Section 7 of this ordinance.

12.7 No Expectation of Privacy. Users should not expect any information transmitted via Cibola County's systems to remain private or confidential.

- A. Cibola County may monitor use of any part of County Systems at any time, without notice, at its discretion. Such monitoring may include, but is not limited to limiting size, accessing, listening to, reading, or retrieving voice mail messages, e-mail, Internet communications, or local files.
- B. Users should be aware that deleted files or other communications may be retrieved and review by Cibola County Management.
- C. Users are prohibited from, among other things, accessing, listening to, reading or retrieving other team members' e-mail, voice mail, or Internet communications unless specifically authorized to do so by Management.

12.8 User Compliance. All terms and conditions as stated in this document are applicable to all users of the network and the Internet connection.

12.9 Protection & Handling of Sensitive Information. It is the responsibility of every County employee to ensure the protection of sensitive information and comply with all information technology policies. This includes but is not limited to ensuring such information does not leave the County network, making a reasonable effort to redact sensitive information when sharing records and protecting security account information.

SECTION XIII: PAY POLICY

13.1 Purpose. This Section outlines the provisions for the County's system of comparing and classifying positions according to their relative equivalence for the purpose of establishing fair and equitable promotion and pay compensation for employees. The Board approves all positions and salaries as part of the fiscal year budget process.

13.2 Applicability. The provisions of this section shall apply to all employees except that Contract Employees and unclassified employees are subject to wage increases as negotiated and approved by the Board.

- A. Elected officials who include Commissioners, Clerk, Treasurer, Assessor, Sheriff, and Probate Judge are subject only to the statutory provisions of law subject to budget availability and determination by the Board as to the amount to be paid annual to any elected official as determined in the budget process.
- B. Chief deputies shall receive 80% of the related elected official's salary as their fixed salary and shall serve at the pleasure of the elected official. In the event a Chief Deputy was hired before the adoption of this policy their pay shall be grandfathered. The Sheriff's Administrator serves at the pleasure of the Sheriff and shall receive a fixed salary of 55% of the Sheriff's fixed salary.

13.3 Pay Compensation Process Overview. The pay compensation system includes provisions for:

- A. entry level wages;
- B. transfers;
- C. demotions;

- D. cost of living wage increases;
- E. promotion wage increases;
- F. performance merit increases.

The Board may at their discretion amend the general wage and classification plan and the general wage schedule by resolution or motion of the Board when deemed appropriate.

13.4 Entry Level Wages. All new employees are normally hired at the Entry level position for the level of position that has been vacated or otherwise approved for hire by the elected official or department director, subject to budgetary constraints and the approval of the County Manager.

13.5 Cost of Living Wage Increases. The Board may consider an across the board cost of living wage increase concurrent with approval of the budget each fiscal year or as otherwise approved by the Board. Cost of living increases will normally become effective the first pay period proceeding July 1 of each fiscal year or as otherwise approved by the Board.

13.6 Position Specifications Requirements. Each position has a written Position Specification which includes specifications for minimum qualifications, education, experience, abilities, skills, license, or certification requirements, and a description of duties and responsibilities required for the position.

13.7 Grandfather Clause. Any employee whose position specification is revised is subject to the experience, education, or certification requirements of the new position specification shall show satisfactory progress to meet the new standards within six (6) months or may be subject to reclassification, transfer or dismissal.

13.8 Contents of Personnel File. Subsequent to hiring, a separate record file shall be prepared and maintained for each employee. These records shall be kept in the Human Resources Manager's office. It is the responsibility of each elected official or department director to ensure that the records of the employees are complete and up-to-date. The file shall contain a minimum of the following records:

- A. the original application form;
- B. the originating personnel action showing occupation, position classification, date of beginning employment and salary and a signed receipt, evidence of receiving these Rules;
- C. copies of personnel action forms.
- D. copies of all performance evaluations, if applicable;
- E. copies of all favorable or unfavorable letters or memorandums such as letters or certificates of appreciation or records of other outstanding achievements regardless of origination, so long as the procedure applicable to written reprimands is followed;
- F. records or certificates of educational training or orientation achievement completion;
- G. records of disciplinary actions such as reprimands, suspensions, demotions or dismissal; and
- H. application for retirement program.

13.9 Access to Personnel Files. Personnel files are the property of the County and access to the information they contain is restricted. Generally, only immediate supervisors and management personnel of the County who have a legitimate reason to review information in a file are allowed

to do so. Employees who wish to review their own file should contact the Human Resources Manager's office. With reasonable advance notice, employees may review their own personnel files in County's offices and in the presence of an individual appointed by the County to maintain the files.

SECTION XIV: EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PLAN

14.1 Purpose. The purpose of this section is to recruit, employ and promote the most qualified applicants or employees to work in County employment. Employment and promotional opportunities shall be based solely upon ability and demonstrated competence, not upon extraneous factors. Age, sex, marital status, national origin, religion, race, sexual preference, political affiliation and handicaps not related to ability to perform the job sought, are declared extraneous factors that shall have no bearing on employment or promotional opportunities within County service.

14.2 Statement of Policy. It is the policy of the County to comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, amended by the Equal Employment Opportunity Act of 1972 and Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, in all employment and programs administered by the County. The County affirms that individuals will be considered for employment or promotion on the basis of bona-fide occupational qualification only. Each employee or prospective employee will be advised of this policy. All announcements or notices regarding position openings or opportunities will contain the words "An Equal Opportunity Employer".

14.3 Management Responsibility. The Human Resources Director will counsel elected officials and department directors as they investigate and resolve internal complaints of employment discrimination filed by County employees or employment applicants. The Human Resources Director shall be the referral officer for the County to receive notice of alleged unlawful employment practices from the Equal Employment Opportunity Commission (EEOC) as provided for in Public Law 88-352, Title VII, Section 706(C); 78 Stat. 241 (42 USC 2000e-5).

14.4 Complaint Procedures. Any employee or person refused employment or who believes he/she has been subjected to a discriminatory employment act or practice prohibited by federal or state law shall file with the Human Resources Director a written and signed statement of facts setting out the basis of the complaint.

- A. Upon receiving a written and signed complaint or upon receiving notice of an alleged unlawful employment practice from an individual, the Human Resources Director shall immediately conduct an investigation and attempt to resolve such complaint informally and forward copies of the investigation and results to the elected official/department director and County Manager.
- B. If the complaint is not resolved informally by the process set forth in subsection A above, it will go before a Hearing Officer appointed by the County Manager. The Hearing Officer shall conduct a hearing not more than forty-five (45) days after the complaint has been received by the Human Resources Manager. The complainant, complainant's attorney (if any), the County Manager, Human Resources Director, County Attorney, elected official or department director, and the employee allegedly responsible for the

discriminatory act or practice, shall be given five (5) days written notice of the hearing, together with a copy of the complaint filed with the Human Resources Director.

- C. At the hearing, the complainant and respondent shall have the right to be represented by counsel; all testimony shall be received under oath, and the Hearing Officer shall have the authority to issue administrative subpoenas for the attendance of any County employee as a witness.
- D. The Hearing Officer shall report findings and recommendations in writing to the County Manager and elected official or department director not more than twenty (20) days after hearing the complaint. A full record of the proceedings shall be kept either by audio media or in writing by the Human Resources Director in a confidential file.

14.5 Remedies. In the event the County Hearing Officer determines that a discriminatory act or practice has occurred, the County Manager may take appropriate action including, but not limited to, reinstatement, hiring or promotion of the aggrieved individual, with or without back pay, or any other equitable administrative relief necessary to correct and rectify the discriminatory act or practice. Nothing in this policy prohibits any aggrieved party from seeking remedy through the state or federal agency responsible for such actions.

SECTION XV - MISCELLANEOUS

15.1 Designated Work Areas. All employees are to be at their designated work areas on time and ready to work. They shall work until the scheduled quitting time, unless permission of the supervisor has been obtained for different work hours. Employees shall not litter work areas and will keep such areas neat and clean. Employees are required to take their lunch away from their designated work area.

15.2 Personal Business. Personal business shall not be conducted during work hours.

15.3 Safety. The County is committed to having all work conducted in a safe manner. All safety precautions shall be followed in accordance with federal, state, or county policies.

15.4 County Property. Employees shall not misuse or destroy County property, records, or other material in their care, control, or custody; nor shall any County property, records, or other material be removed from the premises of the County offices unless written permission by the department director or elected official has been given. Employees shall not use County property, records or equipment for personal use.

15.5 County Vehicles. No County vehicle will be taken out of the County without permission of the elected official or department director and employees shall notify the elected official or department director of their destinations and itineraries. County vehicles shall be used for County business only. County vehicles may not be taken home unless designated permissible as defined in the Accident Prevention Program Policy and adheres to Section 9.7 Fringe Benefits. The Cibola County Vehicle Accident Prevention Policy Program adopted by the Board of County Commissioners June 27, 2006 as may be amended from time to time is hereby adopted and incorporated into this Ordinance by reference.

- A. County vehicles shall not be used for personal business, except as is incidental in commuting. Employee family members or passengers not on official County business are

not allowed to ride in a County vehicle and strict adherence to this policy is directed to all employees operating a County vehicle.

- B. No Smoking in Vehicles or Motorized Equipment. Smoking in all county vehicles or motorized equipment is prohibited.

15.6 Personal Appearance. Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the County presents to customers and visitors.

- A. During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Employees who meet the public, both internal and external, must dress in appropriate business attire at all times. Employees may observe casual dress on Friday if the above stipulation does not apply. Examples of questionable work attire are sun dresses with bare backs and/or shoulders, men's undershirts, excessively baggy, short, or tight clothing, sweatpants and shorts, for men or women, bare midriffs or excessively sheer fabrics unless adequate cover-up (jacket, sweater, etc.) is worn throughout the work day, and low-cut tops/blouses/shirts/dresses (e.g., if they expose "cleavage" when the employee is standing or sitting in a normal manner). Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work.
- B. Employees are required to maintain personal cleanliness by bathing daily; maintaining daily oral hygiene (brushing of teeth); using deodorant/antiperspirant to minimize body odor; refraining from the use of heavily scented perfumes, colognes and lotions; maintaining clean and trimmed fingernails; and washing hands after eating or using the restrooms.
- C. An employee should consult their elected official or department director if they have questions as to what constitutes appropriate attire.

15.7 Searches & Surveillance. The County's employees should not expect privacy in their personal effects while on County property or on County time. Employee workplaces may be subject to video surveillance. The County may search lockers, desks, toolboxes, lunch sacks, clothing, County internet, County e-mail or County computer accounts and County electronic media/storage, a County vehicle, and any other item in which an unauthorized weapon or other contraband may be hidden. To the extent that an employee refuses to permit a search, such refusal may constitute grounds for disciplinary action.

15.8 Workplace Violence. The County provides a safe work place for all employees. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this Workplace Violence policy. All employees, including managers and supervisors, are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe and secure work environment.

- A. Prohibited Conduct. The County does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. This list of behaviors, while not inclusive, provides examples of conduct that is prohibited.
 - 1. Causing physical injury to another person;
 - 2. Making threatening remarks;

3. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
 4. Intentionally damaging County property or property of another employee;
 5. Committing acts motivated by, or related to, sexual harassment, harassment or domestic violence.
- B. Reporting Procedures. Any potentially dangerous situations must be reported immediately in writing to a supervisor or the County Manager's office. All reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation will be counseled and the results of investigations will be discussed with them. The County will actively intervene at any indication of a possibly hostile or violent situation.
- C. Risk Reduction Measures. Hiring: The County takes reasonable measures to conduct background investigations to review candidate's backgrounds and reduce the risk of hiring individuals with a history of violent behavior.
- D. Safety: The risk management carrier conducts annual inspections of the premises to evaluate and determine any vulnerability to workplace violence or hazards. Any necessary corrective action will be taken to reduce all identified risk areas.
- E. Individual Situations: While the County does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform their supervisor or department director if any employee exhibits behavior which could be a sign of a potentially dangerous situation. Such behavior includes:
1. Discussing the use of weapons in a threatening manner related to the workplace, or bringing them to the workplace;
 2. Displaying overt signs of extreme stress, resentment, hostility, or anger;
 3. Making threatening remarks;
 4. Sudden or significant deterioration of performance;
 5. Displaying irrational or inappropriate behavior.
- F. Dangerous/Emergency Situations. Employees who are confronted by or encounter an armed or dangerous person should not attempt to challenge or disarm the individual.
- G. Enforcement. Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to corrective or disciplinary action, up to and including dismissal. Non-employees engaged in violent acts on the County's premises will be reported to the proper authorities.

15.9 Final Paycheck. An employee who resigns shall receive a final paycheck on the first regularly scheduled payday following the employee's effective date of resignation or termination. In the case of death, final salary and compensation for unused annual leave shall be paid to the employee's named beneficiary or, if unnamed, to the employee's estate, on the next regularly scheduled payday.

15.10 Uniforms. An employee in a designated job with the County may be required to wear special clothing to perform the job function with patches, badges or other distinctive items as approved by the elected official, department director or the County Manager.

- A. Employees whose job calls for a uniform must wear the uniform whenever they are on duty. Uniforms are to be worn in the manner that they were intended to be worn and are

not to be modified to satisfy personal desires. For example, you cannot cut off sleeves or collars or remove patches, etc. Section supervisors or foremen are responsible for insuring that each employee wears the uniform in a neat and clean condition.

- B. The selected top wear of the uniform must be a shirt and **must** have the appropriate patches sewn on. At the time uniforms are selected, field employees and mechanics may select a pair of coveralls in lieu of a set of regular uniforms, unless the job prohibits wearing coveralls. Management may choose to provide insulated coveralls where warranted by working conditions.
- C. Safety Shoe/Boot Program. Drivers, mechanics, and other employees designated by the department to participate in the safety shoe/boot program will be required to wear this safety footwear while on duty. Shoes or boots purchased as safety shoes/boots shall be ANSI-approved (ANSI Z41-1991 standards) and shall be steel-toed in order to qualify for departmental reimbursement. Prior approval from the department director or his designee must be obtained before purchase of another type of safety shoe/boots.
- D. Other Safety-Related Attire. The County emphasizes safety as a primary focus of our activities and will provide necessary safety attire when needed or requested by the employee and approved by the department director or elected official. Safety attire, such as gloves, safety vests, hearing protection devices, safety glasses, disposable coveralls for spraying, and respirators, are important work items and are to be used and maintained by the employee once issued. These items should be maintained as required and turned in for replacement or when no longer needed for the intended activity.
 - 1. *Gloves*: Employees who need gloves (canvas, leather, palm, or all leather) to perform their assigned work shall be furnished gloves by the department at no charge to the employee, providing they turn in their old worn out gloves.
 - 2. *Badges*, if issued to security service employees, will be provided by the department at the department's expense. Any misuse of the badge may lead to corrective/disciplinary action being taken against the individual who misused his/her badge.
- E. Caps or Hats. Employees who work outdoors are encouraged to wear a cap or hat to protect them from the elements, including sun rays. Departments are granted authority, if for safety or security purposes, to promulgate additional policies regarding the wearing of caps or hats in specific work environments. It is encouraged that caps with the County and Department emblem be worn whenever possible, but this is not a mandatory requirement unless for safety or security purposes.

15.11 Return of Uniforms, Equipment & County Property. Upon severance from County service, all County issued uniforms, equipment, keys, cellular phones, laptop computers, badges etc. shall be returned to the County. Failure to do so shall result in a deduction for cost of replacement of the items from the employee's final paycheck and possible legal action to recover return of security sensitive items.

15.12 Gifts, Gratuities or Kickbacks. All employees are prohibited from accepting gifts or other considerations from anyone given with intent of modifying the employee's performance of duties or encouraging the employees to make purchases from the individual or business involved. Employees will maintain the highest moral standards and any attempt to influence employee's performance by a vendor or other person will be reported to the department director or elected official and to the County Manager.

- A. It is unlawful for any County employee, as defined in §13-1-28 NMSA 1978, to participate directly or indirectly in a procurement when the employee knows that the employee or any member of the employee's immediate family has a financial interest in the business seeking or obtaining a contract. An employee or any member of an employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a financial interest with regard to matters pertaining to that trust. (§13-1-190 NMSA 1978)
- B. Contingent fees prohibited. It is unlawful for a person or business to be retained or for a business to retain a person or business to solicit or secure a contract upon an agreement or understanding that the compensation is contingent upon the award of the contract, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business and persons or businesses employed by the County which are providing professional services to the County in anticipation of the receipt of federal or state grants or loans (§13-1-192 NMSA 1978).
- C. Contemporaneous employment prohibited. It is unlawful for a County employee who is participating directly or indirectly in the procurement process to become or to be, while such an employee, the employee of any person or business contracting with the County by whom the employee is employed (§13-1-193 NMSA 1978).
- D. Use of confidential information prohibited. It is unlawful for any County employee or former employee knowingly to use confidential information for actual or anticipated personal gain or for the actual or anticipated personal gain of any other person (§13-1-194 NMSA 1978).

15.13 Normal Work Hours. Normal work hours will be based on a forty (40) hour work week. All County offices shall be open from 8:00 a.m. to 5:00 p.m. Monday through Friday; unless a different forty (40) hour work schedule is approved by the elected official/department director and the County Manager. During a normal work day, the department director or elected official may authorize an unpaid full one-hour lunch breaks in accordance with departmental scheduling needs.

15.14 Reduced Work Hours. The Board may reduce the number of work hours by resolution if the Board determines that the County budget will not sustain the normal work hours. Reduced work hours will apply to all full time employees of the County, with the possible exception of those employees in safety-sensitive or security-sensitive positions.

15.15 Separation from Service with the County. Upon an employee's termination or resignation from the County, he or she will be entitled to an exit interview process with the Human Resources Director, and the elected official and/or the department director.

SECTION XVI: AUTHORITY

16.1 Rules. These rules are promulgated on the authority granted in state and federal law and the Ordinance providing for these Rules.

16.2 Savings Clause. If any article, section, paragraph, clause, word or phrase of this Ordinance is held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION XVII: REPEAL OF FORMER PERSONNEL POLICY

Cibola County Ordinance 2006-02 is repealed, as well as all other Cibola County Ordinances or Resolutions relating to personnel which are in conflict with the above provisions, by the adoption of this Ordinance.

APPROVED, ADOPTED, AND PASSED on this _____ day of _____, 2016.

EFFECTIVE: _____, 2016

BOARD OF COUNTY COMMISSIONERS

Robert Armijo
Commissioner, District I

T. Walter Jaramillo
Commissioner, District II

Jack Molerres
Commissioner, District III

Pat Simpson
Commissioner, District IV

Lloyd Felipe
Commissioner, District V

Attest:

Lisa Bro
Cibola County Clerk

EMPLOYEE ACKNOWLEDGEMENT FORM

CIBOLA COUNTY EMPLOYEE RECEIPT OF PERSONNEL POLICY ORDINANCE 2016-____.

I _____ acknowledge that on _____
(print name of employee) (date)

I received an electronic/hard copy of the Cibola County Personnel Policy Ordinance 2016-____. I understand that the Personnel Policy is the law that controls, explains and provides the terms of and conditions of my employment with the County of Cibola. I further understand that I am responsible for compliance with all Cibola County Policies, which can be found on the County's website at [www._____](http://www.____). I further understand that this receipt will be placed in my employment file as evidence of my having been given a copy the policy.

(Signature of Employee)



**Board of County Commissioners
Resolution 16-48**

**A Resolution
Relating to the Use of Public Buildings or Properties, such as
Community Centers, Meeting Rooms or Parks, by Individuals,
Groups and Other Non-County Entities**

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to “protect generally the property of its municipality and its inhabitants” and to “preserve peace and order”; and,

WHEREAS, NMSA 1978, Section 4-38-13 (1876) provides that the Board of County Commissioners shall have power at any session to make such orders concerning the property belonging to the County as they may deem expedient; and,

WHEREAS, NMSA 1978, Section 4-38-16 (1876) provides that the Board of County Commissioners shall have power to build and keep in repair all County buildings; and,

WHEREAS, NMSA 1978, Section 30-20-13 (1981) prohibits the interference with members of staff, public officials or the general public on County property, trespass and damage to County property and provides for penalties; and,

WHEREAS, the Board of County Commissioners has determined that the health, safety and general welfare of residents of Cibola County, and the efficient, safe and orderly conduct of County business by County officials, employees, service-providing organizations and members of the public would best be served by the adoption of a policy regulating conduct within County buildings, such as community centers, utilized for non-County events or activities.

NOW, THEREFORE BE IT RESOLVED that the governing body of Cibola County establishes this policy regulating use and conduct within County buildings for non-County events and activities, as follows:

I. INTENT OF POLICY

A. The intent of this policy is to regulate conduct within County-owned or leased buildings or facilities, so as to promote the efficient, safe, and orderly use of County buildings or properties, including community centers, senior centers, and fire stations, for non-county events or activities by County officials, employees, service-providing organizations and members of the public.

B. This policy prescribes the rules and regulations under which County-owned buildings or property may be made available for use by community organizations, service-providing organizations, or individuals and groups.

C. Questions concerning the interpretation of this policy will be referred to the County Manager or his/her designee.

II. PRIMARY USE

Cibola County buildings and properties are first and foremost for the use of residents of the County. When a building or property is not in use by a program administered by the County, the State, or the United States government, (depending on specific funding or grant/loan restrictions) for the benefit of Cibola County residents, the facilities may be reserved by individuals, social groups, educational groups, service-providing groups, hobby, civic, cultural, community service organizations, and religious groups.

III. APPROVED PERMITS

A. Permission for use of a County building or property is granted upon the condition that all rules and regulations governing the use of the facility shall be followed, as permission may be revoked at any time for failure to do so.

B. Individuals, social groups, educational groups, service-providing groups, hobby, civic, cultural, community service organizations, and religious groups wishing to use a County building or property must make application (see Exhibit A) at least five (5) working days in advance of the proposed date of use.

C. The Board of County Commissioners will sponsor all governmental, educational, cultural, and instructional public events, provided that they are open to all county residents, not political, advertised, and that they constitute a low-risk event as defined by the Tenant Users Liability Insurance Program (“TULIP”), provided that a release is executed by the organizer of the event. The form of release is enclosed as Exhibit C to this Resolution.

D. Permits are issued on a first come, first served basis for non-governmental functions. Permission will depend on availability of staff and space.

E. All permits shall be applied for and issued by the County upon recommendation by the Public Works Director or his/her designee. A permit denial is appealable to the Board of County Commissioners pursuant to the appeals process set forth in Section 154.062.

F. A refundable clean-up and security deposit must accompany the application. The application will not be issued if it is missing. Reservation of the date and facility will not be made until the completed application and deposit are received. The Certificate of Insurance should accompany the application. However, if this is not possible, the Certificate of Insurance must be on file with the County at least two (2) days prior to the event.

G. The County Manager or his/her designee has the right to revoke any permit due to unforeseen circumstances, or infractions of the policies. A revocation of the permit may be appealed to the Board of County Commissioners pursuant to the appeals process set forth in Section 154.062.

H. The Board of County Commission may appoint residents from the Community to open/close facility and advise the County Manager/ Public Works Director of any events being held. The keys for the Community will centralized in the Public Works Director or his/her designee.

IV. FEES

All individual and group (see Exhibit A) events and activities will be required to compensate Cibola County and its residents for use of County facilities, except as otherwise provided in Section III(C) of this Policy. Compensation will include some or all of the following components:

- Cleaning/Damage Deposit (refundable)
- Open/Closing Fee (non-refundable)
- Activity Rental Fee (per day/per hour/per activity) for all private uses (non-refundable)
- TULIP Insurance Cost (non-refundable)

The Damage Deposit may be returned following inspection of the event/activity once the County facility is found to be in a condition similar prior to its use by an individual or group. A memo from the Public Works Department will be issued to the Treasurer's office to reimburse all or part of the damage deposit, depending on any clean-up or damage issues (see Sections V and VI).

A. Fees (as defined in Exhibit A) will only be accepted by the Cibola County Treasurer's Office. Cash, checks, or money orders will be accepted. Receipts will be issued to the individual renting County facilities or property.

V. CERTIFICATE OF INSURANCE

A. Except as provided in Section III(c) herein, all individual and group events and activities that are not sponsored by the County as provided herein will be required to provide a Certificate of Insurance in the amount of one million dollars (\$1,000,000) naming Cibola County as "Additional Insured" prior to use of the building or facility. Vendors related to groups or individuals using a County building or facility shall provide a copy of the Facility Use Permit and Certificate of Insurance to the Public Works Director, or his/her designee.

1. Insurance may be obtained through the County's carrier, the New Mexico Association of Counties, through its Tenant Users Liability Insurance Program (TULIP). Except as otherwise provided herein, insurance must be obtained prior to the requested use of the County Facility. See Exhibit C for information regarding purchasing TULIP insurance.

2. Insurance may also be obtained through a private insurance company by the responsible individual hosting the event/activity. The insurance requirements must be the same as listed in (A) and must be obtained prior to use of the County facility.

VII. SECURITY

A. All groups and individuals using the facility are responsible for the contents and security of the building and property.

B. Opening and closing of a building will be performed by a County employee, or their designee, as part of the building usage agreement to ensure condition of the facility and its contents before and after and event/activity.

C. Except as provided in Section III(C) herein, a clean-up and security deposit of not less than one hundred dollars (\$100) is required of all individuals/groups using a County building. There may also be a fifty dollar (\$50) damage and security deposit required for the use of the kitchen facilities (if applicable). A one-time four hundred dollars (\$400) clean-up and security deposit may be required for events or activities that have previously used a County building and have left the building or property in an untidy or dilapidated condition.

B. Except as provided by Section III(C) herein, individuals or groups using the facility on a regular basis (i.e. every first Thursday of the month) may only be required a single damage deposit for all its events and may have the deposit returned following the final date of scheduled use.

C. In buildings where kitchen facilities are available for use, the kitchen must be maintained to a commercial standard if the building is currently maintained to a commercial standard. Strict adherence to kitchen policies and procedures is required. Failure to do so will result in denial of future permit requests.

VIII. DAMAGES

A. The individual responsible for the group and the group as a whole shall be responsible for all damage to the County building or property.

B. Groups and individuals allowed to use a County building or property must leave the space in an acceptable condition.

C. All damages to the County building or property will be the responsibility of the user, and cost of any damages will be deducted from the security deposit. Any additional expenses to repair or clean-up above and beyond the collected security deposit will be billed directly to the responsible individual.

D. The group or individual will be notified within thirty-six (36) hours of the damage and provided an itemized list of damages and estimated cost of repairs and/or clean-up. Payment for damages will be deducted from the clean-up and security deposit. Any additional billed amount above the collected security deposit will be required to be paid to the County within thirty (30) days of receipt of notice from the County. Failure to make payment will result in suspension of further use of any County building or property.

IX. PREPARATION AND CLEAN-UP

Users of a County building or property are responsible for any changes in room arrangements prior to use and all clean-up after. This must be done within the time frame for which the County building or property has been reserved. Any expense for special clean-up and/or restoring room arrangements performed by County staff as a result of non-compliance with this provision will be deducted from the clean-up and security deposit.

X. CANCELLATIONS

A. Any changes/cancellation in a scheduled reservation must be made at least two days prior to the requested date. The changes/cancellation must be made to the Public Works Department in writing.

B. If cancellation is made two (2) days or more in advance of the event or activity, all fees will be reimbursed.

C. Changes to an event or activity which will require additional fees will require those fees be collected by the Public Works Department prior to the event or activity. Changes that may reduce previously collected fees will be recalculated and any refunds will be made at the conclusion of the event or activity.

D. Notification of cancellation to members of the private group or organization is the sole responsibility of the organizer.

XI. CONDUCT

The applicant responsible for the permit is required to observe and insure that County rules and regulations are observed and adhered to, and that persons associated with their activity or event

shall respect all County property, personal property rights of others, and avoid unnecessary noise disruption to neighbors.

XII. PROHIBITED CONDUCT

The following conduct shall be prohibited upon county property.

- A. **Smoking.** Smoking is not permitted within County buildings, in compliance with the New Mexico Clean Indoor Air Act, NMSA 1978, § 24-16-1 *et seq.* (1985) and Cibola County Policy. The ordinance is on file in the Office of the County Manager or Office of the County Clerk.

- B. **Weapons.** Use, possession or storage of any weapon on all county property is expressly prohibited. This section shall not apply to a law enforcement officer acting in the lawful performance of his or her duties, or to personnel of the District Attorney's Office.

- C. **Animals.** Animals of any kind are prohibited from entry into County buildings except for qualified assistance animals or at the Animal Control Center. Any person with a qualified assistance animal shall be liable for any damage done by his or her qualified assistance animal.

- D. **False Alarms.** Initiating or causing to be initiated any false report, warning or threat of fire, explosion or other emergency is prohibited at county buildings. Misusing or damaging fire safety equipment on County property is prohibited.

- E. **Controlled Substances.** The use, possession, or distribution of any controlled substance or illegal drug in a County building or on County property is prohibited.

- F. **Alcoholic Beverages.** The use, possession or distribution of alcoholic beverages in any County building is prohibited.

- G. **Fireworks.** Use or possession of allowed fireworks per the current Ordinance pertaining to the Sale and Use of Fireworks in the unincorporated Areas of Cibola County, unless expressly authorized in writing by the County Manager, is prohibited.

XI. LIMITATIONS

- A. Nothing in this policy shall be construed to prevent lawful assembly and peaceful and orderly petition for the redress of grievances, including any labor dispute.

- B. Nothing in this policy shall limit the County Manager in adopting additional rules and regulations as such may be required from time to time or in enforcing laws, regulations or policies to insure the protection and security of County buildings or facilities.

XIII. EXHIBITS

Exhibit A – Building Usage Application

Exhibit B – NMAC Tulip

Exhibit C – Release Form

PASSED, APPROVED AND ADOPTED on this ____ day of _____, 2016

BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF CIBOLA

T. Walter Jaramillo, Chairman

Patrick Simpson, Member

Robert Armijo, 1st Vice-Chairman

Lloyd F. Felipe, Member

Jack Molerres, 2nd Vice-Chairman

Attested:

Elisa Bro, Cibola County Clerk

Exhibit B

NMAC TULIP (Tenant Users Liability Insurance Program)

TULIP Insurance must be purchased through the One Beacon Insurance Group if not purchased through a private insurance organization (i.e. homeowner's insurance). Insurance may only be obtained through One Beacon's website. Instructions for obtaining insurance are as follows:

1. Go to the One Beacon Insurance Group website at www.onebeaconentertainment.com
2. On the main page, under "TULIP – Event Insurance" click "Purchase or Quote".
3. You will be taken to the quote page. Enter Cibola County's Venue ID Code: OB31-023, and follow the instructions as they take you through their on-line form.
4. You will be prompted through a number of screens to provide such information as the type of event you are planning, the number of attendees, and the date of the event.
5. Once you complete the necessary information, you will be provided with a quote for the TULIP insurance
6. Continue to following the instructions to pay for and print your documentation for insurance.
7. Provide a copy (either email or hard copy) to the Cibola County Public Works Department for your event.

A copy of the Insurance must be on file with Cibola County Public Works Department two (2) days prior to the event for non-county sponsored events.

Exhibit C

Building Usage Waiver Form

Please read the following carefully. If you have any questions, have them answered before signing this document. (Please Print Legibly)

I, _____ (name), in exchange and consideration for being allowed to utilize the authorized County facilities pursuant to the County's Building Usage Policy, hereby release and waive and hold harmless the County of Cibola its elected officials, officers, agents and employees, from and against any and all claims, demands or causes of action of any type whatsoever, including property damage, personal injury or death arising out of or in any way relating to my use of the County Facility.

By signing this waiver of liability and release, I acknowledge that I have read and understood this document and fully agree to its terms and conditions.

Signature

Date



2016 Rural Action Caucus (RAC) Symposium Meeting Agenda

DRAFT

Wednesday, December 7

7:00 p.m. – 8:30 p.m.

RAC Welcome Reception

TBA

Thursday, December 8

7:30 a.m. – 5:30 p.m.

RAC Meeting
(includes breakfast)

DoubleTree Downtown

11:30 a.m. – 1:30 p.m.

RAC Luncheon

DoubleTree Downtown

5:30 p.m. – 7:00 p.m.

BOD/RAC Opening Reception

Florida Governor's Mansion

7:00 p.m. – 10:00 p.m.

RAC Dinner

TBA

Friday, December 9

7:30 a.m. – 9:00 a.m.

RAC/BOD Breakfast

DoubleTree Downtown

9:00 a.m. – 2:00 p.m.

RAC Tall Timbers Mobile Workshop

Tall Timbers

2:30 p.m.

Adjourn

Julie Quintana

From: Yvette Hernandez <yhernandez@co.cibola.nm.us>
Sent: Wednesday, September 21, 2016 8:40 AM
To: julieq@co.cibola.nm.us
Subject: FW: Travel to RAC meeting
Attachments: IMG_0137.JPG; Untitled attachment 00078.txt; IMG_0136.JPG; Untitled attachment 00081.txt

-----Original Message-----

From: Lloyd F. Felipe [mailto:lloyd.felipe60@yahoo.com]
Sent: Thursday, September 8, 2016 6:17 PM
To: Hernandez Yvette <yhernandez@co.cibola.nm.us>
Subject: Travel to RAC meeting

Yvette I'm sending you my recent reappointment to NACO RAC committee. A symposium/meeting will happen on December 7-9 in Tallahassee FL. Would you check with Arthur Scott, NACO on what costs will be picked up by NACO? I made hotel Rez to make sure I have a room but it can be cancelled if need be. Thanks.



CIBOLA COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION 16-25

A RESOLUTION

ADOPTING A TRAVEL POLICY RELATING TO THE REIMBURSEMENT AND TRAVEL
FOR PER DIEM AND MILEAGE EXPENSES FOR PUBLIC OFFICERS AND EMPLOYEES OF
THE COUNTY WHILE ON OFFICIAL COUNTY BUSINESS

WHEREAS, the Board of County Commissioners met in a Special Meeting on
Wednesday, May 5, 2016 at 6:30 p.m. at 515 West High Street, Grants, New Mexico; and,

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties
pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to “protect generally the
property of its municipality and its inhabitants” and to “preserve peace and order”; and,

WHEREAS, Section 4-37-1 *et seq.* NMSA 1978 provides that counties may adopt
Replaces, not inconsistent with statutory or constitutional limitations placed on counties, to
discharge those powers necessary and proper to provide for the safety, preserve the health,
promote the prosperity and improve the morals, order, comfort and convenience of the county
and its inhabitants; and,

WHEREAS, NMSA 1978, Section 4-38-13 (1876) provides that the board of county
commissioners shall have power at any session to make such orders concerning the property
belonging to the county as they may deem expedient; and,

WHEREAS, the state Per Diem and Mileage Act (§§10-8-1 to 10-8-8 NMSA 1978) and
the state Administrative Code (2.42.2 NMAC) governs the reimbursement for travel of all public
officers and employees of local public bodies; and

WHEREAS, the state Per Diem and Mileage Act authorizes the County to adopt, by
resolution, regulations relating to the Per Diem and Mileage act including reducing or
eliminating per diem and mileage reimbursement (§10-8-8B NMSA 1978);

NOW THEREFORE, BE IT RESOLVED, that the Board of County Commissioners
adopts this policy for public officers and employees for mileage and per diem reimbursement,
such as travel expenses, attending meetings, or travel advance.

Section 1. PURPOSE.

The purpose of this policy is to establish guidelines and set allowable rates for compensation of travel expenses and to provide guidance when traveling for the purpose of conducting official county business.

Section 2. DEFINITIONS.

A. **Designated Post of Duty** means the address of a public officer or employee's assignment as determined by the County.

B. **Employee** means any person who is in the employment of the County whose salary is paid either completely or partially from public money but does not include jurors or jury commissioners.

C. **Home** means 1) for per diem purposes, the area within a 35-mile radius of the place of legal residence as defined in §1-1-7 NMSA 1978, and 2) for mileage purposes, the place of legal residence as defined in §1-1-7 NMSA 1978.

D. **Mileage and Per Diem Rates** means the rate that is paid to a public officer or employee as compensation for travel expenses incurred while conducting official county business away from home or away from their designated post of duty within the state or out of state.

E. **Out of State** means beyond the exterior boundaries of the state of New Mexico.

F. **Official County Business** means business directly associated with County government and duties directly related to primary functions of county government and responsibilities.

G. **Public officer** means every elected or appointed officer of the County, including but not limited to all board, advisory board, committee and commission members elected or appointed to a special or advisory board, committee or commission specifically authorized by law or County ordinance, resolution or approved action of the Board of County Commissioners (hereinafter "Board"). "Special" boards, committees or commissions are those adopted by County ordinance, while "advisory" boards, committees or commissions are those adopted by resolution or motion of the Board and typically are temporary or ad hoc in nature.

H. **Travel** means, for per diem purposes, being on official business away from home as defined in "Home" above and at least 35 miles from the designated post of duty of the public officer or employee.

Section 3. REQUESTS FOR TRAVEL.

A. Requests for in state travel, except as otherwise noted, by an officer or employee shall be approved by the County Manager. The Fiscal Officer or County Manager shall review all travel requests for budgetary sufficiency. The officer or employee shall make the request for travel prior to the anticipated dates of travel for all travel, except in a case deemed to be an emergency as determined by the County Manager. In such case, the County Manager shall determine if the

travel is to be approved or await approval of the Board, if applicable. All travel requests that require Board approval must be submitted with an "Agenda Request Form" in sufficient time for the Board to consider the request at the next regularly scheduled Board meeting. Submitting a travel request late for timely Board action will not constitute an emergency.

B. Requests for out of state travel, except as otherwise noted, by an officer or employee shall be approved by the Board of County Commissioners. The Fiscal Officer or County Manager shall review all travel requests for budgetary sufficiency. The officer or employee shall make the request for travel prior to the anticipated dates of travel for all travel, except in a case deemed to be an emergency as determined by the County Manager. In such case, the County Manager shall determine if the travel is to be approved or await approval of the Board, if applicable. All travel requests that require Board approval must be submitted with an "Agenda Request Form" in sufficient time for the Board to consider the request at the next regularly scheduled Board meeting. Submitting a travel request late for timely Board action will not constitute an emergency. Any County Official traveling out of state shall submit a written report within two weeks of return and/or provide an oral report at a meeting of the Board.

C. The request for travel – see SC Travel Request and Voucher form, Attachment A – shall include all necessary information, such as the traveler's name, the purpose of the requested travel, the dates and destination of travel and appropriate brochures or other information detailing the travel. The form shall be filled out to show the anticipated cost for travel, registration fees, cost of mode of transportation and other relevant information.

Section 4. ALLOWABLE MILEAGE COMPENSATION.

A. County vehicles shall be utilized whenever possible to conduct official business. If, due to special circumstances, a county vehicle is not available for use in conducting County business, the County Manager may approve the use of a personal vehicle. Necessary information regarding the personal vehicle is to be filled in on the SC Travel Request and Voucher form where indicated on the form. Actual mileage traveled will be reimbursed pursuant to the Traveler certifying the beginning and ending odometer reading as true and correct.

B. Travel by County or personal vehicle shall be made via the shortest and safest route possible. If mileage submitted for reimbursement appears excessive, for in state travel -- a mileage chart of the official state map published by the NM Department of Transportation or internet mileage calculator shall be used as estimated mileage reimbursement and for out of state travel the most recent edition of the Rand-McNally road atlas or internet mileage calculator shall be used as estimated mileage reimbursement. Google maps is also acceptable. Gasoline receipts are not a reimbursable item and under no circumstances shall an officer or employee fuel a personal vehicle with county fuel in lieu of mileage compensation.

Section 5. PER DIEM RATES PRORATION.

A. **Applicability.** Per diem rates shall be paid to public officers and employees only in accordance with the provisions of this section. Per diem rates shall be paid without regard to whether expenses are actually incurred. Where lodging and/or meals are provided or paid for by

the County or another entity, the public officer or employee is entitled to reimbursement only for actual expenses under Section 6 of this policy (2.42.2.9 NMAC).

B. Per diem rate computation: Except as provided in Subsections C through G of this Section, per diem rates for travel by public officers and employees shall be computed as follows:

1. Partial day per diem rate: Public officers or employees who occasionally and irregularly travel shall be reimbursed for travel which does not require overnight lodging, but extends beyond a normal work day as follows:

- a. for less than 2 hours of travel beyond normal work day, **none**;
- b. for 2 hours, but less than 6 hours beyond the normal work day, **\$12.00**;
- c. for 6 six hours, but less than 12 hours beyond the normal work day, **\$20.00**;
- d. for 12 hours or more beyond the normal work day, **\$30.00**;
- e. "Occasionally and irregularly" means not on a regular basis and infrequently as determined by the County Manager.
- f. "Normal work day" means 8 hours within a nine-hour period for all public officers and employees both salaried and non-salaried, regardless of the officers' or employees' regular work schedule.

2. Overnight travel: Regardless of the number of hours traveled, travel for public officers and employees where overnight lodging is required shall be reimbursed as follows:

- a. in state areas, **\$85.00**;
- b. in state special areas, **\$135.00**;
- c. out of state areas, **\$115.00**;
- d. or actual lodging and meal expenses under 2.42.2.9 NMAC.

3. Return from overnight travel: On the last day of travel when overnight lodging is no longer required, partial day reimbursement shall be made. To calculate the number of hours in the partial day, begin with the time the traveler initially departed. Divide the number of hours traveled by 24. The hours remaining constitute the partial day, which shall be reimbursed as follows:

- a. for less than 2 hours, **none**;
- b. for 2 hours, but less than 6 hours, **\$12.00**;
- c. for 6 hours or more, but less than 12 hours, **\$20.00**;
- d. for 12 hours or more, **\$30.00**.

4. Special area designations: For all officers and employees, the in state special area shall be Santa Fe.

C. Board, commission and committee members: Nonsalaried public officers may receive per diem as follows:

1. Board, commission and committee meetings:

The only non-salaried public officers' eligible for per diem for attending meetings are those designated by Board resolution.

2. **Other official meetings:** Nonsalaried public officers may receive per diem rates for travel on official business that does not constitute a board, advisory board, committee or commission meeting only in accordance with Subsection B of this section, when approved in advance as set forth in Section 3 A.

3. **Members serving in dual capacities:** Nonsalaried public officers who also serve as public officers or employees of state agencies or local public bodies may receive mileage or per diem rates from only one public entity for any travel or meeting attended. Furthermore, nonsalaried public officers who are also public officers or employees may not receive per diem rates for attending meetings held in the place of their home or at their designated posts of duty unless they are on leave from their positions as public officers or employees.

D. **Temporary assignment:** Public officers and employees may be reassigned temporarily to another duty station.

1. **Routine reassignment:** Public officers and employees subject to periodic reassignment of duty stations or districts as a normal requirement of their employment will not be eligible for per diem rates after the time of arrival at the new duty station or district.

E. **Travel for educational purposes:** A public officer or employee shall not be reimbursed for more than 30 calendar days of per diem in any fiscal year for attending educational or training programs unless approval has been obtained from the Board.

F. **Per diem in conjunction with other leave:** While traveling, if a public officer or employee takes sick, annual or authorized leave without pay for more than four hours of the normal work day, per diem shall not be allowed for that day unless authorized in writing by the Elected Official/Department Head and the County Manager.

G. **Illness or emergency:** Elected officials with approval of the County Manager may grant permission, in writing, to pay per diem rates and travel reimbursement to an employee or public officer who becomes ill or is notified of a family emergency while traveling on official business and must either remain away from home or discontinue the official business to return home.

Section 6. REIMBURSEMENT OF ACTUAL EXPENSES IN LIEU OF PER DIEM RATES.

A. **Applicability:** Upon written request of a public officer or an employee, the Board or the County Manager as applicable pursuant to the requirements of Section 3 A may grant written approval for a public officer or employee of the County to be reimbursed actual expenses in lieu of the per diem rate where overnight travel is required.

B. **Overnight travel:** For overnight travel for public officers and employees where overnight lodging is required, the public officer or employee will be reimbursed as follows:

1. **Actual reimbursement for lodging:** A public officer or an employee may elect to be reimbursed actual expenses for lodging not exceeding the single occupancy room charge

(including tax) in lieu of the per diem rate set forth in this Section. Whenever possible, public officers and employees should stay in hotels, which offer government rates. Public officers or employees who incur lodging expenses in excess of \$215.00 per night must obtain the signature of the County Manager on the travel voucher prior to requesting reimbursement and on the encumbering document at the time of encumbering the expenditure.

2. **Actual reimbursement for meals:** Actual expenses for meals are limited by this policy and §10-8-4(K)(2) NMSA 1978 to a maximum of \$30.00 for in-state travel and \$45.00 for out-of-state travel for a 24-hour period.

3. **Receipts required:** The public officer or employee must submit receipts for the actual meal and lodging expenses incurred. Under circumstances where the loss of receipts would create a hardship, an affidavit from the officer or employee attesting to the expenses may be substituted for actual receipts. The affidavit must accompany the travel voucher and include the signature of the elected official. The affidavit shall be in a form approved by the County Manager.

C. **Return from overnight travel:** On the last day of travel when overnight lodging is no longer required, partial day reimbursement shall be made. To calculate the number of hours in the partial day, begin with the time the traveler initially departed on the travel. Divide the total number of hours traveled by 24. The hours remaining constitute the partial day, which shall be reimbursed as follows:

1. for less than 2 hours, **none**;
2. for 2 hours but less than 6 hours, **\$12.00**;
3. for 6 hours or more, but less than 12 hours, **\$20.00**;
4. for 12 hours or more, **\$30.00**;
5. no reimbursement for actual expenses will be granted in lieu of partial day per diem rates.

Section 7. TRAVEL ADVANCES.

A. **Authorizations:** Upon written request accompanied by a travel voucher, the Board or County Manager, as appropriate may approve a public officer's or employee's request to be advanced up to 80 percent of per diem rates and mileage cost or for the actual cost of lodging and meals pursuant to Sections 5 and 6 and for other travel expenses that may be reimbursed under Section 8. Requests for travel advances shall not be submitted to the Business Manager more than two weeks prior to travel unless, by processing the request earlier, significant savings can be realized for travel by common carrier or for registration fees for seminars and conferences.

B. **Travel period:** A travel advance may be authorized for public officers and employees who travel continually throughout the month. Payment shall be made only upon vouchers submitted with attached authorization for each travel period. Where a travel advance is made for the public officer or employee shall remit, within 5 working days of the return from the trip, a refund of any excess advance payment to the County. The County shall deposit the refund and reduce the

disbursement recorded when the money was advanced. Monthly advances will not be authorized under this policy.

C. County records: The Business Manager or his/her designee is responsible for maintaining records of travel advances authorized by the County.

1. **Employee ledgers:** The County shall keep individual employee ledgers for travel advances. The ledger shall include the following information to provide an adequate audit trail: employee name, travel voucher number, fiscal year, date of travel advance, date of destination, per diem advance, per diem earned, and additional per diem or refund due.

2. **Year-end closing:** The County shall review all travel advances prior to the end of the fiscal year and collect or pay all outstanding amounts, if possible. Any receivables or payables outstanding at year-end must be recorded on the books and records of the County.

Section 8. MILEAGE-PRIVATE CONVEYANCE.

A. Applicability: Mileage accrued in the use of a private conveyance shall be paid only in accordance with the provisions of this Section.

B. Rate: Public officers and employees of the County shall be reimbursed for mileage accrued in the use of a private automobile or aircraft in the discharge of official duties as follows:

1. privately owned automobile, 80% of the Internal Revenue Service standard mileage rate set January 1 of the previous year, for each mile traveled in a privately owned vehicle. This rate will be automatically adjusted on July 1 of each fiscal year.
2. privately owned airplane, eighty-eight (**\$0.88**) per nautical mile.

C. Privately owned automobile: For conveyance in the discharge of official duties by privately owned automobile, mileage accrued shall be reimbursed at the rate set forth in this section as follows:

1. pursuant to the mileage chart of the official state map published by the state department of transportation for distances in New Mexico or the most recent edition of the Rand-McNally road atlas for distances outside of New Mexico or an internet mileage calculator; or
2. pursuant to actual mileage if the beginning and ending odometer reading is certified as true and correct by the traveler; and
 - a. the destination is not included on the official state map or on the Rand-McNally road atlas, or,
 - b. at the destination(s) of the public officer or employee, the public officer or employee was required to use the private conveyance in performance of official duties.

D. Privately owned airplane: Mileage accrued in the use of a privately owned airplane shall be reimbursed at the rate set forth in this Section as follows:

1. pursuant to the New Mexico aeronautical chart published by the state department of transportation, aviation division, for distances in New Mexico and other states' air maps for distances outside of New Mexico; or
2. pursuant to actual air mileage if certification is provided by the pilot, or a beginning and ending reading of actual mileage if the reading is certified as true and correct by the traveler, and the destination is not included on an air map.

E. Reimbursement limit for out of state travel: Total mileage reimbursement for out of state travel by privately owned automobile or privately owned airplane shall not exceed the total coach class commercial airfare that would have been reimbursed those traveling had they traveled by common carrier.

F. Additional mileage provision: Mileage accrued while on official business shall be reimbursed for travel on official business. An elected official with approval of the County Manager may authorize by memorandum reimbursement for mileage from a point of origin farther from the destination than the designated post of duty in appropriate circumstances. The memorandum must accompany the payment voucher. If official business is transacted while commuting from home to post of duty or from post of duty to home, mileage shall not be paid for the number of miles between post of duty and home. Odometer readings showing additional miles accrued for official business must be provided to the department for payment.

Section 9. REIMBURSEMENT FOR OTHER EXPENSES.

Public officers and employees may be reimbursed for certain actual expenses in addition to per diem rates.

A. Receipts not required: Public officers and employees may be reimbursed without receipts for the following expenses in an amount of \$6.00 per day not to exceed a total of \$30.00 per trip:

1. taxi or other transportation fares at the destination of the traveler;
2. gratuities as allowed by the agency head or designee;
3. parking fees, preferred, valet or other special parking, other than handicapped, will not be considered for reimbursement; and
4. If more than \$6.00 per day or \$30.00 per trip is claimed, the entire amount of the reimbursement claim must be accompanied by receipts.

B. Receipts required: Public officers and employees may be reimbursed for the following expenses provided that receipts for all such expenses are attached to the reimbursement voucher:

1. actual costs for travel by common carrier, provided such travel is accomplished in the most economical manner practical;

2. rental cars or charter aircraft, provided less expensive public transportation is not available or appropriate;
3. registration fees for educational programs or conferences, provided, if the fee includes lodging or meals, then no per diem rates shall be paid and only actual expenses paid by the officer or employee and not included in the fee shall be reimbursed within the limits of Section 6 of this policy (2.42.2.9 NMAC); and
4. professional fees or dues that are beneficial to the agency's operations or mission.
5. Under circumstances where the loss of receipts would deny reimbursement and create a hardship, an affidavit from the officer or employee attesting to the expenses may be substituted for actual receipts. The affidavit must accompany the travel voucher and include the signature of the elected official or the County Manager. See Attachment C for a sample affidavit.

Section 10. NON-REIMBURSEABLE EXPENSES.

The following items are not eligible for reimbursement under this policy:

1. Alcoholic beverages or tobacco;
2. Personal items/expenses not associated with conducting official county business, and includes, but is not limited to: prescription or non-prescription items, souvenirs, room service,
3. Entertainment expenses;
4. Valet or preferred parking;
5. Travel expenses incurred prior or beyond the dates of approved travel or conference dates; and
6. Any expenses incurred by family members or guests traveling with the public officer or employee.

Section 11. CONDUCT WHILE TRAVELING ON OFFICIAL COUNTY BUSINESS.

Any public officer or employee shall conduct themselves in the highest professional manner while conducting official county business at all times both on and off duty.

Section 12. SAME DAY TRAVEL. *(Within 120 miles from actual post of duty)*

Same day travel will be required of all public officers and employees to and from destinations within 120 miles of the County Courthouse or the public officers or employees actual post of duty. Overnight travel will not be considered to areas within 120 miles if the actual required time to conduct official county business does not extend beyond one workday.

Section 13. ELECTED OFFICIAL PROHIBITION ON TRAVEL.

Pursuant to §10-8-5 F NMSA 1978, no reimbursement for out-of-state travel shall be made to any elected public officer, if after the last day to do so that officer has not filed a declaration of candidacy for reelection to his currently held office or has been defeated for reelection to his currently held office in a primary election or any general election. Further §10-8-5 G NMSA

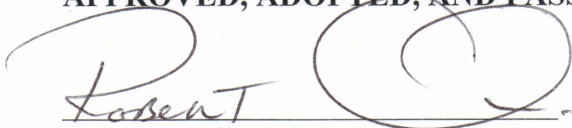
1978 states, subsection F of this section does not apply to any elected public officer who is ineligible to succeed himself after serving his term of office.

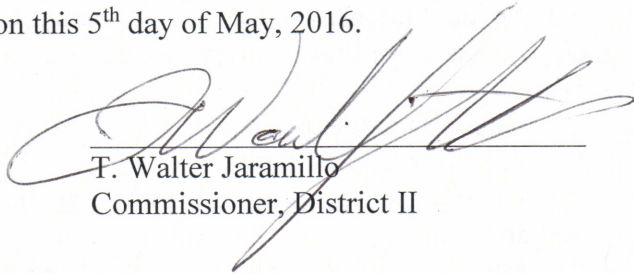
Section 14. AMENDMENTS TO POLICY, CONFLICTS WITH OTHER POLICIES.

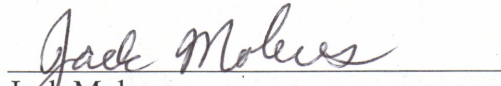
- A. Cibola County Resolution 2009-17, is hereby repealed, as well as all other Cibola County Resolutions and/or Policies relating to Travel which are in conflict with the above provisions, by the adoption of this Resolution
- B. Any changes to this policy shall be made by a duly adopted resolution of the Board.
- C. If or when there are two or more policies conflict regarding travel procedures or dealing with the subject matter contained in this policy, the more stringent policy shall govern.

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED, AND PASSED on this 5th day of May, 2016.


 Robert Armijo
 Commissioner, District I


 T. Walter Jaramillo
 Commissioner, District II


 Jack Molerres
 Commissioner, District III

ABSENT

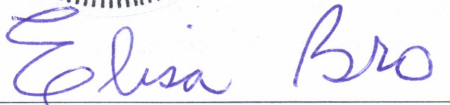
Pat Simpson
 Commissioner, District IV

ABSENT



Lloyd Felipe
 Commissioner, District V

Attest:



Elisa Bro
 Cibola County Clerk

Julie Quintana

From: Lloyd Felipe <lloyd.felipe60@yahoo.com>
Sent: Thursday, September 8, 2016 6:17 PM
To: Yvette Hernandez; julieq@co.cibola.nm.us
Subject: Fwd: RAC Updates
Attachments: DRAFT Agenda.pdf; Untitled attachment 00007.htm; mime-attachment (33.3 KB); Untitled attachment 00012.htm

Julie and Yvette here is info on NACO RAC meeting in FL. See if I can attend.

Lloyd F. Felipe Sr.
505-240-7526

Begin forwarded message:

From: Arthur Scott <ascott@naco.org>
Date: September 7, 2016 at 1:10:27 PM MDT
To: Arthur Scott <ascott@naco.org>
Subject: RAC Updates

Good afternoon/morning RAC members!

Just wanted to pass along a couple quick reminders regarding our monthly conference calls and upcoming 2016 RAC Symposium in Leon County, FL. Please see below for details. If you have any questions, please do not hesitate to contact me at any time.

Best,

Arthur

Arthur Scott
Associate Legislative Director
National Association of Counties
ascott@naco.org
(202) 942-4230
25 Massachusetts Ave., NW
Suite 500
Washington, DC 20001

**REGISTER TODAY FOR THE 2016 RAC SYMPOSIUM <<<ACTION
ITEM>>>**

If you have not done so already, please register for the 2016 RAC Symposium, December 7-9, at the Hilton Double Tree in Leon County (Tallahassee), Fla. This year's symposium will bring together county

elected officials from across the country to examine and highlight the county role in providing critical services for rural America. Members will be joined by representatives of the White House Rural Council and other policy experts and foundational leadership for an in-depth look at how counties are combating chronic poverty. A draft agenda is attached to help schedule your arrival and departure flights. If you have any questions, please do not hesitate to contact me at any time.

[CLICK HERE TO REGISTER](#)

MONTHLY RURAL ACTION CAUCUS CONFERENCE CALL

Thank you all for participating in the monthly conference call poll. **The Rural Action Caucus will host our monthly conference calls on the third Wednesday of each month at 3:00pm Eastern.** We will do our best to keep these calls to one hour. Conference call details are provided below. We have also included a recurring calendar invite for your outlook with this email. Looking forward to speaking with everyone on our next call!

NACo RAC Conference Call

September 21 (Third Wednesday)

3:00pm EST

Dial-In: 1-719-359-9722

Dial-In (toll free): 1-888-757-2790

Guest Passcode: 299194

SUSANA MARTINEZ
GOVERNOR



DUFFY RODRIGUEZ
CABINET SECRETARY DESIGNATE

RICK LOPEZ
DIRECTOR

MICHAEL MARIANO
ACTING DEPUTY DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

August 29, 2016

The Honorable T. Walter Jaramillo
Cibola County
515 West High Street
Grants, NM 87020

Dear Commissioner Jaramillo:

The final budget for your local government entity for Fiscal Year 2017, as approved by your governing body, has been examined and reviewed. The Department of Finance and Administration, Local Government Division (LGD) finds it has been developed in accordance with applicable statutes and budgeting guidelines, and sufficient resources appear to be available to cover budgeted expenditures. In addition, the *Budget Certification of Local Public Bodies* rule, 2.2.3 NMAC, requires that your entity's audit or "Agreed Upon Procedures" (per 2.2.2.16 NMAC) for Fiscal Year 2015 should have been submitted to the Office of the State Auditor as of this time. The LGD's information indicates that you are in compliance with this requirement. Therefore, in accordance with NMSA 1978, Section 6-6-2 (E) (2011), the LGD certifies your entity's final Fiscal Year 2017 budget.

Please take note that state statute requires all revenue sources be expended only for public purposes, and if applicable, in accordance with the Procurement Code, Chapter 13, Article 1, NMSA 1978. Use of public revenue is governed by Article 9, Section 14 of the Constitution of the State of New Mexico, commonly referred to as the anti-donation clause.

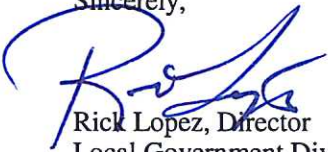
Budgets approved by the LGD are required to be made a part of the minutes of your governing body according to NMSA 1978, Section 6-6-5 (1957). In addition, NMSA 1978, Section 6-6-6 (2001) provides that the approved budget is binding on local officials and governing authorities; and any official or governing authority approving claims or paying warrants in excess of the approved budget or available funds will be liable for the excess amounts.

Due to estimated expenditures and transfers exceeding estimated revenue, the General Fund cash balance is being depleted. Careful monitoring and aggressive revenue collections is recommended to avoid financial problems in the future.

Finally, as required by NMSA 1978, Section 6-6-2 (H) (2011), LGD is required to approve all budget increases and transfers between funds not included in the final approved budget.

If you have questions regarding this matter, please call Erica Cummings of my staff at 505-827-4127.

Sincerely,


Rick Lopez, Director
Local Government Division

xc: file

New Mexico Department of Finance and Administration
 Local Government Division
 Budget Request Recapitulation
 ROUNDED TO NEAREST DOLLAR

COUNTY:
 Cibola

Fiscal Year 2016-2017

FUND TITLE	FUND NUMBER	UNAUDITED BEGINNING CASH BALANCE @ JULY 1	INVESTMENTS	BUDGETED REVENUES	BUDGETED TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
GENERAL FUND - Operating (GF)	101	\$5,493,992	\$0	6,028,408	(2,841,920)	6,472,337	\$2,208,143	1,618,084	\$590,059
CORRECTION	201	\$0	\$0	0	0	0	\$0	\$0	\$0
ENVIRONMENTAL GRANT	202	\$0	\$0	0	0	0	\$0	\$0	\$0
COUNTY PROPERTY VALUATION	203	\$320,822	\$0	55,000	0	55,000	\$320,822		\$320,822
COUNTY ROAD	204	\$699,184	\$0	1,545,834	442,977	2,481,227	\$206,768	206,769	(\$1)
EMS	206	\$70,454	\$0	37,180	0	89,771	\$17,863		\$17,863
ENHANCED 911	207	\$0	\$0	0	0	0	\$0		\$0
FARM & RANGE IMPROVEMENT	208	\$8,323	\$0	5,525	16,475	22,000	\$8,323		\$8,323
FIRE PROTECTION FUND	209	\$704,066	\$0	669,083	66,246	1,355,040	\$84,355		\$84,355
LEPF	211	\$50,333	\$0	3,800	0	81,133	0		\$50,333
LODGERS' TAX	214	\$0	\$0	0	0	0	\$0		\$0
RECREATION	217	\$0	\$0	0	0	0	\$0		\$0
INTERGOVERNMENTAL GRANTS	218	\$0	\$0	239,116	30,825	269,941	\$0		\$0
SENIOR CITIZEN	219	\$0	\$0	0	0	0	\$0		\$0
COUNTY INDIGENT FUND	220	\$990,663	\$0	450,000	0	740,000	\$700,663		\$700,663
COUNTY HOSPITAL FUND	221	\$0	\$0	0	0	0	\$0		\$0
COUNTY FIRE PROTECTION	222	\$406,829	\$0	130,000	(135,000)	90,000	\$311,829		\$311,829
DWI PROGRAM	223	\$117,061	\$0	295,308	0	310,450	\$101,919		\$101,919
CLERK RECORDING AND FILING	225	\$132,688	\$0	27,000	0	34,700	\$124,988		\$124,988
JAIL - DETENTION FUND	226	\$0	\$0	0	0	0	\$0		\$0
OTHER	299	\$5,570	\$0	447,746	510,047	957,597	\$5,766		\$5,766
CAPITAL PROJECT FUNDS	300	\$8,477,443	\$0	0	549,716	8,748,996	\$278,163		\$278,163
G. O. BONDS	401	\$0	\$0	0	0	0	\$0		\$0
REVENUE BONDS	402	\$2,267,010	\$0	3,183,538	(786,913)	2,371,625	\$2,292,010		\$2,292,010
DEBT SERVICE OTHER	403	\$21,237	\$0	0	47,728	68,754	\$211		\$211
ENTERPRISE FUNDS	500								
Water Fund		\$0	\$0	0	0	0	\$0		\$0
Solid Waste		\$0	\$0	0	0	0	\$0		\$0
Waste Water		\$0	\$0	0	0	0	\$0		\$0
Airport		\$0	\$0	0	0	0	\$0		\$0
Ambulance		\$0	\$0	0	0	0	\$0		\$0
Cemetery		\$0	\$0	0	0	0	\$0		\$0
Housing		\$0	\$0	0	0	0	\$0		\$0
Parking		\$0	\$0	0	0	0	\$0		\$0
Care of Prisoners		\$0	\$0	2,427,805	2,099,819	4,527,624	\$0		\$0
Other Enterprise (enter fund name)		\$0	\$0	0	0	0	\$0		\$0
Other Enterprise (enter fund name)		\$0	\$0	0	0	0	\$0		\$0
Other Enterprise (enter fund name)		\$0	\$0	0	0	0	\$0		\$0
INTERNAL SERVICE FUNDS	600	\$0	\$0	0	0	0	\$0		\$0
TRUST AND AGENCY FUNDS	700	\$320,388	\$0	0	0	0	\$320,388		\$320,388
GRAND TOTAL - ALL FUNDS		\$20,086,063	\$0	\$15,572,313	\$0	\$28,109,195	\$4,282,211	\$1,824,853	\$5,157,358

APPROVED (AS AMENDED) PURSUANT TO
 SECTION 6-6-2 NMSA 1978
 LOCAL GOVERNMENT DIVISION
 DATE 5/29/16
 BY [Signature]
 DEPARTMENT OF FINANCE AND ADMINISTRATION

	6/30/2014 FISCAL YEAR ACTUAL	6/30/2015 FISCAL YEAR ACTUAL	FY 2016 FINAL BUDGET 6/30/2015	VARIANCE FY2015 - FY2016 INC / (DEC) %	FY 2017 BUDGET REQUEST	VARIANCE FY2016 - FY2017 INC / (DEC) %
REVENUES						
Taxes:						
Property Tax - Current Year	2,454,071	2,877,352	2,910,942	1.17%	2,826,674	(2.89%)
Property Tax - Delinquent	273,014	686,511	240,000	(65.04%)	240,000	0.00%
Property Tax - Penalty & Interest	5,041	6,536	50,000	664.99%	50,000	0.00%
Oil and Gas - Equipment	0	0	0	n/a	0	n/a
Oil and Gas - Production	0	0	0	n/a	0	n/a
Franchise Fees	0	0	0	n/a	0	n/a
Gross receipts - Local Option	1,527,213	1,108,878	440,000	(60.32%)	450,000	2.27%
Gross Receipts - Infrastructure	67,493	73,158	60,000	(17.99%)	70,000	16.67%
Gross Receipts - Environment	97,505	111,518	73,034	(34.51%)	73,034	0.00%
Gross Receipts - Hold Harmless	0	0	0	n/a	0	n/a
Gross Receipts - Other Dedication	0	0	0	n/a	0	n/a
PILT	1,805,780	1,661,376	1,600,000	(3.69%)	1,600,000	0.00%
Intergovernmental-State Shared:						
Gross receipts - County Equalization	517,829	512,273	0	(100.00%)	0	n/a
Cigarette Tax	0	0	0	n/a	0	n/a
Gas Tax	0	0	0	n/a	0	n/a
Motor Vehicle	59,619	55,478	35,000	(36.91%)	35,000	0.00%
Other Taxes	0	0	0	n/a	0	n/a
Grants - Federal	315,634	149,473	156,749	4.87%	0	(100.00%)
Grants - State	0	0	0	n/a	25,000	n/a
Grants - Local	0	0	0	n/a	0	n/a
Legislative Appropriations	0	0	0	n/a	0	n/a
Small Counties Assistance	240,000	29,000	0	(100.00%)	0	n/a
Licenses and Permits	6,400	6,610	3,700	(44.02%)	3,700	0.00%
Charges for Services	591,268	834,035	634,500	(23.92%)	296,500	(53.27%)
Fines And Forfeits	16,874	9,207	10,000	8.61%	10,000	0.00%
Interest on Investments	143,592	16,438	7,500	(54.37%)	7,500	0.00%
Miscellaneous	511,923	357,422	341,000	(4.59%)	341,000	0.00%
TOTAL GENERAL FUND REVENUES	8,633,256	8,495,266	6,562,425	(22.75%)	6,028,408	(8.14%)
EXPENDITURES						
Executive-Legislative	2,126,239	1,059,269	1,079,781	1.94%	1,023,543	(5.21%)
Judicial	17,888	38,905	27,550	(29.19%)	32,375	17.51%
Elections	141,084	208,931	256,957	22.99%	298,130	16.02%
Finance & Administration	1,945,596	1,880,697	2,446,140	30.07%	2,362,384	(3.42%)
Public Safety	1,487,703	1,573,307	1,825,302	16.02%	1,803,087	(1.22%)
Highways & Streets	0	0	0	n/a	0	n/a
Senior Citizens	0	0	0	n/a	0	n/a
Sanitation	178,109	185,935	110,000	(40.84%)	187,000	70.00%
Health and Welfare	51,520	43,520	49,620	14.02%	53,520	7.86%
Culture and Recreation	126,837	163,761	351,350	114.55%	282,804	(19.51%)
Economic Development & Housing	44,000	44,000	55,108	25.25%	69,000	25.21%
Other - Miscellaneous	371,812	363,585	478,574	31.63%	360,494	(24.67%)
TOTAL GENERAL FUND EXPENDITURES	6,490,789	5,561,910	6,680,382	20.11%	6,472,337	(3.11%)
OTHER FINANCING SOURCES						
Transfers In	5,440,167	0	781,013	n/a	807,939	3.45%
Transfers (Out)	(4,812,324)	(2,298,914)	(2,272,064)	(1.17%)	(3,649,859)	60.64%
TOTAL - OTHER FINANCING SOURCES	627,843	(2,298,914)	(1,491,051)	(35.14%)	(2,841,920)	90.60%

SPECIAL REVENUES	FUND NUMBER	6/30/2014 FISCAL YEAR ACTUAL	6/30/2015 FISCAL YEAR ACTUAL	FY 2016 FINAL BUDGET 6/30/2015	VARIANCE FY2015 - FY2016 INC / (DEC) %	FY 2017 BUDGET REQUEST	VARIANCE FY2016 - FY2017 INC / (DEC) %
CORRECTIONS REVENUES	201						
Correction Fees	201	0	0	0	n/a	0	n/a
Miscellaneous	201	0	0	0	n/a	0	n/a
TOTAL Revenues		0	0	0	n/a	0	n/a
EXPENDITURES	201	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES							
Transfers In	201	0	0	0	n/a	0	n/a
Transfers (Out)	201	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	n/a	0	n/a
ENVIRONMENTAL REVENUES	202						
GRT - Environmental	202	0	0	0	n/a	0	n/a
Miscellaneous	202	0	0	0	n/a	0	n/a
TOTAL Revenues		0	0	0	n/a	0	n/a
EXPENDITURES	202	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES							
Transfers In	202	0	0	0	n/a	0	n/a
Transfers (Out)	202	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	n/a	0	n/a
PROPERTY VALUATION REVENUES	203						
Administrative Fee	203	58,876	97,753	55,000	(43.74%)	55,000	0.00%
Miscellaneous	203	0	0	0	n/a	0	n/a
TOTAL Revenues		58,876	97,753	55,000	(43.74%)	55,000	0.00%
EXPENDITURES	203	40,938	20,214	50,517	149.91%	55,000	8.87%
OTHER FINANCING SOURCES							
Transfers In	203	0	0	0	n/a	0	n/a
Transfers (Out)	203	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	n/a	0	n/a
EMS REVENUES	206						
State EMS Grant	206	58,600	50,805	39,026	(23.18%)	37,180	(4.73%)
Miscellaneous	206	24,000	6,000	0	(100.00%)	0	n/a
TOTAL Revenues		82,600	56,805	39,026	(31.30%)	37,180	(4.73%)
EXPENDITURES	206	84,716	34,279	49,113	43.27%	89,771	82.78%
OTHER FINANCING SOURCES							
Transfers In	206	0	0	0	n/a	0	n/a
Transfers (Out)	206	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	n/a	0	n/a
E911 REVENUES	207						
State-E-911 Enhancement	207	0	0	0	n/a	0	n/a
Network & Data Base Grant	207	0	0	0	n/a	0	n/a
Miscellaneous	207	0	0	0	n/a	0	n/a
TOTAL Revenues		0	0	0	n/a	0	n/a
EXPENDITURES	207	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES							
Transfers In	207	0	0	0	n/a	0	n/a
Transfers (Out)	207	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	n/a	0	n/a
FARM & RANGE REVENUES	208						
Federal - Taylor Grazing	208	6,597	5,525	5,525	0.00%	5,525	0.00%
Miscellaneous	208	0	0	0	n/a	0	n/a

COUNTY:
Cibola

SPECIAL REVENUE FUNDS

Fiscal Year 2016-2017

SPECIAL REVENUES	FUND NUMBER	6/30/2014 FISCAL YEAR ACTUAL	6/30/2015 FISCAL YEAR ACTUAL	FY 2016 FINAL BUDGET 6/30/2015	VARIANCE FY2015 - FY2016 INC / (DEC) %	FY 2017 BUDGET REQUEST	VARIANCE FY2016 - FY2017 INC / (DEC) %
TOTAL Revenues		6,597	5,525	5,525	0.00%	5,525	0.00%

SPECIAL REVENUES	FUND NUMBER	6/30/2014 FISCAL YEAR ACTUAL	6/30/2015 FISCAL YEAR ACTUAL	FY 2016 FINAL BUDGET 6/30/2015	VARIANCE FY2015 - FY2016 INC / (DEC) %	FY 2017 BUDGET REQUEST	VARIANCE FY2016 - FY2017 INC / (DEC) %
EXPENDITURES	208	15,715	25,651	21,500	(16.18%)	22,000	2.33%
OTHER FINANCING SOURCES							
Transfers In	208	23,051	13,051	15,975	22.40%	16,475	3.13%
Transfers (Out)	208	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES		23,051	13,051	15,975	22.40%	16,475	3.13%
COUNTY FIRE PROTECTION REVENUES	209						
State - Fire Marshall Allotment	209	426,380	506,217	580,025	14.58%	669,083	15.35%
Miscellaneous	209	41,050	20,005	0	(100.00%)	0	n/a
TOTAL Revenues		467,430	526,222	580,025	10.22%	669,083	15.35%
EXPENDITURES	209	437,172	642,228	843,150	31.29%	1,355,040	60.71%
OTHER FINANCING SOURCES							
Transfers In	209	282,707	123,000	35,000	(71.54%)	135,000	285.71%
Transfers (Out)	209	(6,150)	(67,934)	0	(100.00%)	(68,754)	n/a
TOTAL - OTHER FINANCING SOURCES		276,557	55,066	35,000	(36.44%)	66,246	89.27%
LAW ENFORCEMENT PROTECTION REVENUES	211						
State-Law Enforcement Protection	211	29,000	34,700	28,400	(18.16%)	28,400	0.00%
Miscellaneous	211	0	0	0	n/a	0	n/a
TOTAL Revenues		29,000	34,700	28,400	(18.16%)	28,400	0.00%
EXPENDITURES	211	26,586	26,045	28,400	9.04%	28,400	0.00%
OTHER FINANCING SOURCES							
Transfers In	211	0	0	0	n/a	0	n/a
Transfers (Out)	211	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	n/a	0	n/a
LODGERS' TAX REVENUES	214						
Lodgers' Tax	214	0	0	0	n/a	0	n/a
Miscellaneous	214	0	0	0	n/a	0	n/a
TOTAL Revenues		0	0	0	n/a	0	n/a
EXPENDITURES	214	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES							
Transfers In	214	0	0	0	n/a	0	n/a
Transfers (Out)	214	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	n/a	0	n/a
RECREATION REVENUES	217						
Cigarette Tax - (1 cent)	217	0	0	0	n/a	0	n/a
Miscellaneous	217	0	0	0	n/a	0	n/a
TOTAL Revenues		0	0	0	n/a	0	n/a
EXPENDITURES	217	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES							
Transfers In	217	0	0	0	n/a	0	n/a
Transfers (Out)	217	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	n/a	0	n/a
INTERGOVERNMENTAL GRANTS REVENUES	218						
State Grants	218	0	0	0	n/a	139,116	n/a
Federal Grants	218	0	0	0	n/a	100,000	n/a
Miscellaneous	218	0	0	0	n/a	0	n/a
TOTAL Revenues		0	0	0	n/a	239,116	n/a
EXPENDITURES	218	0	2,112	0	(100.00%)	269,941	n/a
OTHER FINANCING SOURCES							
Transfers In	218	0	0	0	n/a	30,825	n/a

COUNTY:
Cibola

SPECIAL REVENUE FUNDS

Fiscal Year 2016-2017

SPECIAL REVENUES	FUND NUMBER	6/30/2014 FISCAL YEAR ACTUAL	6/30/2015 FISCAL YEAR ACTUAL	FY 2016 FINAL BUDGET 6/30/2015	VARIANCE FY2015 - FY2016 INC / (DEC) %	FY 2017 BUDGET REQUEST	VARIANCE FY2016 - FY2017 INC / (DEC) %
Transfers (Out)	218	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	n/a	30,825	n/a

SPECIAL REVENUES	FUND NUMBER	6/30/2014 FISCAL YEAR ACTUAL	6/30/2015 FISCAL YEAR ACTUAL	FY 2016 FINAL BUDGET 6/30/2015	VARIANCE FY2015 - FY2016 INC / (DEC) %	FY 2017 BUDGET REQUEST	VARIANCE FY2016 - FY2017 INC / (DEC) %
SENIOR CITIZENS REVENUES	219						
State Grants	219	0	0	0	n/a	0	n/a
Federal Grants	219	0	0	0	n/a	0	n/a
Miscellaneous	219	0	0	0	n/a	0	n/a
TOTAL Revenues		0	0	0	n/a	0	n/a
EXPENDITURES	219	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES							
Transfers In	219	0	0	0	n/a	0	n/a
Transfers (Out)	219	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	n/a	0	n/a
INDIGENT REVENUES	220						
GRT - County Indigent	220	442,265	1,018,601	440,000	(56.80%)	450,000	2.27%
Miscellaneous	220	2,589,566	270,843	268,575	(0.84%)	0	(100.00%)
TOTAL Revenues		3,031,831	1,289,444	708,575	(45.05%)	450,000	(36.49%)
EXPENDITURES	220	3,105,684	478,564	644,695	34.71%	740,000	14.78%
OTHER FINANCING SOURCES							
Transfers In	220	0	0	0	n/a	0	n/a
Transfers (Out)	200	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	n/a	0	n/a
HOSPITAL REVENUES	221						
GRT - Special/Local Hospital	221	0	0	0	n/a	0	n/a
GRT - Hospital Emergency	221	0	0	0	n/a	0	n/a
GRT - County Health Care	221	0	0	0	n/a	0	n/a
Miscellaneous	221	0	0	0	n/a	0	n/a
TOTAL Revenues		0	0	0	n/a	0	n/a
EXPENDITURES	221	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES							
Transfers In	221	0	0	0	n/a	0	n/a
Transfers (Out)	221	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	n/a	0	n/a
COUNTY FIRE PROTECTION REVENUES	222						
GRT - Fire Excise Tax (1/4 or 1/8 cent)	222	134,998	146,375	130,000	(11.19%)	130,000	0.00%
Miscellaneous	222	467	707	0	(100.00%)	0	n/a
TOTAL Revenues		135,465	147,082	130,000	(11.61%)	130,000	0.00%
EXPENDITURES	222	46,223	44,572	110,000	146.79%	90,000	(18.18%)
OTHER FINANCING SOURCES							
Transfers In	222	0	0	0	n/a	0	n/a
Transfers (Out)	222	(276,107)	(123,000)	(35,000)	(71.54%)	(135,000)	285.71%
TOTAL - OTHER FINANCING SOURCES		(276,107)	(123,000)	(35,000)	(71.54%)	(135,000)	285.71%
DWI REVENUES	223						
State - Formula Distribution (DFA)	223	178,845	226,460	215,262	(4.94%)	234,208	8.80%
State - Local Grant (DFA)	223	14,846	29,460	60,014	103.71%	41,000	(31.68%)
State Other	223	0	0	10,300	n/a	0	(100.00%)
Federal Grants	223	0	0	0	n/a	0	n/a
Miscellaneous	223	11,709	32,629	14,600	(55.25%)	20,100	37.67%
TOTAL Revenues		205,401	288,549	300,176	4.03%	295,308	(1.62%)
EXPENDITURES	223	215,546	283,812	320,278	12.85%	310,450	(3.07%)
OTHER FINANCING SOURCES							
Transfers In	223	0	19,196	0	(100.00%)	0	n/a
Transfers (Out)	223	0	0	0	n/a	0	n/a

COUNTY:
Cibola

SPECIAL REVENUE FUNDS

Fiscal Year 2016-2017

SPECIAL REVENUES	FUND NUMBER	6/30/2014 FISCAL YEAR ACTUAL	6/30/2015 FISCAL YEAR ACTUAL	FY 2016 FINAL BUDGET 6/30/2015	VARIANCE FY2015 - FY2016 INC / (DEC) %	FY 2017 BUDGET REQUEST	VARIANCE FY2016 - FY2017 INC / (DEC) %
TOTAL - OTHER FINANCING SOURCES		0	19,196	0	(100.00%)	0	n/a

SPECIAL REVENUES	FUND NUMBER	6/30/2014 FISCAL YEAR ACTUAL	6/30/2015 FISCAL YEAR ACTUAL	FY 2016 FINAL BUDGET 6/30/2015	VARIANCE FY2015 - FY2016 INC / (DEC) %	FY 2017 BUDGET REQUEST	VARIANCE FY2016 - FY2017 INC / (DEC) %
CLERKS RECORDING AND FILING FEES REVENUES	225						
Clerk Equipment Fees	225	26,808	25,778	25,000	(3.02%)	27,000	8.00%
Miscellaneous	225	0	0	0	n/a	0	n/a
TOTAL Revenues		26,808	25,778	25,000	(3.02%)	27,000	8.00%
EXPENDITURES	225	21,170	24,657	32,200	30.59%	34,700	7.76%
OTHER FINANCING SOURCES							
Transfers In	225	0	0	0	n/a	0	n/a
Transfers (Out)	225	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	n/a	0	n/a
JAIL - DETENTION REVENUES	226						
GRT - County Correctional Dedication	226	0	0	0	n/a	0	n/a
Care of Prisoners	226	0	0	0	n/a	0	n/a
Work Release	226	0	0	0	n/a	0	n/a
State - Care of Prisoners	226	0	0	0	n/a	0	n/a
Federal - Care of Prisoners	226	0	0	0	n/a	0	n/a
Miscellaneous	226	0	0	0	n/a	0	n/a
TOTAL Revenues		0	0	0	n/a	0	n/a
EXPENDITURES	226	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES							
Transfers In	226	0	0	0	n/a	0	n/a
Transfers (Out)	226	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	n/a	0	n/a
OTHER - SPECIAL	299						
TOTAL Revenues	299	473,909	623,011	511,361	(17.92%)	447,746	(12.44%)
TOTAL Expenditures	299	1,129,458	912,216	1,070,216	17.32%	957,597	(10.52%)
TOTAL - OTHER FINANCING SOURCES	299	615,359	285,869	555,149	94.20%	510,047	(8.12%)

OTHER FUNDS - 299	6/30/2014 FISCAL YEAR ACTUAL	6/30/2015 FISCAL YEAR ACTUAL	FY 2016 FINAL BUDGET 6/30/2015	VARIANCE FY2015 - FY2016 INC / (DEC) %	FY 2017 BUDGET REQUEST	VARIANCE FY2016 - FY2017 INC / (DEC) %
Consolidated Dispatch						
REVENUES	231,233	434,847	411,819	(5.30%)	405,723	(1.48%)
EXPENDITURES	599,864	625,493	768,421	22.85%	749,539	(2.46%)
OTHER FINANCING SOURCES						
Transfers In	268,571	209,866	356,602	69.92%	344,012	(3.53%)
Transfers (Out)	(8,000)	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES	260,571	209,866	356,602	69.92%	344,012	(3.53%)
Emergency Management						
REVENUES	221,014	164,524	87,542	(46.79%)	19,203	(78.06%)
EXPENDITURES	264,063	177,002	164,175	(7.25%)	104,055	(36.62%)
OTHER FINANCING SOURCES						
Transfers In	102,454	0	76,633	n/a	84,852	10.73%
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES	102,454	0	76,633	n/a	84,852	10.73%
Full Compliance						
REVENUES	21,661	23,640	12,000	(49.24%)	22,820	90.17%
EXPENDITURES	141,190	109,720	137,620	25.43%	104,003	(24.43%)
OTHER FINANCING SOURCES						
Transfers In	124,944	76,003	121,914	60.41%	81,183	(33.41%)
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES	124,944	76,003	121,914	60.41%	81,183	(33.41%)
Rural Addressing						
REVENUES	0	0	0	n/a	0	n/a
EXPENDITURES	124,341	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	133,186	0	0	n/a	0	n/a
Transfers (Out)	(5,796)	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES	127,390	0	0	n/a	0	n/a
(enter fund name here)						
REVENUES	0	0	0	n/a	0	n/a
EXPENDITURES	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	n/a	0	n/a
(enter fund name here)						
REVENUES	0	0	0	n/a	0	n/a
EXPENDITURES	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	n/a	0	n/a
(enter fund name here)						
REVENUES	0	0	0	n/a	0	n/a
EXPENDITURES	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	n/a	0	n/a
(enter fund name here)						
REVENUES	0	0	0	n/a	0	n/a
EXPENDITURES	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	n/a	0	n/a
(enter fund name here)						
REVENUES	0	0	0	n/a	0	n/a
EXPENDITURES	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	n/a	0	n/a
(enter fund name here)						
REVENUES	0	0	0	n/a	0	n/a
EXPENDITURES	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a

COUNTY:

OTHER MISC. (FUND 299) DETAIL LIST

Fiscal Year 2016-2017

Cibola

OTHER FUNDS - 299	6/30/2014 FISCAL YEAR ACTUAL	6/30/2015 FISCAL YEAR ACTUAL	FY 2016 FINAL BUDGET 6/30/2015	VARIANCE FY2015 - FY2016 INC / (DEC) %	FY 2017 BUDGET REQUEST	VARIANCE FY2016 - FY2017 INC / (DEC) %
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	n/a	0	n/a

Cibola

OTHER FUNDS - 299	6/30/2014 FISCAL YEAR ACTUAL	6/30/2015 FISCAL YEAR ACTUAL	FY 2016 FINAL BUDGET 6/30/2015	VARIANCE FY2015 - FY2016 INC / (DEC) %	FY 2017 BUDGET REQUEST	VARIANCE FY2016 - FY2017 INC / (DEC) %
(enter fund name here)						
REVENUES	0	0	0	n/a	0	n/a
EXPENDITURES	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	n/a	0	n/a
(enter fund name here)						
REVENUES	0	0	0	n/a	0	n/a
EXPENDITURES	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	n/a	0	n/a
(enter fund name here)						
REVENUES	0	0	0	n/a	0	n/a
EXPENDITURES	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	n/a	0	n/a
(enter fund name here)						
REVENUES	0	0	0	n/a	0	n/a
EXPENDITURES	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	n/a	0	n/a
(enter fund name here)						
REVENUES	0	0	0	n/a	0	n/a
EXPENDITURES	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	n/a	0	n/a
(enter fund name here)						
REVENUES	0	0	0	n/a	0	n/a
EXPENDITURES	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	n/a	0	n/a
(enter fund name here)						
REVENUES	0	0	0	n/a	0	n/a
EXPENDITURES	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	n/a	0	n/a
(enter fund name here)						
REVENUES	0	0	0	n/a	0	n/a
EXPENDITURES	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	n/a	0	n/a
(enter fund name here)						
REVENUES	0	0	0	n/a	0	n/a
EXPENDITURES	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a

COUNTY:

OTHER MISC. (FUND 299) DETAIL LIST

Fiscal Year 2016-2017

Cibola

OTHER FUNDS - 299	6/30/2014 FISCAL YEAR ACTUAL	6/30/2015 FISCAL YEAR ACTUAL	FY 2016 FINAL BUDGET 6/30/2015	VARIANCE FY2015 - FY2016 INC / (DEC) %	FY 2017 BUDGET REQUEST	VARIANCE FY2016 - FY2017 INC / (DEC) %
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	n/a	0	n/a
FUND 299 SUMMARY						
Revenue - TOTAL	\$473,909	\$623,011	\$511,361	(17.92%)	\$447,746	(12.44%)
Expenditures - TOTAL	\$1,129,458	\$912,216	\$1,070,216	17.32%	\$957,597	(10.52%)
TOTAL - OTHER FINANCING SOURCES	\$615,359	\$285,869	\$555,149	94.20%	\$510,047	(8.12%)

	6/30/2014 FISCAL YEAR ACTUAL	6/30/2015 FISCAL YEAR ACTUAL	FY 2016 FINAL BUDGET 6/30/2015	VARIANCE FY2015 - FY2016 INC / (DEC) %	FY 2017 BUDGET REQUEST	VARIANCE FY2016 - FY2017 INC / (DEC) %
REVENUES						
Taxes:						
Gross receipts County	0	0	0	n/a	0	n/a
Gross Receipts - Infrastructure	0	0	0	n/a	0	n/a
Gross Receipts - Hold Harmless	0	189,068	440,000	132.72%	450,000	2.27%
Gross Receipts - Other Dedication	0	0	0	n/a	0	n/a
Intergovernmental-State Shared:						
Gas Tax	158,821	139,887	150,000	7.23%	150,000	0.00%
Motor Vehicle Registration	258,720	245,225	225,000	(8.25%)	225,000	0.00%
Grants - Federal	93,456	\$210,276	205,884	(2.09%)	205,884	0.00%
Grants - State	100,093	\$771,450	420,068	(45.55%)	514,950	22.59%
Grants - Local	0	0	0	n/a	0	n/a
Federal - Bankhead Jones	0	0	0	n/a	0	n/a
Federal - Forest Reserve	0	0	0	n/a	0	n/a
Legislative Appropriations	0	0	0	n/a	0	n/a
Interest Income	0	0	0	n/a	0	n/a
Investment Income	0	0	0	n/a	0	n/a
Miscellaneous	0	61,099	0	(100.00%)	0	n/a
TOTAL ROAD FUND REVENUES	611,090	1,617,005	1,440,952	(10.89%)	1,545,834	7.28%
EXPENDITURES						
Current:						
General Government	835,322	905,546	893,600	(1.32%)	1,120,194	25.36%
Public Works	833,002	1,127,633	1,186,081	5.18%	1,361,033	14.75%
Capital Outlay	0	0	0	n/a	0	n/a
Debt Service:						
Principal	0	0	0	n/a	0	n/a
Interest	0	0	0	n/a	0	n/a
TOTAL ROAD FUND EXPENDITURES	1,668,324	2,033,180	2,079,681	2.29%	2,481,227	19.31%
OTHER FINANCING SOURCES						
Transfers In	850,688	774,296	638,729	(17.51%)	442,977	(30.65%)
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES	850,688	774,296	638,729	(17.51%)	442,977	(30.65%)

COUNTY:
Cibola

CAPITAL PROJECTS FUND

Fiscal Year 2016-2017

	6/30/2014 FISCAL YEAR ACTUAL	6/30/2015 FISCAL YEAR ACTUAL	FY 2016 FINAL BUDGET 6/30/2015	VARIANCE FY2015 - FY2016 INC / (DEC) %	FY 2017 BUDGET REQUEST	VARIANCE FY2016 - FY2017 INC / (DEC) %
REVENUES						
GRT- Dedication	0	0	0	n/a	0	n/a
GRT- Hold Harmless	0	0	0	n/a	0	n/a
GRT- Infrastructure	0	0	0	n/a	0	n/a
Bond Proceeds	0	0	0	n/a	0	n/a
Local Grants	0	0	0	n/a	0	n/a
CDBG Funding	0	324,800	0	(100.00%)	0	n/a
State Grants	0	0	0	n/a	0	n/a
Federal Grants (other)	0	0	0	n/a	0	n/a
Legislative Appropriations	204,063	51,324	793,000	1445.09%	0	(100.00%)
Investment Income	0	0	0	n/a	0	n/a
Miscellaneous	0	0	0	n/a	0	n/a
TOTAL CAPITAL PROJECTS REVENUES	204,063	376,124	793,000	110.83%	0	(100.00%)
EXPENDITURES						
Parks/Recreation	0	0	0	n/a	0	n/a
Housing	0	0	0	n/a	0	n/a
Equipment & Buildings	178,237	31,092	13,250,789	42518.00%	8,443,996	(36.28%)
Facilities	0	0	0	n/a	0	n/a
Transit	0	0	0	n/a	0	n/a
Utilities	0	0	0	n/a	0	n/a
Airports	0	0	0	n/a	0	n/a
Infrastructure	20,398	1,280,561	0	(100.00%)	0	n/a
Debt Service Payments (P&I) - GO Bonds	0	0	0	n/a	0	n/a
Debt Service Payments (P&I) - Revenue Bonds	0	0	0	n/a	0	n/a
Other	0	0	0	n/a	305,000	n/a
TOTAL CAPITAL PROJECTS EXPENDITURES	198,635	1,311,653	13,250,789	910.24%	8,748,996	(33.97%)
OTHER FINANCING SOURCES						
Transfers In	999,360	0	0	n/a	549,716	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES	999,360	0	0	n/a	549,716	n/a

COUNTY:
Cibola

DEBT SERVICE FUNDS

Fiscal Year 2016-2017

DEBT SERVICE FUNDS	6/30/2014 FISCAL YEAR ACTUAL	6/30/2015 FISCAL YEAR ACTUAL	FY 2016 FINAL BUDGET 6/30/2015	VARIANCE FY2015 - FY2016 INC / (DEC) %	FY 2017 BUDGET REQUEST	VARIANCE FY2016 - FY2017 INC / (DEC) %
GENERAL OBLIGATION BONDS [FUND 401]						
REVENUES:						
General Obligation - (Property tax)	0	0	0	n/a	0	n/a
Investment Income	0	0	0	n/a	0	n/a
Other - Misc	0	0	0	n/a	0	n/a
TOTAL REVENUES	0	0	0	n/a	0	n/a
EXPENDITURES:						
General Obligation - Principal	0	0	0	n/a	0	n/a
General Obligation - Interest	0	0	0	n/a	0	n/a
Other Costs (Fiscal Agent Fees/Other Fees/Misc)	0	0	0	n/a	0	n/a
TOTAL EXPENDITURES	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	n/a	0	n/a
REVENUE BONDS [FUND 402]						
REVENUES:						
Bond Proceeds	0	13,833,075	0	(100.00%)	0	n/a
Revenue Bonds - GRT	1,899,930	717,232	2,040,000	184.43%	2,075,000	1.72%
Investment Income	0	0	0	n/a	0	n/a
Revenue Bonds - Other	0	943,690	0	(100.00%)	1,108,538	n/a
REVENUE BOND REVENUE - TOTAL	1,899,930	15,493,997	2,040,000	(86.83%)	3,183,538	56.06%
EXPENDITURES:						
Revenue Bonds - Principal	2,937,509	1,323,012	530,000	(59.94%)	873,538	64.82%
Revenue Bonds - Interest	383,400	617,823	728,987	17.99%	1,473,087	102.07%
Other Revenue Bond Payments	0	140,000	0	(100.00%)	0	n/a
Other Costs (Fiscal Agent Fees/Other Fees/Misc)	43,911	484,865	0	(100.00%)	25,000	n/a
TOTAL DEBT SERVICE FUND EXPENDITURES	3,364,820	2,565,700	1,258,987	(50.93%)	2,371,625	88.38%
OTHER FINANCING SOURCES						
Transfers In	1,889,789	0	0	n/a	0	n/a
Transfers (Out)	(4,944,952)	0	(781,013)	n/a	(786,913)	0.76%
TOTAL - OTHER FINANCING SOURCES	(3,055,163)	0	(781,013)	n/a	(786,913)	0.76%
OTHER DEBT SERVICE [FUND 403]						
Other Debt Service [NMFA, BOF, Misc]						
REVENUES:						
Investment Income	0	0	0	n/a	0	n/a
Loan Revenue	0	0	0	n/a	0	n/a
OTHER DEBT SERVICE REVENUE - TOTAL	0	0	0	n/a	0	n/a
EXPENDITURES:						
NMFA Loan Payments	0	67,934	67,934	0.00%	68,754	1.21%
Board of Finance Loan Payments	0	0	0	n/a	0	n/a
Other Debt Service - Misc	0	0	0	n/a	0	n/a
TOTAL DEBT SERVICE FUND EXPENDITURES	0	67,934	67,934	0.00%	68,754	1.21%
OTHER FINANCING SOURCES						
Transfers In	0	67,934	67,934	0.00%	68,754	1.21%
Transfers (Out)	0	0	0	n/a	(21,026)	n/a
TOTAL - OTHER FINANCING SOURCES	0	67,934	67,934	0.00%	47,728	(29.74%)

ENTERPRISE FUNDS (Department)	6/30/2014 FISCAL YEAR ACTUAL	6/30/2015 FISCAL YEAR ACTUAL	FY 2016 FINAL BUDGET 6/30/2015	VARIANCE FY2015 - FY2016 INC / (DEC) %	FY 2017 BUDGET REQUEST	VARIANCE FY2016 - FY2017 INC / (DEC) %
REVENUES						
Water Fund						
Charges for Services	0	0	0	n/a	0	n/a
Interest on Investments	0	0	0	n/a	0	n/a
Gross Receipts - dedicated	0	0	0	n/a	0	n/a
Grants - Federal	0	0	0	n/a	0	n/a
Grants - State	0	0	0	n/a	0	n/a
Legislative Appropriation	0	0	0	n/a	0	n/a
Other	0	0	0	n/a	0	n/a
TOTAL REVENUES - Water Fund	0	0	0	n/a	0	n/a
EXPENDITURES						
Water Fund	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES - Water Fund	0	0	0	n/a	0	n/a
REVENUES						
Solid Waste						
Charges for Services	0	0	0	n/a	0	n/a
Interest on Investments	0	0	0	n/a	0	n/a
Gross Receipts - dedicated	0	0	0	n/a	0	n/a
Grants - Federal	0	0	0	n/a	0	n/a
Grants - State	0	0	0	n/a	0	n/a
Legislative Appropriation	0	0	0	n/a	0	n/a
Other	0	0	0	n/a	0	n/a
TOTAL REVENUES - Solid Waste	0	0	0	n/a	0	n/a
EXPENDITURES						
Solid Waste	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES - Solid Waste	0	0	0	n/a	0	n/a
REVENUES						
Waste Water						
Charges for Services	0	0	0	n/a	0	n/a
Interest on Investments	0	0	0	n/a	0	n/a
Gross Receipts - dedicated	0	0	0	n/a	0	n/a
Grants - Federal	0	0	0	n/a	0	n/a
Grants - State	0	0	0	n/a	0	n/a
Legislative Appropriation	0	0	0	n/a	0	n/a
Other	0	0	0	n/a	0	n/a
TOTAL REVENUES - Waste Water	0	0	0	n/a	0	n/a
EXPENDITURES						
Waste Water	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES - Waste Water	0	0	0	n/a	0	n/a
REVENUES						
Airport						
Charges for Services	0	0	0	n/a	0	n/a
Interest on Investments	0	0	0	n/a	0	n/a
Gross Receipts - dedicated	0	0	0	n/a	0	n/a
Grants - Federal	0	0	0	n/a	0	n/a
Grants - State	0	0	0	n/a	0	n/a
Legislative Appropriation	0	0	0	n/a	0	n/a

COUNTY:
Cibola

ENTERPRISE FUNDS

Fiscal Year 2016-2017

ENTERPRISE FUNDS (Department)	6/30/2014 FISCAL YEAR ACTUAL	6/30/2015 FISCAL YEAR ACTUAL	FY 2016 FINAL BUDGET 6/30/2015	VARIANCE FY2015 - FY2016 INC / (DEC) %	FY 2017 BUDGET REQUEST	VARIANCE FY2016 - FY2017 INC / (DEC) %
Other	0	0	0	n/a	0	n/a
TOTAL REVENUES - Airport	0	0	0	n/a	0	n/a
EXPENDITURES						
Airport	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES - Airport	0	0	0	n/a	0	n/a
REVENUES						
Ambulance						
Charges for Services	0	0	0	n/a	0	n/a
Interest on Investments	0	0	0	n/a	0	n/a
Gross Receipts - dedicated	0	0	0	n/a	0	n/a
Grants - Federal	0	0	0	n/a	0	n/a
Grants - State	0	0	0	n/a	0	n/a
Legislative Appropriation	0	0	0	n/a	0	n/a
Other	0	0	0	n/a	0	n/a
TOTAL REVENUES - Ambulance	0	0	0	n/a	0	n/a
EXPENDITURES						
Ambulance	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES - Ambulance	0	0	0	n/a	0	n/a
REVENUES						
Cemetery						
Charges for Services	0	0	0	n/a	0	n/a
Interest on Investments	0	0	0	n/a	0	n/a
Gross Receipts - dedicated	0	0	0	n/a	0	n/a
Grants - Federal	0	0	0	n/a	0	n/a
Grants - State	0	0	0	n/a	0	n/a
Legislative Appropriation	0	0	0	n/a	0	n/a
Other	0	0	0	n/a	0	n/a
TOTAL REVENUES - Cemetery	0	0	0	n/a	0	n/a
EXPENDITURES						
Cemetery	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES -	0	0	0	n/a	0	n/a
REVENUES						
Housing						
Charges for Services	0	0	0	n/a	0	n/a
Interest on Investments	0	0	0	n/a	0	n/a
Gross Receipts - dedicated	0	0	0	n/a	0	n/a
Grants - Federal	0	0	0	n/a	0	n/a
Grants - State	0	0	0	n/a	0	n/a
Legislative Appropriation	0	0	0	n/a	0	n/a
Other	0	0	0	n/a	0	n/a
TOTAL REVENUES - Housing	0	0	0	n/a	0	n/a
EXPENDITURES						
Housing	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES - Housing	0	0	0	n/a	0	n/a

COUNTY:
Cibola

ENTERPRISE FUNDS

Fiscal Year 2016-2017

ENTERPRISE FUNDS (Department)	6/30/2014 FISCAL YEAR ACTUAL	6/30/2015 FISCAL YEAR ACTUAL	FY 2016 FINAL BUDGET 6/30/2015	VARIANCE FY2015 - FY2016 INC / (DEC) %	FY 2017 BUDGET REQUEST	VARIANCE FY2016 - FY2017 INC / (DEC) %
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ENTERPRISE FUNDS (Department)	6/30/2014 FISCAL YEAR ACTUAL	6/30/2015 FISCAL YEAR ACTUAL	FY 2016 FINAL BUDGET 6/30/2015	VARIANCE FY2015 - FY2016 INC / (DEC) %	FY 2017 BUDGET REQUEST	VARIANCE FY2016 - FY2017 INC / (DEC) %
REVENUES						
Parking Facilities						
Charges for Services	0	0	0	n/a	0	n/a
Interest on Investments	0	0	0	n/a	0	n/a
Gross Receipts - dedicated	0	0	0	n/a	0	n/a
Grants - Federal	0	0	0	n/a	0	n/a
Grants - State	0	0	0	n/a	0	n/a
Legislative Appropriation	0	0	0	n/a	0	n/a
Other	0	0	0	n/a	0	n/a
TOTAL REVENUES - Parking	0	0	0	n/a	0	n/a
EXPENDITURES						
Parking Facilities	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES - Parking	0	0	0	n/a	0	n/a
REVENUES						
Care of Prisoners						
Charges for Services	2,413,140	1,911,205	2,391,800	25.15%	1,899,905	(20.57%)
Interest on Investments	0	0	0	n/a	0	n/a
Gross Receipts - dedicated	442,148	454,150	440,000	(3.12%)	450,000	2.27%
Grants - Federal	0	0	0	n/a	0	n/a
Grants - State	0	0	0	n/a	0	n/a
Legislative Appropriation	0	0	0	n/a	0	n/a
Other	85,320	80,501	70,000	(13.04%)	77,900	11.29%
TOTAL REVENUES - Other Enterprise	2,940,608	2,445,856	2,901,800	18.64%	2,427,805	(16.33%)
EXPENDITURES						
Other Enterprise	3,433,169	401,640	4,046,435	907.48%	4,527,624	11.89%
OTHER FINANCING SOURCES						
Transfers In	263,680	1,206,502	1,144,635	(5.13%)	2,099,819	83.45%
Transfers (Out)	(325,269)	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES - Other Enterprise	(61,589)	1,206,502	1,144,635	(5.13%)	2,099,819	83.45%
REVENUES						
Other Enterprise (enter fund name)						
Charges for Services	0	0	0	n/a	0	n/a
Interest on Investments	0	0	0	n/a	0	n/a
Gross Receipts - dedicated	0	0	0	n/a	0	n/a
Grants - Federal	0	0	0	n/a	0	n/a
Grants - State	0	0	0	n/a	0	n/a
Legislative Appropriation	0	0	0	n/a	0	n/a
Other	0	0	0	n/a	0	n/a
TOTAL REVENUES - Other Enterprise	0	0	0	n/a	0	n/a
EXPENDITURES						
Other Enterprise	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES - Other Enterprise	0	0	0	n/a	0	n/a
REVENUES						
Other Enterprise (enter fund name)						
Charges for Services	0	0	0	n/a	0	n/a
Interest on Investments	0	0	0	n/a	0	n/a
Gross Receipts - dedicated	0	0	0	n/a	0	n/a
Grants - Federal	0	0	0	n/a	0	n/a
Grants - State	0	0	0	n/a	0	n/a

COUNTY:
Cibola

ENTERPRISE FUNDS

Fiscal Year 2016-2017

ENTERPRISE FUNDS (Department)	6/30/2014 FISCAL YEAR ACTUAL	6/30/2015 FISCAL YEAR ACTUAL	FY 2016 FINAL BUDGET 6/30/2015	VARIANCE FY2015 - FY2016 INC / (DEC) %	FY 2017 BUDGET REQUEST	VARIANCE FY2016 - FY2017 INC / (DEC) %
Legislative Appropriation	0	0	0	n/a	0	n/a

COUNTY:
Cibola

ENTERPRISE FUNDS

Fiscal Year 2016-2017

ENTERPRISE FUNDS (Department)	6/30/2014 FISCAL YEAR ACTUAL	6/30/2015 FISCAL YEAR ACTUAL	FY 2016 FINAL BUDGET 6/30/2015	VARIANCE FY2015 - FY2016 INC / (DEC) %	FY 2017 BUDGET REQUEST	VARIANCE FY2016 - FY2017 INC / (DEC) %
Other	0	0	0	n/a	0	n/a
TOTAL REVENUES - Other Enterprise	0	0	0	n/a	0	n/a
EXPENDITURES						
Other Enterprise	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES - Other Enterprise	0	0	0	n/a	0	n/a
REVENUES						
Other Enterprise (enter fund name)						
Charges for Services	0	0	0	n/a	0	n/a
Interest on Investments	0	0	0	n/a	0	n/a
Gross Receipts - dedicated	0	0	0	n/a	0	n/a
Grants - Federal	0	0	0	n/a	0	n/a
Grants - State	0	0	0	n/a	0	n/a
Legislative Appropriation	0	0	0	n/a	0	n/a
Other	0	0	0	n/a	0	n/a
TOTAL REVENUES - Other Enterprise	0	0	0	n/a	0	n/a
EXPENDITURES						
Other Enterprise	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES - Other Enterprise	0	0	0	n/a	0	n/a

	6/30/2014 FISCAL YEAR ACTUAL	6/30/2015 FISCAL YEAR ACTUAL	FY 2016 FINAL BUDGET 6/30/2015	VARIANCE FY2015 - FY2016 INC / (DEC) %	FY 2017 BUDGET REQUEST	VARIANCE FY2016 - FY2017 INC / (DEC) %
INTERNAL SERVICE FUNDS [600]						
REVENUES						
Charges for Services	0	0	0	n/a	0	n/a
Interest on Investments	0	0	0	n/a	0	n/a
Miscellaneous revenues	0	0	0	n/a	0	n/a
TOTAL REVENUES	0	0	0	n/a	0	n/a
EXPENDITURES						
Operating Expenditures	0	0	0	n/a	0	n/a
Miscellaneous	0	0	0	n/a	0	n/a
TOTAL EXPENDITURES	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	n/a	0	n/a
TRUST AND AGENCY FUNDS [700]						
REVENUES						
Investments	0	0	0	n/a	0	n/a
Interest on Investments	0	0	0	n/a	0	n/a
Tax Revenues	0	0	0	n/a	0	n/a
Miscellaneous revenues	0	0	0	n/a	0	n/a
TOTAL REVENUES	0	0	0	n/a	0	n/a
EXPENDITURES						
General Government/Benefits	0	0	0	n/a	0	n/a
Capital Outlay	0	0	0	n/a	0	n/a
Debt Service	0	0	0	n/a	0	n/a
Miscellaneous	0	0	0	n/a	0	n/a
TOTAL EXPENDITURES	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES						
Transfers In	0	0	0	n/a	0	n/a
Transfers (Out)	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	n/a	0	n/a

New Mexico Department of Finance and Administration
Local Government Division
Property Valuation Estimate

COUNTY:
Cibola _____

Fiscal Year: 2016-2017

ROUNDED TO NEAREST DOLLAR

(A) PROPERTY TAX CATEGORY	(B) 2015 TAX YEAR FINAL VALUATIONS	(C) OPERATING TAX RATE <small>(i.e \$11.85 should be entered as 0.01185)</small>	(D) TOTAL PRODUCTION <small>[B X C]</small>
RESIDENTIAL	\$122,797,933	0.008718	1,070,552
NON-RESIDENTIAL	\$190,290,865	0.01185	2,254,947
OIL & GAS PRODUCTION	\$0	0	0
OIL & GAS EQUIPMENT	\$0	0	0
COPPER	\$0	0	0
		Sub Total	3,325,499
		Collection Rate%	85%
		TOTAL PRODUCTION	\$2,826,674

Please utilize the space below to document any deviation in the property valuations or operating tax rates provided to your entity from the Local Government Division (LGD). Also please indicate if your entity anticipates an increase to the mill levy rate for the upcoming fiscal year. A resolution approved by the governing body must be submitted to LGD for mill levy rate increases.

Comments:

Cibola County Commission

T. Walter Jaramillo, Chairman
Robert Armijo, 1st Vice-Chair
Jack Molerres, 2nd Vice-Chair
Patrick Simpson, Commissioner
Lloyd F. Felipe, Commissioner

Cibola County

515 West High Street
Grants, New Mexico 87020
Phone (505) 287-9431 – Fax (505) 285-5434



Tony Boyd
County Manager

Resolution No. 16-35

2016-2017 Final Operating Budget Adoption

Whereas, the Board of Commissioners of County of Cibola of the State of New Mexico, has developed a final operating budget for fiscal year 2016-2017; and

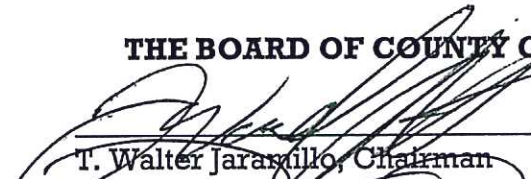
Whereas, the said final operating budget was developed on the basis of need and through cooperation with all user Departments, Elected Officials and other Department Supervisors; and

Whereas, it is the majority opinion of this Board of Commissioners that the proposed final operating budget meets the requirements as currently determined for fiscal year 2016-2017.

Now, therefore, be it resolved that the Board of Commissioners of Cibola County of the State of New Mexico, hereby adopts and approves the final operating budget hereinafter described and respectfully requests approval from the Local Government Division of the Department of Finance and Administration of the State of New Mexico.

RESOLVED this 27th day of July, 2015 in Grants, New Mexico.

THE BOARD OF COUNTY COMMISSIONERS:



T. Walter Jaramillo, Chairman



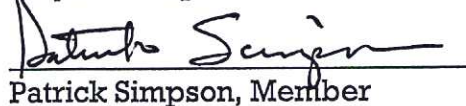
Robert Armijo, 1st Vice-Chair



Jack Molerres, 2nd Vice-Chair

VOTED NO

Lloyd F. Felipe, Member



Patrick Simpson, Member

ATTEST:



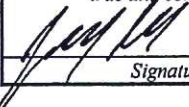


Elisa Bro, County Clerk

**Department of Finance & Administration / Local Government Division
Law Enforcement Protection Fund Carryover Request Form**

*****(this form must accompany the final budget submission for counties & municipalities)*****

Entity Name: Cibola CO
 Contact Name: Joseph Sanders
 Contact Title: Finance Director
 Contact Phone Number: 505-285-2516
 Contact E-mail Address: jssanders@co.cibola.nm.us

I hereby certify that the information presented on this form is true and correct to the best of my knowledge:	
	8-4-16
Signature	Date

We hereby request approval from the Department of Finance & Administration / Local Government Division (DFA/LGD) to carryover the following balance from the Law Enforcement Protection Fund (LEPF) distribution:

Current Fiscal Year:	<u>FY2015/2016</u>
Total Distribution for Current FY:	<u>\$30,200.00</u>
Balance on June 30th:*	<u>\$50,334.00</u>

If the carryover is approved, we will be expending the balance in the succeeding fiscal year for the following allowable uses:

Succeeding Fiscal Year: FY2016/2017
 (This is the fiscal year that balance will be carried over to)

Allowable Uses (pursuant to LEPF Rule, 2.110.3 NMAC) - please detail below:

Protective equipment such as bulletproof vests, ammunition and additional training. ✓

*The June 30th balance should only be from the LEPF distribution and not include any other revenue sources. If the June 30th balance is greater than the total distribution amount for the current fiscal year, then the entity has a balance left over from a prior fiscal year's carryover. Balances can only be carried over for one subsequent year. Therefore, the balance calculated below that is from a prior fiscal year's carryover must be reverted to the State of New Mexico:

Calculated Reversion Amount

Balance on June 30th:	\$50,334.00
LESS Total Distribution for Current FY:	<u>\$30,200.00</u>
Reversion Due to State:	\$20,134.00

Reversion Instructions

A check made payable to the "State of New Mexico, Department of Finance & Administration" for the Reversion Due to State amount above should be mailed to the following address:

*Brenda L. Suazo-Giles, Special Projects Analyst
 DFA / Local Government Division
 Bataan Memorial Building, Suite 201
 Santa Fe, NM 87501*

If you have questions on this form, please call (505) 827-4933.

Pursuant to the LEPF Rule, 2.110.3.10C, New Mexico Administrative Code, "The distributions from the fund are to be used, not accumulated. Fund balances may be carried over to a succeeding fiscal year only with prior written approval from the local government division."

FOR DFA/LGD USE ONLY APPROVED LOCAL GOVERNMENT DIVISION	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Approved Carryover Amount: <u>NA \$30,200.00</u>
DATE	<u>8/7/16</u>	
BY	<u>Brenda L. Suazo-Giles</u>	
DEPARTMENT OF FINANCE AND ADMINISTRATION		

Suazo-Giles, Brenda, DFA

From: Suazo-Giles, Brenda, DFA
Sent: Wednesday, August 17, 2016 9:17 AM
To: 'jssanders@co.cibola.nm.us'
Cc: Cummings, Erica, DFA
Subject: Cibola CO - LEPF Carryover Approval and REVERSION DUE
Attachments: Cibola County LEPF Carryover into FY16-17 (reversion due).pdf

Importance: High

Good Morning Joseph,

Attached is the approved LEPF Carryover Request form for Cibola County in the amount of \$30,200.

Pursuant to the LEPF Rule, 2.110.3.10C, NMAC, *"The distributions from the fund are to be used, not accumulated. Fund balances may be carried over to a succeeding fiscal year only with prior written approval from the local government division."* Therefore, any balance over the FY2015-2016 distribution amount of \$30,200 has expired and must be paid back to the state. **There is a reversion of \$20,134.00 which is immediately due.** Please read the "reversion instructions" section on the attached carryover form for details on mailing the reversion check.

Additionally, in order to avoid a reversion back to the state for FY2016-2017, the approved carryover balance of \$30,200 must be expended by June 30, 2017.

Please contact me if you have any questions.

Brenda

Brenda L. Suazo-Giles
Special Projects Analyst
Department of Finance & Administration
Local Government Division
Bataan Memorial Bldg, Suite 201
Santa Fe, NM 87501
Phone: (505) 827-4933
Fax: (505) 827-4340



OFFICE OF THE DISTRICT ATTORNEY
THIRTEENTH JUDICIAL DISTRICT
CIBOLA, SANDOVAL AND VALENCIA COUNTIES
LEMUEL L. MARTINEZ
DISTRICT ATTORNEY

CIBOLA COUNTY

R. David Pederson
Deputy DA
515 W. High Street
PO Box 637
Grants, NM 87020
Ph. 505.285.4627
FAX 505.285-4629

ADA
Brandon Vigil
Sherry Thompson
Stephen O'Brien
Mandana Shoushtari

SANDOVAL COUNTY

Barbara Romo
Deputy DA
711 Camino del Pueblo Sur
P.O. Box 1750
Bernalillo, NM 87004
Ph 505.771.7400
FAX 505.867.3152

ADA
Sean Fitting
Sonya Duke
Robert Baca
Andoni Garrote
Jessica Martinez
Amy Lopez Dooling
Jessica Hyland
Matthew Wadsworth
Matthew Benavides
Troy Davis
Teaque Williams

VALENCIA COUNTY

RON P. LÓPEZ
Chief Deputy DA
101 S. Main Street, Ste. 201
Belen, NM 87002
PO Box 1919
Los Lunas, NM 87031
Ph. 505.861.0311
FAX 505.861.7016

ROBERT BLANCH
Deputy DA

ADA
Bryan McKay
Joshua Jimenez
Frank Baca
Jeff Gordon
Julia Downs
Mary McCleary
Thomas Hoffman
Joseph Martinez
Andrew Magida
Leon Richter-Freund
Sara Navarrette

September 1, 2016

Mr. Tony Boyd, Cibola County Manager
515 W. High Street
Grants, NM 87020

Dear Mr. Boyd,

Thank you very much for your service to the residents of Cibola County, including our children. As your District Attorney, I would like to take this opportunity to personally thank the Cibola County Commissioners for building the new Cibola Judicial Complex. As you are aware, Cibola County has experienced hard economic times, no different than any other part of our state or nation. We are privileged to have been the beneficiaries of a commission and manager with a sound management program who have been good stewards of our financial situation.

I would propose naming of the 13th Judicial District Attorney's Cibola County office after a local resident and pillar of this community, Frederick B. "Ted" Howden III. He was a New Mexico Native and a life-long resident of the area. Ted was the son of Captain Frederick B. Howden II, who died as Japanese Prisoner of War while serving as a Chaplain for the 200th Coast Artillery Unit in the Philippines during World War II. His grandfather, Frederick B. Howden I, was the first Bishop of the Southwest Diocese of the Episcopal Church in New Mexico.

Ted was a graduate of Albuquerque High School, the University of New Mexico and George Washington University Law School, (graduating with honors). Ted was a member of the New Mexico State Bar Association for almost 56 years. While a law student, Ted worked as a member of New Mexico Senator Clinton P. Anderson's staff. After graduation from law school Ted returned to New Mexico to practice law and began what was to be a life-long involvement in public service.

He was the youngest elected mayor of Grants, New Mexico in the early 1960's and was commended by President John F. Kennedy for his work as the President of New Mexico Young Democrats helping to secure President Kennedy's election. In the 1970's Mr. Howden served as District Attorney for Valencia County and later as Chief Deputy DA under me. He was also a candidate for Attorney General for the State of New Mexico. He served as attorney for the City of Belen, the City of



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THIRTEENTH JUDICIAL DISTRICT
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Leon Richter-Freund
Sara Navarrette

Grants, Cibola County and Valencia County. He was the Chairman of the Democratic Parties in both Valencia and Cibola Counties.

One of Ted's proudest accomplishments was the creation of Cibola County in 1981. Ted was known for many years as one of the top ten lawyers in the state and practiced privately in Belen, Los Lunas and Grants. Over the years Ted also taught at the New Mexico State University campus in Grants and also at the New Mexico Women's Correctional Facility. For these and many other accomplishments, Ted was named as Grants-Cibola Citizen of the Year in 2013.

Ted was much sought after for his wise counsel and steadfast integrity. He loved the land and the people in New Mexico. He had an encyclopedic knowledge of state history and its people. He had an abiding love for both. He was Mayor of Grants from 1960-1962, first District Attorney for the 13th Judicial District, instrumental in the creation of Cibola County, long time instructor at NMSU-Grants campus and Grants-Cibola Citizen of the Year. These are just some of the reasons why Frederick B. "Ted" Howden III's name should be placed on the 13th Judicial District Attorney's Cibola County office building. His name will represent respect for the law and honor all the citizens of Cibola County. I ask you to present this humble request to the County Commission for their approval.

Sincerely,

Lemuel L. Martinez
R. David Pederson - Deputy DA

Lemuel L. Martinez
13th Judicial District Attorney's Office

REQUISITION ORDER



Date	September 6, 2016		Department	Laguna Fire Protection		Quote Obtained By:		John Garcia	
Vendor Name	Artesia Fire		Quote #1	Quote #2		Quote #3			
Contact Name									
Phone	888-477-9055								
Fax									

No.	Description	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	RASD-17350 Stock Pumper	#####	198,689.00		-		-
16	NAF-HT3X50YEN 2-1/2X50'	240.00	3,840.00		-		-
8	NAF-HT175X50REN Hose 1-3/4X50'	142.50	1,140.00		-		-
6	NAF-HF5X100YRS Hose 5"x100'	605.00	3,630.00		-		-
3	NAF-HT25X50YEN 2-1/2X50'	190.00	570.00		-		-
1	AK-1723 Turbo-Jet Nozzle	735.00	735.00		-		-
3	AK-1723 Turbo-Jet Nozzle	735.00	2,205.00		-		-
3	SP-QL48Z15C 1.5 QUIC-LOC Plate	34.00	102.00		-		-
1	AK-2393 Akron Playpipe with Tips	848.50	848.50		-		-
1	CO-C60F36 Flathead Axe	44.00	44.00		-		-
1	CO-C60P36 Pickhead Axe	48.00	48.00		-		-
1	KO-BS60 Kochek 6" NH Barrel Strainer	152.75	152.75		-		-
2	SP-ZAH5101C Southpark Axe Shields	24.00	48.00		-		-
2	SP-ZSMA5201C Southpark Axe Handle	19.25	38.50		-		-
1	NU-35-060 Nupla Pike Pole	56.00	56.00		-		-
1	NU-53-100 Nupla Butt grip	69.00	69.00		-		-
1	AM-423 AMEREX Fire Ext w/Brass Valve	135.00	135.00		-		-
1	AM-240 AMEREX 2.5 Gallon Water Fire Ex	92.00	92.00		-		-
2	AM-810 AMEREX Bracket	36.00	72.00		-		-
2	SP-WH-76-3 South Park Wrench Set	88.00	176.00		-		-
1	RH-35-25X25 Female Swivel Adapter	29.75	29.75		-		-
	Continued next page		-		-		-
Subtotal for Selected Items			212,720.50		-		-
Total Labor/Service Costs			-		-		-
Total Gross Receipts Tax			-		-		-
Total Shipping/Freight Costs			-		-		-
TOTAL FOR SELECTED			212,720.50		-		-

Selected Vendor	Artesia Fire	Reason Selected	State Contract	
		Contract/Bid/RFP #		
Address	PO Box 1367 Artesia, NM 88210	Estimated Delivery		
		Purchase Order Number		
Purchasing Agent	CERTIFICATION	Fund Dept. Line Item	Amount	Signature: Authorized Party & Department Head/Elected Official
Endorsement	With my signature, I hereby certify that all goods/services requested are necessary to properly conduct the operations of this department, and that all procurement has been conducted according to purchasing policies approved by the Cibola County Board of Commissioners.	419-018-430-00028	\$212,720.50	

REQUISITION ORDER



Date	September 6, 2016	Department	Laguna Fire Protection	Quote Obtained By:	John Garcia
Vendor Name	Artesia Fire	Quote #1	Quote #2	Quote #3	
Contact Name					
Phone	888-477-9055				
Fax					

No.	Description	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	RH-36-25X25 Red Head Adapter	\$22.00	22.00		-		-
2	SP-QL48Z25C South Park Mounting Plate	36.00	72.00		-		-
1	NU-13-120 Rubber Mallet	22.00	22.00		-		-
2	SP-PR61Z01C Pike Pole Ring	17.50	35.00		-		-
2	SP-FBP58Z01CS Pike Pole Bracket	21.00	42.00		-		-
2	HUS-HTV-12X14-18oz	114.50	229.00		-		-
1	LIM-67000 Portable LED Landing Zone	245.00	245.00		-		-
4	SC-X3214021200201 Scott Air Pak	4,950.00	19,800.00		-		-
4	SC-201215-02 Scott Facepiece	280.00	1,120.00		-		-
8	SC-804721-01 Scott Cylinders	825.00	6,600.00		-		-
1	HU-375710000 Hurst Power Unit	7,165.00	7,165.00		-		-
1	HU-362R483 Hurst Combi	6,155.00	6,155.00		-		-
1	HU-353R396 Hydraulic Hose	867.00	867.00		-		-
2	HU-180R017 Hurst Fluid	125.00	250.00		-		-
1	TMT-910-1120 Tempest Fan	1,895.00	1,895.00		-		-
1	Ak-EU3000iS1 Generator	2,485.00	2,485.00		-		-
1	TE-K12FD74 Circular Saw	1,350.00	1,350.00		-		-
1	TE-PIRA-12FD Diamond Cut Blade	170.00	170.00		-		-
1	STIHL Chainsaw	1,620.00	1,620.00		-		-
2	ST-45107 Streamlight Lite Box	134.00	268.00		-		-
			-		-		-
	Continued next page		-		-		-
Subtotal for Selected Items			50,412.00		-		-
Total Labor/Service Costs			-		-		-
Total Gross Receipts Tax			-		-		-
Total Shipping/Freight Costs			-		-		-
TOTAL FOR SELECTED			50,412.00		-		-
Selected Vendor	Artesia Fire	Reason Selected	State Contract				
Address	PO Box 1367 Artesia, NM 88210	Contract/Bid/RFP #					
Purchasing Agent	CERTIFICATION	Estimated Delivery					
Endorsement	With my signature, I hereby certify that all goods/services requested are necessary to properly conduct the operations of this department, and that all procurement has been conducted according to purchasing policies approved by the Cibola County Board of Commissioners.	Purchase Order Number					
		Fund Dept. Line Item	Amount	Signature: Authorized Party & Department Head/Elected Official			
		419-018-430-00028	\$50,412.00				

Artesia Fire Equipment, Inc.

Quotation

PO Box 1367
1014 S. First St.
Artesia, NM 88210

DATE	Quote NO.
8/30/2016	17221REV

Phone# 800-748-2076 Art. / 888-477-9055 Alb.

NAME / ADDRESS
PUEBLO OF LAGUNA ACCOUNTS PAYABLE DEPARTMENT P.O. BOX 237 LAGUNA, NM 87026

SHIPPING ADDRESS
PUEBLO OF LAGUNA TRIBAL WAREHOUSE I-40 WEST, EXIT 108 NORTH LAGUNA, NM 87026 jgarcia@lagunapueblo-nsn.gov

PRICES MAY CHANGE AFTER: 8/30/2016

ATTENTION:	CUSTOMER REF. NO.	REP	FOB	TERMS	
Tony	ClassA Equip	MLD	On Truck	Net	
ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
RASD-17350StockPu...	New ROSENBAUER America SD Commercial Pumper. Including 1250 GPM pump, 1250 POLY booster tank, CT aluminum body, and many other options. 2 door FREIGHTLINER Single axle Chassis. Ladders, suction hose and barrel strainer included. See specs for complete details.	1	198,689.00	March 2017	198,689.00
NAF-HT3X50YEN	NAF-HT3X50YEN NORTH AMERICAN FIRE HOSE NITRILE COVER RUBBER HOSE, 3" X 50 FT. COUPLED 2-1/2" M X F NH YELLOW	16	240.00		3,840.00
NAF-HT175X50REN	NAF-HT175X50REN - NORTH AMERICAN FIRE HOSE HT-600 1-3/4" X 50 FT. NITRILE FIRE HOSE CPLD 1.5" M X F NH. COLOR: RED	8	142.50		1,140.00
NAF-HF5X100YRS	NAF-HF5X100YRS - NORTH AMERICAN FIRE HOSE 5" X 100 FT, NITRILE RUBBER HOSE. COUPLED W/5" STORZ COUPLINGS. COLOR:YELLOW	6	605.00		3,630.00
NAF-HT25X50YEN	NAF-HT25X50YEN - 2-1/2" X 50 FT. YELLOW NITRILE RUBBER HOSE CPLD LT. WT. 2-1/2" M X F NH	3	190.00		570.00
AK-1723	AK-1723 2.5" Turbo-Jet Nozzle w/PG	1	735.00		735.00
<i>Thanks for your business, Marshall</i>			TOTAL		

SIGNATURE

Artesia Fire Equipment , Inc.

Quotation

PO Box 1367
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PRICES MAY CHANGE AFTER: 8/30/2016

ATTENTION:	CUSTOMER REF. NO.	REP	FOB	TERMS	
Tony	ClassA Equip	MLD	On Truck	Net	
ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
AK-1723	AK-1723 1.5" Turbo-Jet Nozzle w/PG. 95-125-150-200 GPM @ 100psi	3	735.00		2,205.00
SP-QL48Z15C	QL48Z15C - SOUTH PARK 1.5" QUIC-LOC MOUNTING PLATE	3	34.00		102.00
AK-2393	AK-2393 - AKRON AXIAL PLAYPIPE WITH STACKED TIPS AND 2-1/2" BASE. Tips included: 1", 1 1/8", 1 1/4".	1	848.50		848.50
CO-C60F36	CO-C60F36 - COUNCIL FLATHEAD AXE W/FIBERGLASS HANDLE, 6 LB.	1	44.00		44.00
CO-C60P36	CO-C60P36 - COUNCIL PICKHEAD AXE W/FIBERGLASS HANDLE, 6 LB.	1	48.00		48.00
KO-BS60	KO-BS60 - KOCHEK 6" NH BARREL STRAINER	1	152.75		152.75
SP-ZAH5101C	SP-ZAH5101C - SOUTH PARK AXE SHIELDS	2	24.00		48.00
SP-ZSMA5201C	SP-ZSMA5201C - SOUTH PARK AXE HANDLE BRACKETS FOR SIDE MOUNTING.	2	19.25		38.50
NU-35-060	NU-35-060 - NUPLA SUPER DUTY 6 FT. I-BEAM PIKE POLE W/BUTT GRIP	1	56.00		56.00
NU-35-100	NU-35-100 Nupla 10' Pike Pole, Super Duty Classic with I-Beam, Butt grip.	1	69.00		69.00
AM-423	20# ABC AMEREX Fire Ext w/Brass valve	1	135.00		135.00
AM-240	AMEREX 2.5 GALLON WATER TYPE FIRE EXTINGUISHER (EMPTY)	1	92.00		92.00
<i>Thanks for your business, Marshall</i>			TOTAL		

SIGNATURE

Artesia Fire Equipment, Inc.

Quotation

PO Box 1367
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DATE	Quote NO.
8/30/2016	17221REV

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PRICES MAY CHANGE AFTER: 8/30/2016

ATTENTION:	CUSTOMER REF. NO.	REP	FOB	TERMS	
Tony	ClassA Equip	MLD	On Truck	Net	
ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
AM-810	810 AMEREX HD Vehicle Bracket, 20# fire ext	2	36.00		72.00
SP-WH-76-3	SP-WH-76-3 - SOUTH PARK (3) WRENCH SET. INCLUDES BRACKET AND (1) AHW7001X HYDRANT WRENCH AND (2) USW7501A SPANNER WRENCHES W/MOUNTING GASKET.	2	88.00		176.00
RH-35-25X25	RH-35-25X25 - RED HEAD 2.5" F NH X 2.5" F NH DOUBLE FEMALE SWIVEL ROCKERLUG ADAPTER	1	29.75		29.75
RH-36-25X25	RH-36-25X25 - RED HEAD 2.5" M NH X 2.5" M NH DOUBLE MALE RIGID ROCKERLUG ADAPTER	1	22.00		22.00
SP-QL48Z25C	SP-QL48Z25C - SOUTH PARK 2.5" QUIC-LOC MOUNTING PLATE	2	36.00		72.00
NU-13-120	NU-13-120 - NUPLA RM2 RUBBER MALLET	1	22.00		22.00
SP-PR61Z01C	SP-PR61Z01C, Pike Pole Ring, Chrome Plated Zinc, with gasket.	2	17.50		35.00
SP-FBP58Z01CS	SP-FBP58Z01CS Pike Pole Bracket, 1-1/2" O.D., Zinc, with gasket and sleeve.	2	21.00		42.00
HUS-HTV-12x14-18oz	Husky Portable, Salvage Cover, Vinyl Material 18oz. 12x14 RED	2	114.50		229.00
<i>Thanks for your business, Marshall</i>			TOTAL		

SIGNATURE

Artesia Fire Equipment , Inc.

PO Box 1367
1014 S. First St.
Artesia, NM 88210

Phone# 800-748-2076 Art. / 888-477-9055 Alb.

Quotation

DATE	Quote NO.
8/30/2016	17221REV

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PRICES MAY CHANGE AFTER: 8/30/2016

ATTENTION:	CUSTOMER REF. NO.	REP	FOB	TERMS	
Tony	ClassA Equip	MLD	On Truck	Net	
ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
LIM-67000	LIM-67000 - LIGHTMAN PORTABLE LED LANDING ZONE SITE KIT WITH RED/AMBER LENS, 5 WEIGHTMASTERS, 10 AA BATTERIES, BELT CLIP, AND RED GEAR BAG	1	245.00		245.00
SC-X3214021200201	SC-X3214021200201 SCOTT AIR-PAK 75 2013 EDITION COMPLIANT WITH STD HARNESS, 4500 PSI, STD BELT, STD HOSE, DUAL EBSS, WITH PASS	4	4,950.00		19,800.00
SC-201215-02	SC-201215-02 SCOTT AV-3000 HT FACEPIECE, MEDIUM w/KEVLAR HEADNET (2013)	4	280.00		1,120.00
SC-804721-01	SC-804721-01 SCOTT 4500 PSI, 30 MINUTE CARBON CYLINDER WITH VALVE	8	825.00		6,600.00
HU-375710000	HU-375710000 HURST JL-SG SIMO/TURBO POWER UNIT STREAMLINE	1	7,165.00		7,165.00
HU-362R483	HU-362R483 HURST MOC Combi Spreader/Cutter, STREAMLINE	1	6,155.00		6,155.00
HU-353R396	HU-353R396, 30 FT GRAY/YELLOW, 5000 PSI HYDRAULIC HOSE WITH STREAMLINE CONNECTIONS.	1	867.00		867.00
HU-180R017	HU-180R017 - HURST BLUE® HYDRAULIC FLUID, NFPA/FRMC, 1-GALLON	2	125.00		250.00
<i>Thanks for your business, Marshall</i>			TOTAL		

SIGNATURE

Artesia Fire Equipment , Inc.

PO Box 1367
1014 S. First St.
Artesia, NM 88210

Quotation

DATE	Quote NO.
8/30/2016	17221REV

Phone# 800-748-2076 Art. / 888-477-9055 Alb.

NAME / ADDRESS
PUEBLO OF LAGUNA ACCOUNTS PAYABLE DEPARTMENT P.O. BOX 237 LAGUNA, NM 87026

SHIPPING ADDRESS
PUEBLO OF LAGUNA TRIBAL WAREHOUSE I-40 WEST, EXIT 108 NORTH LAGUNA, NM 87026 jgarcia@lagunapueblo-nsn.gov

PRICES MAY CHANGE AFTER: 8/30/2016

ATTENTION:	CUSTOMER REF. NO.	REP	FOB	TERMS	
Tony	ClassA Equip	MLD	On Truck	Net	
ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
TMT-910-1120	TMT-910-1120 TEMPEST 18" DIRECT DRIVE POSITIVE PRESSURE VENTILATION FAN	1	1,895.00		1,895.00
MISCInventory	AK-EU3000iS1 AKRON HONDA GENERATOR 3000 WATT INVERTER GENERATOR	1	2,485.00		2,485.00
TE-K12FD74	TE-K12FD74 TEAM 12" FIRE DEPARTMENT RESCUE CIRCULAR SAW. CHROME BLADE GUARD W/ WELDED D-RING FOR ATTACHING SAW SLING, 4" MAX CUTTING DEPTH. D-PULL HANDLE CONSTANT ON " READY START" IGNITION SWITCH, CARRYING SLING, REFLECTIVE LETTERING, WRENCH AND INSTRUCTION MANUAL. SAW ONLY.	1	1,350.00		1,350.00
TE-PIRA-12FD	TEAM MODEL PIRA-12FD, 12" X 1" PIRAYA DIAMOND CUTS-ALL BLADE FOR K12 RESCUE SAWS.CUTS CONCRETE,METAL, AND WOOD.	1	170.00		170.00
MISCInventory	STIHL MS-461-R RESCUE CHAINSAW W/ 20" BAR AND DEPTH GAUGE	1	1,620.00		1,620.00
ST-45107	ST-45107 - STREAMLIGHT LITEBOX 12V DC VEHICLE MOUNT SYSTEM	2	134.00		268.00
<i>Thanks for your business, Marshall</i>			TOTAL		

SIGNATURE

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ATTENTION:	CUSTOMER REF. NO.	REP	FOB	TERMS	
Tony	ClassA Equip	MLD	On Truck	Net	
ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
PA-22-000600	PA-22-000600 PARATECH 30" HOOLIGAN TOOL	1	187.25		187.25
AK-588	AK-588 - AKRON HOSE CLAMP W/MOUNTING BRACKET	1	469.00		469.00
CSS-WV2515	CSS-WV2515 - C & S 2.5" X (2)1.5" GATED WYE	1	224.00		224.00
<i>Thanks for your business, Marshall</i>			TOTAL		\$264,012.75

Late payment charges shall be paid on the unpaid balance due at the rate of 1.5% /month as per NMSA 13-1-158.

SIGNATURE _____

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One (1) Fire Department Name
00-00-1300

Top Mount - Waterous Pump - 2 dr

BID SPECIFICATIONS

FOR

ROSENBAUER CUSTOM PUMPER

One (1) Overall Height Restriction, NONE
00-00-1499

OVERALL HEIGHT

An overall height restriction has not been specified for this apparatus.

One (1) Overall Length Restriction, NONE
00-00-1509

OVERALL LENGTH

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One (1)
00-00-1519 An overall length restriction has not been specified for this apparatus.
Overall Width Restriction, NONE

OVERALL WIDTH

One (1)
00-00-1529 An overall width restriction has not been specified for this apparatus.
Wheelbase Restriction, NONE

WHEELBASE

One (1)
00-00-1539 A wheelbase restriction has not been specified for this apparatus.
Angle of Approach, NFPA Minimum, 8 Degrees

ANGLE OF APPROACH

One (1)
00-00-1549 The angle of approach for the apparatus shall not be less than eight (8) degrees as specified by the current edition of NFPA 1901.
Angle of Departure, NFPA Minimum, 8 Degrees

ANGLE OF DEPARTURE

One (1)
00-12-1100 The angle of departure for the apparatus shall not be less than eight (8) degrees as specified by the current edition of NFPA 1901.
Financial Stability Response

FINANCIAL STABILITY SPECIFICATIONS

With high-profile instances of fire apparatus manufacturers encountering financial difficulties, it is imperative that fire departments be diligent in evaluating the financial position of the companies they solicit to build on their emergency response vehicles. A contract entered into with a company on shaky ground is a dangerous prospect, since conducting business with a manufacturer in such condition could open the department to monumental problems.

Take, for instance, the growing theme of manufacturers *requiring* as opposed to *offering* pre-payment and progressive payment options with a corresponding discount off the price of a vehicle. Such offers are made with an ulterior motive in mind, as it can be generally inferred that manufacturers requiring pre-payments and progressive payments do so because they need your cash *today* to fund production of other vehicles already in the backlog.

Should problems arise, as has been the case in situations too numerous to mention, your department risks losing any down payments already made or even the entire cost of a piece of equipment should certain pre-pay discount situations go awry.

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While pre-payment discounts may be enticing, it is important to know just how stable the manufacturer seeking your funds is before you make that commitment. If you enter into one of these agreements and the manufacturer hits a rough patch, it is you that will be hurting, because your funds may not be recoverable. However, if you enter into a contract with a financially sound manufacturer, you will reap all of the benefits of a well-built truck at a lower cost. You may equally, by taking advantage of the time-value of money, be able to afford more truck than initially thought, because funds saved by leveraging pre-payment options could allow you get some added features that you might not necessarily have been able to afford.

With this in mind, it must be noted that Rosenbauer is a company with rock-solid financial stability. This is a statement not made lightly, as we can prove it to you. We can provide language that you can insert into your bid specifications that stipulates that in order for bids to be accepted by a fire department, the company bidding must meet several fiscal criteria.

The first criteria call for the successful bidder to meet a debt-to-equity ratio not exceeding a 2.0 rating. Rosenbauer presently stands at a 1.51 rating, which is well-below the accepted rating. This low number results from Rosenbauer owning more assets with a marginal debt service. This means we are not using lenders to fund our operations, nor our growth.

The second requirement is that the debt coverage ratio of the successful body builder exceeds a 100 rating. The higher the number, the better able a company is to meet its payment obligations with banks and creditors. Rosenbauer's number is at 279.6, which is nearly three times the required amount. The higher the debt coverage ratio, the easily and more fluidly a company is positioned to pay its monthly obligations and operating costs.

The third criteria require that the equity ratio of the successful bidder must exceed .30 rating. A higher equity ratio indicates that the body builder has increased flexibility to meet its financial obligations which translates into greater financial stability. Rosenbauer currently has an equity ratio of .387 which is well above the accepted rating and an excellent indicator of financial strength.

When exploring and evaluating various manufacturers to consider for building your apparatus, there is little doubt you will find one that stands on as firmly a financial ground as Rosenbauer. While others are experiencing stressful issues that raise doubts as to the company's long-term viability, Rosenbauer continues to demonstrate a strengthening of its financial position in the apparatus manufacturing industry. Because Rosenbauer meets and exceeds all the above-stated financial bid requirements, we are best positioned to ensure customers of a strong relationship with the company, which cannot be claimed by most of our competitors in this volatile market.

The Rosenbauer America Dun and Bradstreet number is 02-447-3584. To acquire a Dun and Bradstreet report, telephone them at 1-800-234-3867 (in Canada 800-463-6362) or visit their web

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site address at www.dnb.com. Dun and Bradstreet is nationally-recognized, independent financial analysis company.

One (1)
01-06-0500

Calculated Center of Gravity

CENTER OF GRAVITY

The apparatus, prior to acceptance, will be required to meet the vehicle stability of the applicable NFPA Automotive Fire Apparatus Standard.

A calculated center of gravity shall be provided. The calculated or measured center of gravity (CG) shall be no higher than 80-percent of the rear axle track width.

One (1)
01-33-3409

Mnls, Bdy Complete, Electronic Internet Service

"ON-LINE" SERVICE MANUAL SUPPORT

As part of the standard delivery manual, **ROSENBAUER** shall give a password-protected link to the end user, allowing access to the manufacturers' database on service parts. The internet-based system shall allow the end user to access the major component supplier's service parts listing such as Hale, Waterous, Akron, etc. This shall be accomplished with simplistic point and click features on the manufacturer line item within the "stripper" or "line item sheet". This will include, automatic updates, printable schematics and manufacturer's web links and is available in the commercially available format of Adobe Acrobat Reader to access these documents. Rosenbauer America, LLC shall submit with the bid proposal, a sample set of on line Adobe formatted material that has been printed from the manufacturer's website.

Parts Listings within Manuals

The manuals will include cross-reference part numbers from the **ROSENBAUER** part number to the vendor parts. Example: **ROSENBAUER Hydraulic Ladder Rack, Part #LR-MN-0002** cross-referenced to **Ziamatic Corporation Part 098-MN2345**. This will allow for reference between individual parts and complete installation assemblies as completed by the body builder. The manuals will list all components of the vehicle that includes a vendor part utilized in a complete installation via the manufacturer's "line item sheet" or "stripper" utilized to manufacture the completed vehicle. These are "As Built" and proposals with "typical" or "generic" manuals will be rejected.

Illustrative Schematics within Manuals

ROSENBAUER shall include installation diagrams and drawings of all major sub assemblies. This will include components such as hydraulic ladder rack assemblies, pump panels, tanks, fire pumps, etc. The drawings shall be linked via an Internet based service program, in an electronic format from the manufacturers "stripper" (line item listing) of the manufacturing document. **ROSENBAUER** shall submit, upon request, a sample schematic.

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Digital Images within Manuals

In addition to two and three-dimensional installation drawings, **ROSENBAUER** shall make accessible, via an internet based link, the actual photos of the installed components listed within the "stripper" or line sheet. This will include, but not limited to wiring terminals, main body distribution strips, fire pump shifting, auxiliary components, etc. **ROSENBAUER** shall submit a sample of these upon request.

Installation Instructions within Manuals

ROSENBAUER "work instructions" or "installation instructions" shall be included with the service manuals. These documents shall be accessible via a web-based link to the individual vehicle manufactured. The work instructions shall give systematic instructions of the component installation process. **ROSENBAUER** shall submit, upon request, a sample set of instructions.

Automatic Updates of Manuals and Parts Listings

The online manuals will include automatic updates that are accessible via the web link. When clicking on the part within the manufacturer's stripper or line sheet, it will allow the end user to access the component manufacturer website for updated information. This will allow for latest parts and service components from the individual part manufacturer or vendor.

Electrical Schematics

To maintain the vehicles electrical systems, the manufacturer shall provide to the purchaser the instructional manuals, complete electrical information and schematics on the vehicle. The electrical information shall be provided as follows:

Wiring Systems 12 and 120 Volt:

- Graphic symbols for electrical diagrams.
- Wire labeling, imprinting codes and index.
- Computer generated electrical schematics indicating the circuit number, wire size, switches, circuit breaker and terminals on the vehicle.

ROSENBAUER shall submit, upon request, a sample set of diagrams.
Warranty, Apparatus, Bumper to Bumper, 1 Year

One (1)
01-16-0150

BUMPER TO BUMPER WARRANTY

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We warrant each new motorized fire apparatus manufactured by ROSENBAUER AMERICA, LLC for a period of ONE YEAR from the date of delivery, except for chassis and other components noted herein.

Under this warranty we agree to furnish any parts to replace those that have failed due to defective material or workmanship where there is no indication of abuse, neglect, unusual or other than normal service providing that such parts are, at the option of ROSENBAUER AMERICA, LLC, made available for our inspection at our request, returned to our factory or other location designated by us with transportation prepaid within thirty days after the date of failure or within one year from the date of delivery of the apparatus to the original purchaser, whichever occurs first, and inspection indicates the failure was attributed to defective material or workmanship.

The warranty on the chassis and chassis supplied components, storage batteries, generators, electrical lamps and other devices subject to deterioration is limited to the warranty of the manufacturer thereof and adjustments for the same are to be made directly with the manufacturer by the customer.

This warranty will not apply to any fire apparatus that has been repaired or altered outside our factory in any way, which in our opinion might affect its stability or reliability.

This warranty shall not apply to those items that are usually considered normal maintenance and upkeep services: including, but not limited to, normal lubrication or proper adjustment of minor auxiliary pumps or reels.

This warranty is in lieu of all other warranties, expressed or implied, and all other obligations or liabilities on our part. We neither assume nor authorize any person to assume for us any liability in connection with the sales of our apparatus unless made in writing by ROSENBAUER AMERICA, LLC.

Warranty, Bdy, Alum, 5 Years

One (1)
01-19-0250

ALUMINUM BODY WARRANTY - FIVE YEAR

Rosenbauer America, LLC warrants to the original purchaser only, that the all aluminum body, fabricated by Rosenbauer America, LLC, under normal use and with reasonable maintenance, be structurally sound and will remain free from corrosion perforation for a period of FIVE (5) years.

This warranty does not apply to the following items that are covered by a separate warranty: paint finish, hardware, moldings, and other accessories attached to this body. In addition, this warranty does not apply to any part or accessory manufactured by others and attached to this body.

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ROSENBAUER AMERICA, LLC MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE ALUMINUM BODY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND HEREBY DISCLAIMED.

Rosenbauer America, LLC will replace without charge, repair or make a fair allowance for any defect in material or workmanship demonstrated to its satisfaction to have existed at the time of delivery or not due to misuse, negligence, or accident. If Rosenbauer America, LLC elects to repair this body, the extent of such repair shall be determined solely by Rosenbauer America, LLC, and shall be performed solely at the Rosenbauer America, LLC factory, or at an approved facility. The expense of any transportation to or from such repair facility shall be borne by the purchaser and is not an item covered under this warranty.

Rosenbauer America, LLC will not be liable for damages and under no circumstances will its liability exceed the price for a defective body. The remedies set forth herein are exclusive and in substitution for all other remedies to which the purchaser would otherwise be entitled.

Rosenbauer America, LLC will be given a reasonable opportunity to investigate all claims. The purchaser must commence any action arising out of, based upon or relating to agreement or the breach hereof, within twelve months from the date the cause of the action occurred.

Note: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.
Warranty, Paint, PPG, 5 Years

One (1)
01-20-0250

PAINT WARRANTY FIVE YEAR

The PPG paint performance guarantee will cover the areas of the vehicle finished with the specified product for a period of FIVE (5) years beginning the day the vehicle is delivered to the purchaser.

The full apparatus body, manufactured and painted by Rosenbauer America, LLC, shall be covered for the following paint failures as outlined on the guarantee certificate:

- Peeling or delaminating of the topcoat and/or other layers of paint.
- Cracking or checking.
- Loss of gloss caused by cracking, checking, or hazing.
- Any paint failure caused by defective PPG Fleet Finishes, which are covered by this guarantee.

All guarantee exclusions, limitations, and methods of claims are covered in the full certificate provided to the original purchaser.

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Note: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.

One (1)
01-17-0150

Pump Warranty, Darley, 6 Years

FIRE PUMP WARRANTY

A six (6) year warranty for the Darley fire pump shall be provided.

One (1)
01-17-1050

Plmbg Warranty, Stnls Stl, 10 Years

STAINLESS STEEL PLUMBING WARRANTY

The manufacturer shall provide a ten (10) year warranty on the stainless steel plumbing components and installation. The manufacturer shall supply details of their warranty information with their bid submission.

One (1)
09-01-0210

Freightliner M2 2-door W/300HP Engine 35000GVW 12/23

FREIGHTLINER M2 CONVENTIONAL CHASSIS

A Freightliner chassis shall be supplied per attached specifications.

One (1)
09-01-4200

Chassis Cab Step Trim Pkg 2-Dr Comm Chassis

One (1)
09-01-4202

Cap Step Enclosure, Commercial , 2 Dr LH Side

CAB STEPS

The existing cab steps on the left side of the commercial 2 door chassis shall be covered with slip resistant aluminum tread plate for compliance to applicable NFPA standards.

One (1)
09-01-4204

Cap Step Enclosure, Commercial, 2 Dr RH Side

CAB STEPS

The existing cab steps on the right side of the commercial 2 door chassis shall be covered with slip resistant aluminum tread plate for compliance to applicable NFPA standards.

One (1)
09-01-6100

Hrzntl Chassis Exhaust (Front of Rr wheel)

HORIZONTAL CHASSIS EXHAUST

The chassis exhaust system shall be extended to the front of the right rear wheel.

One (1)
50-03-1050

Elecal, Base, Standard, W/O Load Mgmt

LOW VOLTAGE ELECTRICAL SYSTEM SPECIFICATIONS

The electrical system shall include all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The electrical equipment installed by the apparatus

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manufacturer shall conform to current automotive electrical system standards, the latest Federal DOT standards, and the requirements of the applicable NFPA standards.

All wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for the protected circuit. Voltage drops in all wiring from the power source to the using device shall not exceed 10 percent. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. All exposed wiring shall be protected in a loom with a minimum 289 degree Fahrenheit rating. All wiring looms shall be properly supported and attached to body members. The electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

The wiring connections and terminations shall use a method that provides a positive mechanical and electrical connection and shall be installed in accordance with the device manufacturer's instructions. Electrical connections shall be with mechanical type fasteners and large rubber grommets where wiring passes through metal panels.

The wiring between the cab and body shall be joined using Deutsche type connectors or an enclosed in a terminal junction panel area. This system will permit body removal with minimal impact on the apparatus electrical system. All connections shall be crimp-type with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather-resistant connectors shall be provided throughout to ensure the integrity of the electrical system.

Any electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. In addition, the main body junction panel shall house the automatic reset breakers and relays where required.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless they are enclosed in a junction box or covered with a removable electrical panel. The wiring shall be secured in place and protected against heat, liquid contaminants and damage. Wiring shall be uniquely identified every three-inches (3") by color coding or permanent marking with a circuit function code and identified on a reference chart or electrical wiring schematic per requirements of applicable NFPA #1901 standards.

The electrical circuits shall be provided with low voltage overcurrent protective devices. Such devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. The overcurrent protection shall be suitable for electrical equipment and shall be automatic reset type and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. The system shall have electro-magnetic interference suppression provided as required in applicable SAE standards.

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The electrical system shall include the following:

- Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. A corrosion preventative compound shall be applicable to all terminal plugs located outside of the cab or body.
- The electrical wiring shall be harnessed or be placed in a protective loom.
- Holes made in the roof shall be caulked with silicone. Large fender washers shall be used when fastening equipment to the underside of the cab roof.
- Any electrical component that is installed in an exposed area shall be mounted in a manner that will not allow moisture to accumulate in it.
- A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.
- All lights that have their sockets in a weather exposed area shall have corrosion preventative compound added to the socket terminal area.

The warning lights shall be switched in the chassis cab with labeled switches in an accessible location. Individual rocker switches shall be provided only for warning lights provided over the minimum level of warning lights in either the stationary or moving modes. All electrical equipment switches shall be mounted on a switch panel mounted in the cab convenient to the operator. The warning light switches shall be of the rocker type. For easy nighttime operation, an integral indicator light shall be provided to indicate when the circuit is energized. All switches shall be appropriately identified as to their function.

A single warning light switch shall activate all required warning lights. This switch will allow the vehicle to respond to an emergency and "call for the right of way". When the parking brake is applied, a "blocking right of way" system shall automatically activate per requirements of the applicable NFPA standards. All "clear" warning lights shall be automatically turned off upon application of the parking brake.

NFPA REQUIRED TESTING OF ELECTRICAL SYSTEM

The apparatus shall be electrically tested upon completion of the vehicle and prior to delivery. The electrical testing, certifications, and test results shall be submitted with delivery documentation per requirements of the applicable NFPA standards. The following minimum testing shall be completed by the apparatus manufacturer:

1. Reserve capacity test:

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The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load shall be activated for ten (10) minutes. All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a failed test.

2. Alternator performance test at idle:

The minimum continuous electrical load shall be activated with the engine running at idle speed. The engine temperature shall be stabilized at normal operating temperature. The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.

3. Alternator performance test at full load:

The total continuous electrical load shall be activated with the engine running up to the engine manufacturer's governed speed. The test duration shall be a minimum of two (2) hours. Activation of the load management system is permitted during this test. However, if an alarm sounds due to excessive battery discharge, as detected by the system requirements in the NFPA standards, or a system voltage of less than 11.7 volts dc for more than 120 seconds is present, the test has failed.

4. Low voltage alarm test:

Following the completion of the above tests, the engine shall be shut off. The total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm activates. The battery voltage shall be measured at the battery terminals. With the load still applied, a reading of less than 11.7 volts dc for a 12 volt system shall be considered a test failure. The battery system shall then be able to restart the engine. Failure to restart the engine shall be considered a test failure.

NFPA REQUIRED DOCUMENTATION

The following documentation shall be provided on delivery of the apparatus:

- a. Documentation of the electrical system performance tests required above.
- b. A written load analysis, including:

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1. The nameplate rating of the alternator.
2. The alternator rating under the conditions.
3. Each specified component load.
4. Individual intermittent loads.

One (1)
50-12-5200

Elecal Console, In Cab

ROCKER SWITCH CONSOLE

One (1) switch console with individual rocker switches to control electrical equipment and emergency lighting shall be installed in the chassis cab dash area.

One (1)
51-05-6209

Lt, Engine Cmpt, 12 Volt LED, w/Switch

ENGINE COMPARTMENT LIGHT

One (1) 12 volt LED light with switch shall be mounted in the engine enclosure.
Switch on Light Head

One (1)
51-05-9000

The control switch shall be mounted on the light head.

One (1)
51-05-6409

Lt, Pump Cmpt, 12 Volt LED With Switch

PUMP ENCLOSURE LIGHTS

One (1) LED work light shall be provided in the pump enclosure.
Switch on Light Head

One (1)
51-05-9000

The control switch shall be mounted on the light head.

One (1)
52-01-1800

Back Up Alarm

BACK-UP ALARM

One (1) an automatic electric back-up alarm shall be wired to the back-up light circuit, and mounted under the rear of the apparatus body.

One (1)
53-01-1502

Marker Lts, LED, DOT Requirements

MARKER LIGHTS

LED marker lights shall be installed on the vehicle in conformance to the Department of Transportation requirements.

One (1)
53-02-1500

License Plate Brkt, Stainless w/ LED Lt, Rr

LICENSE PLATE BRACKET

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One (1) stainless steel license plate bracket shall be provided at the rear bumper. The bracket shall have a LED light.

One (1)
53-03-2609 Tail/Brake Lts, Whelen, LED, 4"x6" (Pair)

TAIL LIGHTS

One (1) pair of Whelen 60BTT LED tail/brake lights shall be provided on the rear of the apparatus. The rectangular lights shall be 4" x 6" LED with a red lens.

One (1)
53-04-2609 Turn Signals, Whelen, LED w/ Arrow, 4"x6" (Pair)

TURN SIGNALS

One (1) pair of Whelen, 60A00TAR turn signals with populated arrow shape shall be provided. The rectangular LED lights shall be 4" x 6" in dimension and shall have an amber lens.

One (1)
53-06-3509 Backup Lts, Whelen, LED, 4"x6" (Pair)

BACKUP LIGHTS

One (1) pair of Whelen Series 600 LED backup lights shall be installed on the rear of the apparatus body. The dimensions shall be 4" x 6" and the lens color shall be clear.

One (1)
54-02-1560 Ground Lts, Cab, 2 Door, LED Pair

CAB GROUND LIGHTS

LED ground lights shall be installed under the two (2) cab doors.

One (1)
54-03-1250 Ground Lts, Pump Panel, LED, Pair

PUMP PANEL GROUND LIGHTS

Two (2) LED ground lights shall be installed under the pump panel running boards. One (1) light shall be located on the driver's side and one (1) light located on the officer's side of the apparatus.

One (1)
54-03-1650 Ground Lts, Rr Step, LED, Pair

REAR STEP GROUND LIGHTS

Two (2) LED ground lights shall be installed under rear step of the apparatus.

One (1)
54-04-1999 Lt Swtch , Ground Lts w/ Park Brake

The ground lights shall automatically activate when the parking brake is applied.

Two (2)
54-10-1459 Step Lt, Rr Tailboard, LED, Ea

REAR TAILBOARD LIGHTS

Two (2) LED step lights with clear lens shall be installed to illuminate the step surfaces at the

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rear of the apparatus body.

One (1)
54-11-2100 Lt Swtch , Step/Wlkwy Lts Wired Park Brake Swtch

The step/walkway light switch shall be installed and wired to the parking brake.
Deck Lts, Unity, 1-Spot 1-Flood

One (1)
54-12-2000

DECK LIGHTS

One (1) Unity Model #AG spotlight and one (1) Unity Model #AG floodlight, with 50 watt bulbs shall be installed. The lights shall have an "on-off" switch.

One (1)
54-12-2020

Deck Lts, Rr Of Hosebed

DECK LIGHT MOUNTING

The deck lights shall be installed at the rear of the hose bed.

One (1)
55-11-2000

Dr Open/Hazard Wrn Lt, Flashing Marker, Red Lens

DOOR OPEN/HAZARD WARNING LIGHT

A red flashing, warning light shall be provided and installed in the driver's compartment to indicate an open passenger or apparatus compartment door. The warning light shall also be attached to folding equipment racks and light towers as specified. The light shall be a flashing rectangular incandescent marker light with a red lens and shall be properly marked and identified.

One (1)
56-01-3000

Siren, Elect, Whelen 295SLSA1

ELECTRIC SIREN AND CONTROL

One (1) Whelen model #295SLSA1 electronic siren shall be mounted in the cab. This unit shall feature an electronic air horn, wail, yelp, hi-lo and shall have a hard wired PA microphone.
Spkr, Whelen SA315P, 100 Watt

One (1)
56-01-3010

SPEAKER

One (1) Whelen Model #SA315P, speaker, with a non-corrosive nylon composite housing, shall be installed. The speaker shall be wired to the electric siren located in the cab.

One (1)
57-02-3050

Lt Bar, Whelen, Justice, LED, 56" JE2NFPA

LIGHTBAR

One (1) Whelen Justice series light bar shall be included with the apparatus cab. The light bar shall be a model JE2NFPA and shall be mounted on the roof of the cab, towards the front, above the windshield.

The light bar shall feature:

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- A 56" light bar designed for high performance
 - Four (4) red Linear Super LED corner modules
 - Four (4) red CON3 LED hinged modules
 - Two (2) white CON3 LED hinged modules with exterior clear optic lenses
 - Clear hard coated lenses to provide extended life/luster protection against UV & chemical stresses
 - Designed in accordance with NFPA Zone A requirements
- One (1)
Lightbar Cntrl, with Master Warning Switch
57-10-0609

LIGHTBAR ACTIVATION

The front upper light bar activation shall be wired into the master warning switch.
Wrn Lts, Whelen, Upper Rr (2) S-LED Rotary L31 P/N L31*F

One (1)
58-71-3200

UPPER REAR WARNING LIGHTS

One (1) pair of Whelen Super LED, rotating beacons, P/N L31H*F, shall be installed, one each side on the upper rear of the apparatus body. The unit shall have dimensions of 4" high x 7-9/16" deep.

One (1)
Wrn Lt, Drvr, Whelen, L31 LED Rotator Red Color Lens, Ea
57-20-8119

The driver side warning light shall be a Whelen LED rotator, model L31HRF with a red lens.

One (1)
Wrn Lt, Offcr, Whelen, L31 LED Rotator Red Color Lens, Ea
57-20-8120

The officer side warning light shall be a Whelen LED rotator, model L31HRF with a red lens.

One (1)
Stanchions, Rr Wrn Lt, Cast Alum
58-74-5300

REAR WARNING LIGHT MOUNTING

The upper rear lights shall be mounted on cast aluminum stanchions attached to the apparatus body, one on each side.

One (1)
Wrn Lts, Whelen, Low Frnt, (2) LINZ6 LED
58-03-3020

LOWER FRONT WARNING LIGHTS

One (1) pair of Whelen model LINZ6 LED warning lights shall be installed, one each side one the front of the chassis cab. The warning light shall incorporate six red Super-LEDs, a clear non-optic hard coated polycarbonate lens, clear optic collimator and utilize a metalized reflector for maximum output. The dimensions of the lights shall be 2" x 4".

One (1)
Wrn Lt, Drvr, Whelen, LINZ6, Red LED, Clear Lens, Ea
57-20-2109

The driver side warning light shall be a Whelen Model LINZ6R red LED with clear lens.

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One (1)
57-20-2110 Wrn Lt, Offcr, Whelen, LINZ6, Red LED, Clear Lens, Ea

The officer side warning light shall be a Whelen Model LINZ6R red LED with clear lens.

One (1)
58-09-4109 Wrn Lts, Whelen, Intrsct (2) LINZ6 LED

INTERSECTION WARNING LIGHTS

One (1) pair of Whelen model LINZ6 LED warning lights shall be installed, one each side of the chassis cab. The warning light shall incorporate six red Super-LEDs, a clear non-optic hard coated polycarbonate lens, clear optic collimator and utilize a metalized reflector for maximum output. The dimensions of the lights shall be 2" x 4".

One (1)
57-20-2109 Wrn Lt, Drvr, Whelen, LINZ6, Red LED, Clear Lens, Ea

The driver side warning light shall be a Whelen Model LINZ6R red LED with clear lens.

One (1)
57-20-2110 Wrn Lt, Offcr, Whelen, LINZ6, Red LED, Clear Lens, Ea

The officer side warning light shall be a Whelen Model LINZ6R red LED with clear lens.

One (1)
58-26-4109 Wrn Lts, Whelen, Low Mid Bdy (2) LINZ6 LED

LOWER MID-BODY WARNING LIGHTS

One (1) pair of Whelen model LINZ6 LED warning lights shall be installed, one each side one of the apparatus, mid body. The warning light shall incorporate six red Super-LEDs, a clear non-optic hard coated polycarbonate lens, clear optic collimator and utilize a metalized reflector for maximum output. The dimensions of the lights shall be 2" x 4".

One (1)
57-20-2109 Wrn Lt, Drvr, Whelen, LINZ6, Red LED, Clear Lens, Ea

The driver side warning light shall be a Whelen Model LINZ6R red LED with clear lens.

One (1)
57-20-2110 Wrn Lt, Offcr, Whelen, LINZ6, Red LED, Clear Lens, Ea

The officer side warning light shall be a Whelen Model LINZ6R red LED with clear lens.

One (1)
58-36-4109 Wrn Lts, Whelen, Low Rr Side (2) LINZ6 LED

LOWER REAR SIDE WARNING LIGHTS

One (1) pair of Whelen model LINZ6 LED warning lights shall be installed, one each side of the apparatus body, towards the rear of the body. The warning light shall incorporate six red Super-LEDs, a clear non-optic hard coated polycarbonate lens, clear optic collimator and utilize a metalized reflector for maximum output. The dimensions of the lights shall be 2" x 4".

One (1)
57-20-2109 Wrn Lt, Drvr, Whelen, LINZ6, Red LED, Clear Lens, Ea

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The driver side warning light shall be a Whelen Model LINZ6R red LED with clear lens.

One (1)
57-20-2110 Wrn Lt, Offcr, Whelen, LINZ6, Red LED, Clear Lens, Ea

The officer side warning light shall be a Whelen Model LINZ6R red LED with clear lens.

One (1)
58-81-4109 Wrn Lts, Whelen, Low Rr (2) LINZ6 LED

LOWER REAR WARNING LIGHTS

One (1) pair of Whelen model LINZ6 LED warning lights shall be installed, one each side on the lower rear portion of the apparatus body. The warning light shall incorporate six red Super-LEDs, a clear non-optic hard coated polycarbonate lens, clear optic collimator and utilize a metalized reflector for maximum output. The dimensions of the lights shall be 2" x 4".

One (1)
57-20-2109 Wrn Lt, Dvr, Whelen, LINZ6, Red LED, Clear Lens, Ea

The driver side warning light shall be a Whelen Model LINZ6R red LED with clear lens.

One (1)
57-20-2110 Wrn Lt, Offcr, Whelen, LINZ6, Red LED, Clear Lens, Ea

The officer side warning light shall be a Whelen Model LINZ6R red LED with clear lens.

One (1)
10-02-1100 10 Label, Data, Fluid Levels

FLUID DATA PLAQUE

One (1) fluid data plaque containing required information shall be provided based on the applicable components for this apparatus, compliant with NFPA Standards:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Drive axle lubricant
- Power steering fluid
- Pump transmission lubrication fluid
- Other NFPA applicable fluid levels or data as required

One (1)
10-02-1200 10 Location shall be in the driver's compartment or on driver's door.
Label, Data, Height x Length, Weight

DATA & WARNING LABELS

HEIGHT LENGTH & WEIGHT

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A highly visible label indicating the overall height, length, and weight of the vehicle shall be installed in the cab dash area.

CAB SEATING POSITION LIMITS

The label shall also include the seating positions for firefighters. A weight allowance of 250 pounds for each shall be factored into the gross vehicle weight rating of the chassis.

One (1)
10-02-1300 10

Label, Data, "No Ride" Rr Step

NO RIDE LABEL

One (1) "NO RIDERS" label shall be applied on the vehicle at the rear step area or other applicable areas. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion is prohibited.

One (1)
10-02-2100 10

Label, Indicating Number of Seats

CAB SEATING POSITION LIMITS

One (1) label shall be installed in the cab to indicate seating positions for firefighters. A weight allowance of 250 pounds for each shall be factored into the gross vehicle weight rating of the chassis.

One (1)
10-02-2500 10

Label, "Caution: Do Not Wear Helmet While Seated"

HELMET WARNING TAG

One (1) label shall be installed in the cab, visible from each seating position. The label shall read "CAUTION: DO NOT WEAR HELMET WHILE SEATED." Helmets must be properly stowed while the vehicle is in motion according to the current edition of NFPA 1901.

One (1)
10-03-6010

Tow Plates (2), Rr Frame Rail, Under Step

REAR TOWING PROVISIONS

There shall be two tow eyes furnished under the rear of the body and attached. There shall be a reinforcement spreader bar connecting the two tow eyes. Tow eyes are to be constructed of 3/8" plate steel with a 4" I.D. hole, large enough for passing through a tow chain end hook.

One (1)
80-43-2400

Painting, Tow Plates, Blk

The tow plates shall be painted black.

One (1)
10-06-1609

Tire Pressure Indicator, Sngl Axle

TIRE PRESSURE INDICATOR

There shall be a tire pressure indicator at each tire's valve stem on the vehicle that shall indicate if there is insufficient pressure in the specific tire.

One (1)

Pump, Waterous, CX, 1 Stage, Midship

11057-0003

Rosenbauer South Dakota

20-23-2250

WATEROUS CXC20 SINGLE STAGE PUMP

A Waterous model CXC20, single stage centrifugal pump shall be designed to mount on the chassis frame rails and shall be split-drive shaft driven. The pump casing shall be of high-tensile, close-grained ductile iron. Pump body shall be a single piece housing, for easy removal of impeller assembly including wear rings and bearings from beneath the pump without disturbing the mounting or piping.

Impeller

A matched bronze impeller specifically designed for the fire service will be provided. It will be accurately balanced both mechanically and hydraulically, for vibration-free operation. Stainless steel heat-treated and precisely ground to size. It shall be supported on both ends by oil or grease lubricated ball bearings.

Replaceable wear rings, bronze, reverse-flow, labyrinth-type shall be provided. Deep groove ball bearings shall be located outside the pump to give rugged support and proper alignment to the impeller shaft. The bearings shall be oil or grease lubricated. All bearings shall be completely separated from the water being pumped.

Pump Transmission

The housing shall be constructed of high tensile aluminum and be of three (3) piece, horizontally split design. The transmission driveline shafts shall be made from alloy steel forging, hardened and ground to size. The drive and driven sprockets shall be made of steel and shall be carbonized and hardened.

The drive chain shall be Morse HV involute form chain. The lubrication system shall be an impeller shaft driven oil pump to deliver oil to an integral spray header, to completely pressure lubricate the drive chain.

Pump Mounting

The pump shall be bolted to steel angles in pump module, using grade 8 bolts.

Drive Line

Hollow-tube drivelines and universals shall be properly matched to the engine and transmission output torque ratings.

One (1)
20-23-2251

Pump Flow Rtnng, Waterous, CXVC 1250 GPM

11057-0003

Rosenbauer South Dakota

1250 GPM FIRE PUMP SPECIFICATIONS

The centrifugal type fire pump shall be a Waterous model CXC20 midship mounted with a rated capacity of 1250 GPM. The pump shall meet NFPA 1901 requirements.

The pump shall be certified to meet the following deliveries:

1250 GPM @ 150 PSI

1250 GPM @ 165 PSI

875 GPM @ 200 PSI

625 GPM @ 250 PSI

One (1)
22-03-1650

Intk, Ungated, 6", LH Side

LEFT SIDE -- 6" UNGATED INTAKE

One (1) 6" ungated suction intake shall be installed on the left side pump panel to supply the fire pump from an external water supply. The threads shall be 6" NST. The intake shall be provided with a removable screen.

One (1)
22-41-6000

Cap, 6", Chrome Long Hndl

One (1) 6" chrome plated cap shall be provided. The threads shall be NST and the cap shall be equipped long handles.

One (1)
22-03-2650

Intk, Ungated, 6", RH Side

RIGHT SIDE -- 6" UNGATED INTAKE

One (1) 6" ungated suction intake shall be installed on the right side pump panel to supply the fire pump from an external water supply. The intake shall be provided with a removable screen.

One (1)
22-41-6000

Cap, 6", Chrome Long Hndl

One (1) 6" chrome plated cap shall be provided. The threads shall be NST and the cap shall be equipped long handles.

One (1)
20-26-2250

Pump Seal, Mech, Waterous

FIRE PUMP MECHANICAL SHAFT SEAL

The Waterous fire pump shall be equipped with self-adjusting, maintenance free, 'mechanical shaft seal' which is designed to be functional in the unlikely event of a seal failure.

One (1)
20-26-2300

Pump Impeller, Waterous, Standard Hubs

IMPELLER HUBS

The Waterous fire pump impeller hubs shall be standard bronze type.

One (1)
20-26-3250

Pump Shift, Waterous, Elec/Pneumatic Operated

ELECTRIC/PNEUMATIC PUMP SHIFT

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The pump shift shall be an air operated and shall incorporate an air cylinder with an electric actuating switch to shift from road to pump and back. The air shift control valve shall be mounted in the cab.

The fire pump-shift system shall be equipped with a means to prevent unintentional movement of the control device from its set position. The system shall include a nameplate indicating the chassis transmission shift selector position to be used for pumping and located so that it can be easily read from the driver's position.

The system shall include the applicable NFPA standard interlocks, pump shift and OK TO PUMP indicator lights in the cab and pump panel. The fire pump system shall be equipped with an interlock system shall be provided to ensure that the pump drive system components are properly engaged in the pumping mode of operation so that the pumping system can be safely operated from the pump operator's position.

If applicable, the secondary braking device shall be automatically disengaged for pumping operations.

One (1)
20-26-4150

Pump Primer, Waterous, VPO w/ Oil, Elec, Mnl Pull

FIRE PUMP PRIMING SYSTEM

A Waterous model number VPO electrically driven, positive displacement, rotary vane type priming pump shall be installed. The system shall be activated with a manual pull type control.

The pump shall be capable of taking suction and discharging water with a lift of 10 feet in not more than 30 seconds with the pump dry, through 20 feet of suction hose of appropriate size. The priming system shall comply with applicable sections of NFPA standards.

The primer shall be automatically lubricated from a five (5) quart oil reservoir located in an area where it can be easily serviced.

One (1)
27-10-6000

Pressure Gvrnr, FRC, In-Cntrl, TGA 300 w/Bdy

PRESSURE GOVERNOR AND ENGINE-PUMP MONITORING

One (1) Fire Research InControl series TGA300 pressure governor and monitoring display kit shall be installed. The kit shall include a control module, intake pressure sensor, discharge pressure sensor, and cables. The control module case shall be waterproof and have dimensions not to exceed 5 1/2" high by 10 1/2" wide by 2" deep. Inputs for monitored information shall be from a J1939 databus or independent sensors. Outputs for engine control shall be on the J1939 databus or engine specific wiring.

The following continuous displays shall be provided:

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- Pump discharge; shown with four daylight bright LED digits more than 1/2" high
- Pump Intake; shown with four daylight bright LED digits more than 1/2" high
- Pressure / RPM setting; shown on a dot matrix message display
- Pressure and RPM operating mode LEDs
- Throttle ready LED
- Engine RPM; shown with four daylight bright LED digits more than 1/2" high
- Check engine and stop engine warning LEDs
- Oil pressure; shown on a dual color (green/red) LED bar graph display
- Engine coolant temperature; shown on a dual color (green/red) LED bar graph display
- Transmission Temperature: shown on a dual color (green/red) LED bar graph display
- Battery voltage; shown on a dual color (green/red) LED bar graph display.

The dot-matrix message display shall show diagnostic and warning messages as they occur. It shall show monitored apparatus information, stored data, and program options when selected by the operator. All LED intensity shall be automatically adjusted for day and night time operation.

The program shall store the accumulated operating hours for the pump and engine to be displayed with the push of a button. It shall monitor inputs and support audible and visual warning alarms for the following conditions:

- High Battery Voltage
- Low Battery Voltage (Engine Off)
- Low Battery Voltage (Engine Running)
- High Transmission Temperature
- Low Engine Oil Pressure
- High Engine Coolant Temperature
- Out of Water (visual alarm only)
- No Engine Response (visual alarm only).

The program features shall be accessed via push buttons located on the front of the control panel. There shall be an USB port located at the rear of the control module to upload future firmware enhancements.

Inputs to the control panel from the pump discharge and intake pressure sensors shall be electrical. The discharge pressure display shall show pressures from 0 to 600 psi. The intake pressure display shall show pressures from -30 in. Hg to 600 psi.

The governor shall operate in two control modes, pressure and RPM. No discharge pressure or engine RPM variation shall occur when switching between modes. A throttle ready LED shall light when the interlock signal is recognized. The governor shall start in pressure mode and set the engine RPM to idle. In pressure mode the governor shall automatically regulate the discharge pressure at the level set by the operator. In RPM mode the governor shall maintain the engine RPM at the level set by the operator except in the event of a discharge pressure increase. The

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governor shall limit a discharge pressure increase in RPM mode to a maximum of 30 psi. Other safety features shall include recognition of no water conditions with an automatic programmed response and a push button to return the engine to idle.

The pressure governor, monitoring and master pressure display shall be programmed to interface with a specific engine.

One (1)
22-51-5200 50 Tank-To-Pump, Water Tank, 3" Vlv/3" Piping

WATER TANK TO PUMP LINE

One (1) 3" water tank to fire pump line shall be provided with a full flow quarter turn ball valve, 3" piping, and with flex hose and stainless steel hose clamps. The tank to pump line shall be equipped with a check valve to prevent pressurization of the water tank.

The line shall be flow tested during the fire pump testing and shall meet applicable requirements of NFPA standards.

One (1)
24-61-1720 Valve (3") AKR

The valve shall be a three-inch (3") Akron valve with a stainless ball.
Tank Fill/Cooling Line, Water Tank, 2"

One (1)
23-02-2300

FIRE PUMP TO WATER TANK FILL LINE

One (1) 2" fire pump to water tank refill and pump bypass cooler line shall be provided. The valve shall be a full flow quarter turn ball valve with 2" piping and flex hose to tank. The valve control handle shall have a nameplate located near the valve control.

One (1)
24-50-1150 Dschg Vlv Cntrl, Pull Rod, 1/4 Turn Lckg

One (1) manually operated pull rod, with quarter turn valve, with locking feature shall be provided on the specified discharge. The handle shall be equipped with a color-coded nameplate label.

One (1)
24-61-1820 Valve (2")

The specified valve shall be a two-inch (2") valve with a stainless ball.
Pump Install, Midship Split Shaft, By Bdy Bldr

One (1)
20-30-5100

FIRE PUMP SPLIT SHAFT DRIVESHAFTS AND INSTALLATION

The mid-ship split shaft fire pump shall be installed and shall include installation of the fire pump, modification and/or fabrication of new drivelines and all pump-mounting brackets. The drive shaft(s) shall be spin balanced prior to final installation.

One (1)
20-31-3610 Dump-Relief Vlv, Suction Side, TFT A18

INTAKE RELIEF/DUMP VALVE

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One (1) TFT A18 series, 2-1/2" intake relief/dump valve preset at 125 psi shall be permanently installed on the suction side of the fire pump. The valve shall have an adjustment range of 75 psi to 250 psi, and shall be designed to automatically self-restore to a non-relieving position when excessive pressure is no longer present.

Discharge side of the intake relief valve shall be plumbed away from the pump operator.
Pump Cooler, Bypass-To-Tank, 3/8"

One (1)
20-31-4109

FIRE PUMP COOLING

The fire pump shall be equipped with 3/8" cooling line from the pump to the water tank. This re-circulation line shall be controlled by a pump panel control valve with nameplate label noting it as the "fire pump bypass cooler". There shall be a check valve installed in the pump cooler line to prevent tank water from back flowing into the pump when it is not in use.

One (1)
20-31-5109

Heat Exchanger, Engine, Hook-Up Only

CHASSIS ENGINE HEAT EXCHANGER COOLING SYSTEM

The apparatus shall be equipped with a heat exchanger for supplementary chassis engine cooling during fire pump operations. A manually opened valve, mounted at the operator's panel, shall direct water from the fire pump to the heat exchanger that is mounted in the engine radiator cooling hose. The system shall provide cooling water from the fire pump to circulate around the engine radiator coolant without mixing or coming in direct contact with the engine coolant. The unit shall be installed by the chassis manufacturer and connected to the plumbing system by the fire apparatus manufacturer.

A nameplate label shall be installed on the pump panel noting "engine cooling system" with "on-off" opening directions noted.

One (1)
20-31-1600

Pump Test, UL

UNDERWRITERS LABORATORIES FIRE PUMP TEST

The pump shall undergo an Underwriters Laboratories Incorporated test per applicable sections of NFPA standards, prior to delivery of the completed apparatus.

The UL acceptance certificate shall be furnished with the apparatus on delivery.

One (1)
20-31-1550

Pump Test, Label

FIRE PUMP TEST LABEL

A fire pump performance and rating label shall be installed on the fire apparatus pump panel. The label shall denote levels of pump performance and testing completed at factory. These shall include GPM at net pump pressure, RPM at such level, and other pertinent data as required by

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applicable NFPA standards. In addition, the pressure control device, tank to pump flow tests, and other required testing shall be completed.

In addition, the entire pump, suction and discharge passages shall be hydrostatically tested to a pressure as required by applicable NFPA standards. The pump shall be fully tested at the pump manufacturer's factory to the performance specifications as outlined by applicable NFPA standards. Pump shall be free from objectionable pulsation and vibration.

If applicable, the fire pump shall be tested and rated as follows:

- 100% of rated capacity at 150 pounds net pressure.
- 70% of rated capacity at 200 pounds net pressure.
- 50% of rated capacity at 250 pounds net pressure.
- 100% or rated capacity at 165 pounds net pressure.

One (1)
22-09-1100

Intk, Gtd, 2-1/2", LH Side

LEFT SIDE -- 2-1/2" GATED INTAKE

One (1) 2-1/2" gated suction intake shall be installed on the left side of the pump panel to supply the fire pump from an external water supply. The control valve shall be a quarter turn ball valve and shall have 2-1/2" NST female thread of chrome plated brass.

One (1)
21-01-2502

Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only

An Innovative Controls 3/4" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a recessed ID label provision. The handle shall lift to open and push down to close.

One (1)
22-41-1150

Plug, 2-1/2", Chrome Rocker Lug, w/Chain

One (1) 2-1/2" chrome plated plug shall be provided. The threads shall be NST and the plug shall be equipped rocker lugs and chain or cable securement.

One (1)
22-55-2150

Intk Vlv Cntrl, Mnl Swing, Lckg, Adjacent

The valve shall be equipped with one (1) manually operated swing type manual control located adjacent the intake. The valve shall be equipped a color-coded name plate.

One (1)
23-06-2250

Crosslay Dschgs, (2) 1-1/2", Over Pump Panel, NST 200 ft of 1-3/4-in each

TWO (2) 1-1/2" CROSSLAY DISCHARGES

Two (2) pre-connect 1-3/4" hose crosslays shall be installed over pump enclosure, with quarter turn 2" diameter ball valves. The outlets shall be a 2" NPT female swivel x 1-1/2" male NST hose threads.

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The crosslay hosebeds shall have smooth aluminum sides. The hosebed decking shall be constructed with slots integrated into the hosebed floor.

Each hosebed shall provide for a minimum capacity of 200 feet of 1-3/4" diameter double jacket hose with nozzle, for hose provided by the fire department.

Two (2)
21-01-2550

Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn

An Innovative Controls 3/4" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a recessed ID label provision. The handle shall lift, to open and push down, to close.

Two (2)
24-50-1150

Dschg Vlv Cntrl, Pull Rod, 1/4 Turn Lckg

Two (2) manually operated pull rod, with quarter turn valve, with locking feature shall be provided on the specified discharge. The handle shall be equipped with a color-coded nameplate label.

Two (2)
24-61-1820

Valve (2")

The specified valve shall be a two-inch (2") valve with a stainless ball.

Two (2)
27-02-1150

Gauge, Dschg, 2-1/2" 400#, White Face

Two (2) 2-1/2" discharge pressure gauge (0-400 PSI) shall be provided. The face of the gauge shall be a WHITE dial with black letters. The gauges will be located on the pump instrument panel.

One (1)
23-08-3150

Crosslay Cvr, Alum T/P (Non Walking Surface)

CROSSLAY HINGED COVER

The crosslay hosebed shall be equipped with a single aluminum diamond plate hinged cover with vinyl end flaps with hook & loop fasteners. The cover shall have rubber bumpers, latching devices, and lift up handle on each end of the cover.

One (1)
29-20-5600

Vinyl Cover, Color, RED

The vinyl cover shall be red in color.

One (1)
23-08-4150

Crosslay Rollers, "U" Shaped, Both Sides

ROLLERS FOR CROSSLAY HOSE BED

The crosslay hosebed shall be equipped stainless steel "U" shaped roller system, one on each end of the hosebed.

One (1)
23-08-3150

Crosslay Cvr, Alum T/P (Non Walking Surface)

CROSSLAY HINGED COVER

Rosenbauer South Dakota

The crosslay hosebed shall be equipped with a single aluminum diamond plate hinged cover with vinyl end flaps with hook & loop fasteners. The cover shall have rubber bumpers, latching devices, and lift up handle on each end of the cover.

One (1)
29-20-5600

Vinyl Cover, Color, RED

The vinyl cover shall be red in color.

One (1)
23-08-4150

Crosslay Rollers, "U" Shaped, Both Sides

ROLLERS FOR CROSSLAY HOSE BED

The crosslay hosebed shall be equipped stainless steel "U" shaped roller system, one on each end of the hosebed.

One (1)
23-08-5019

Crosslay Dschgs, Over Pump Panel, Normal Height

CROSSLAY HOSEBEDS

Crosslay hosebed(s) shall be mounted over the upper pump panel or gauge panel in the upper portion of the pump enclosure. The crosslay hosebed shall be approximately 12" from the top of the pump enclosure.

One (1)
23-09-4200

Dschg, 2-1/2", Left Side, Pump Panel, NST

LEFT SIDE PUMP PANEL -- 2-1/2" DISCHARGE

One (1) 2-1/2" discharge shall be installed on the left side pump panel area and shall be controlled by a quarter turn ball valve. The discharge shall have 2-1/2" NST male hose threads and a chrome plated elbow with rocker lugs with 2-1/2" NST swivel female x 2-1/2" NST male hose threads. A color coded nameplate label shall be provided adjacent the control handle.

One (1)
21-01-2550

Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn

An Innovative Controls 3/4" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a recessed ID label provision. The handle shall lift, to open and push down, to close.

One (1)
24-02-3200

Elbow, 2-1/2"F x 2-1/2"M, Chrome

One (1) chrome plated elbow with rocker lugs shall be provided with 2-1/2" NST swivel female x 2-1/2" NST male hose threads.

One (1)
24-03-3400

Cap, 2-1/2", Chrome, Rocker Lug, w/Chain

One (1) 2-1/2" NST rocker lug chrome plated vented cap and cable or chain securement shall be provided.

One (1)
24-50-1150

Dschg Vlv Cntrl, Pull Rod, 1/4 Turn Lckg

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One (1) manually operated pull rod, with quarter turn valve, with locking feature shall be provided on the specified discharge. The handle shall be equipped with a color-coded nameplate label.

One (1)
24-61-1850

Valve (2-1/2")

The specified valve shall be a two and one half-inch (2-1/2") valve with a stainless ball. Gauge, Dschg, 2-1/2" 400#, White Face

One (1)
27-02-1150

One (1) 2-1/2" discharge pressure gauge (0-400 PSI) shall be provided. The face of the gauge shall be a WHITE dial with black letters. The gauges will be located on the pump instrument panel.

One (1)
23-10-4200

Dschg, 2-1/2", Right Side, Pump Panel, NST

RIGHT SIDE PUMP PANEL -- 2-1/2" DISCHARGE

One (1) 2-1/2" discharge shall be installed on the right side pump panel area and shall be controlled by a quarter turn ball valve. The outlet shall have 2-1/2" NH male hose threads. A chrome plated elbow with rocker lugs shall be provided with 2-1/2" NST swivel female x 2-1/2" NH male hose threads. A color coded nameplate label shall be provided adjacent the control handle.

One (1)
21-01-2550

Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn

An Innovative Controls 3/4" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a recessed ID label provision. The handle shall lift, to open and push down, to close.

One (1)
24-02-3200

Elbow, 2-1/2"F x 2-1/2"M, Chrome

One (1) chrome plated elbow with rocker lugs shall be provided with 2-1/2" NST swivel female x 2-1/2" NST male hose threads.

One (1)
24-03-3400

Cap, 2-1/2", Chrome, Rocker Lug, w/Chain

One (1) 2-1/2" NST rocker lug chrome plated vented cap and cable or chain securement shall be provided.

One (1)
24-50-1150

Dschg Vlv Cntrl, Pull Rod, 1/4 Turn Lckg

One (1) manually operated pull rod, with quarter turn valve, with locking feature shall be provided on the specified discharge. The handle shall be equipped with a color-coded nameplate label.

One (1)
24-61-1850

Valve (2-1/2")

The specified valve shall be a two and one half-inch (2-1/2") valve with a stainless ball. Gauge, Dschg, 2-1/2" 400#, White Face

One (1)
27-02-1150

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One (1) 2-1/2" discharge pressure gauge (0-400 PSI) shall be provided. The face of the gauge shall be a WHITE dial with black letters. The gauges will be located on the pump instrument panel.

One (1)
23-10-5400 Dschg, 3", Right Side, Pump Panel, NST

RIGHT SIDE PUMP PANEL -- 3" DISCHARGE

One (1) 3" discharge shall be installed on the right side pump panel area and shall be controlled by a quarter turn ball valve. The discharge shall have 3" NST male hose threads. A color coded nameplate label shall be provided adjacent the control handle.

One (1)
21-01-2550 Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn

An Innovative Controls 3/4" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a recessed ID label provision. The handle shall lift, to open and push down, to close.

One (1)
24-02-3400 Elbow, 3"F x 3"M, Chrome

One (1) chrome plated elbow with rocker lugs shall be provided with 3" NST swivel female x 3" NST male hose threads.

One (1)
24-03-3500 Cap, 3", Chrome, Rocker Lug, w/Chain

One (1) 3" NST rocker lug chrome plated vented cap and cable or chain securement shall be provided.

One (1)
24-53-0150 Dschg Vlv Cntrl, Pull Rod, 1/4 Turn, SM, Slow Close

One (1) valve equipped with a manually operated pull rod, with quarter-turn locking feature and a manual slow-close device shall be provided on the specified discharge. The handle shall be equipped with color-coded name plate.

One (1)
24-61-1860 Valve (3")

The specified valve shall be a three-inch (3") valve with a stainless ball.

One (1)
27-02-1150 Gauge, Dschg, 2-1/2" 400#, White Face

One (1) 2-1/2" discharge pressure gauge (0-400 PSI) shall be provided. The face of the gauge shall be a WHITE dial with black letters. The gauges will be located on the pump instrument panel.

One (1)
23-13-3250 Dschg, 2-1/2", Right Rr, NST

REAR RIGHT SIDE -- 2-1/2" DISCHARGE

One (1) 2-1/2" discharge shall be installed on the right side rear panel of the apparatus body and shall be controlled by a quarter turn ball valve on the pump panel. The discharge shall have

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One (1)
21-01-2550 2-1/2" NPT x 2-1/2" NST male hose threads adapter with 30 degree slant. The outlet shall be equipped with an engraved nameplate label shall be installed adjacent the valve control handle. Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn

One (1)
24-02-3200 An Innovative Controls 3/4" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a recessed ID label provision. The handle shall lift, to open and push down, to close.
Elbow, 2-1/2"F x 2-1/2"M, Chrome

One (1)
24-03-3400 One (1) chrome plated elbow with rocker lugs shall be provided with 2-1/2" NST swivel female x 2-1/2" NST male hose threads.
Cap, 2-1/2", Chrome, Rocker Lug, w/Chain

One (1)
24-50-1150 One (1) 2-1/2" NST rocker lug chrome plated vented cap and cable or chain securement shall be provided.
Dschg Vlv Cntrl, Pull Rod, 1/4 Turn Lckg

One (1)
24-61-1850 One (1) manually operated pull rod, with quarter turn valve, with locking feature shall be provided on the specified discharge. The handle shall be equipped with a color-coded nameplate label.
Valve (2-1/2")

One (1)
27-02-1150 The specified valve shall be a two and one half-inch (2-1/2") valve with a stainless ball.
Gauge, Dschg, 2-1/2" 400#, White Face

One (1)
26-18-1000 One (1) 2-1/2" discharge pressure gauge (0-400 PSI) shall be provided. The face of the gauge shall be a WHITE dial with black letters. The gauges will be located on the pump instrument panel.
Pump Enc, Top Mt, E/Alum, 40-49"W, Alum T/P W/way

TOP MOUNT PUMP ENCLOSURE

The top mount pump enclosure shall be removable and supported from the chassis frame rails. This enclosure will allow independent flexing of the pump enclosure from the body and allow for quick removal. The support structure shall be constructed of extruded aluminum tubing and angle. All pump intake discharge controls are to be mounted above the fire pump at a top mounted operator's control panel to provide around-the-truck visibility.

Access to the top mounted control panel shall be provided from both sides of the truck with a large full width walkway ahead of the control panel. The walkway and running boards shall be bolted in place and shall be constructed of slip-resistant NFPA compliant surfaces. There shall be four (4) rubber shock mounted lights furnished in the lower forward facing panel to illuminate the walkway.

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Access to the plumbing area shall be provided from both sides of the truck with a large full width walkway ahead of the control panel. The fire pump, valves and controls shall be accessible for service and maintenance as required by applicable sections of NFPA standards. In addition, a removable aluminum tread plate panel shall be provided on vertical surface on the front surface of the pump enclosure.

Access handrails shall be 1-1/4" in diameter extruded aluminum with chrome plated end brackets shall be provided and installed on each side, for easy access to the walkway.

Engine gauges and master pump gauges shall be mounted on the upper incline plane of the gauge and valve control panel. Both the upper gauge panel and lower valve control panel to be full width and completely removable for access to the pump compartment. The valve controls and individual pressure gauges to be located on the lower flat surface of the valve control panel.

All valves and control handles shall have removable escutcheons for easy valve service without removing the entire panel.

The following controls and equipment shall be provided on the pump panel or within the pump enclosure:

- Electric primer.
- Pump and plumbing area service lights.
- Pressure control device and throttle control.
- Fire pump and engine instruments.
- Pump intakes and discharge controls.
- Master intake and discharge gauges.
- Tank fill control.
- Tank suction control.
- Water tank level gauge.
- Pump panel lights.

Crosslay Installation

The dunnage area atop the pump enclosure shall be notched for the installation of a crosslay hose bed. The hosebed shall have smooth sides and removable grating under the hose area.

Provisions shall be provided to secure hose and equipment per requirements of applicable NFPA standards.

Rng Brd, LH Pump Panel, Alum T/P, TM

One (1)
26-30-1200

LEFT SIDE RUNNING BOARD -- TOP MOUNT PANEL

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The left top mount pump panels shall be equipped with a side running board. The running board will extend along the width of the pump enclosure from the forward end of the body module to behind the chassis cab.

The running board shall be constructed of aluminum tread plate, bolted in place with stainless steel fasteners. The step surfaces shall be in compliance with applicable sections of NFPA requirements.

One (1)
26-30-1250

Rng Brd, RH Pump Panel, Alum T/P, TM

RIGHT SIDE RUNNING BOARD -- TOP MOUNT PANEL

The right top mount pump panel shall be equipped with a side running board. The running board will extend along the width of the pump enclosure from the forward end of the body module to behind the chassis cab.

The running board shall be constructed of aluminum tread plate, bolted in place with stainless steel fasteners. The step surfaces shall be in compliance with applicable sections of NFPA requirements.

One (1)
26-31-5300

Pump Side Access Doors, Upper, Blk Thermo

PUMP ENCLOSURE ACCESS DOORS -- LEFT/RIGHT SIDE UPPER

A pump panel access door shall be provided on the upper left and right sides of the top mount pump enclosure. The access door shall be approximately 18" high and as wide as possible. The door shall be constructed of black thermoplastic covered aluminum with push button type latches.

One (1)
26-35-7100

Pump Panel, Blk Thermo, LH/RH/Top, TM

PUMP PANEL -- TOP MOUNT

The left hand, right hand, and top mount pump panels shall be constructed of black thermoplastic coating aluminum material and be fastened to the pump enclosure with 1/4" stainless steel bolts.

One (1)
26-35-1100

Pump Panel, Bltd, LH

LEFT SIDE PUMP PANEL -- BOLTED

The pump panel installed on the left hand side of the pump enclosure shall be fastened to the pump enclosure with 1/4" stainless steel bolts.

One (1)
26-35-1200

Pump Panel, Bltd, RH

RIGHT SIDE PUMP PANEL -- BOLTED

The pump panel installed on the right hand side of the pump enclosure shall be fastened to the pump enclosure with 1/4" stainless steel bolts.

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One (1)
26-55-5000 Labels, Test Data and Safety Placards

LABELS

Safety, information, data, and instruction labels for apparatus shall be provided and installed at the operator's instrument panel.

The labels shall include rated capacities, pressure ratings, and engine speeds as determined by the certification tests. The no-load governed speed of the engine, as stated by the engine manufacturer, shall also be included.

The labels shall be provided with all information and be attached to the apparatus prior to delivery.

One (1)
26-55-5100 Labels, Color Coded

COLOR CODED PUMP PANEL LABELING AND NAMEPLATES

Discharge and intake valve controls shall be color coded in compliance to guidelines of applicable sections of NFPA standards.

Permanent type nameplates and instruction panels shall be installed on the pump panel for safe operation of the pumping equipment and controls.

One (1)
26-56-1329 Pump Panel LED Lts (3), Weldon 2631, Top Mt, w/Swtch, 3x top, 2x sides

PUMP PANEL LIGHTS -- TOP MOUNT

Three (3) Weldon #2631 or equal LED lights with clear lenses shall be installed under an instrument panel light hood along the full width of the top mount pump panel. On each side, the pump enclosure shall have two (2) lights with light hood, controlled by the switch on pump panel.

One (1)
26-56-5700 Pump Panel Lt, Actuated w/Pump Engagement

PUMP PANEL LIGHTS

One (1) of the pump panel lights shall be illuminated at the time the fire pump is engaged into operation. The remaining lights shall be controlled by a switch located on the operator's instrument panel.

One (1)
27-01-4150 Gauge, Test Taps

TEST TAPS

Test taps for pump intake and pump pressure shall be provided on the pump instrument panel and be properly labeled.

One (1)
11057-0003 Water Tank Gauge, Class 1, Intelli-Tank, Pump Panel

11057-0003

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27-35-2050

WATER TANK GAUGE

The apparatus shall be equipped with one (1) Class1 "Intelli-Tank" water tank level gauge and shall be installed on the pump panel. The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 of a tank.

Each tank level gauge system shall include:

- A pressure transducer mounted on the outside of the tank in an easily accessible area. Sealed foam tanks will require zero pressure vacuum vents.
- Super bright LED 4-light display with a visual indication at nine accurate levels.

Weather resistant connectors to connect to the digital display, to the pressure transducer and to the apparatus power.

One (1)
25-25-0200 Water Tank, 1000 Gal, Pmpr/Tnkr , Poly

WATER TANK - 1000 GALLON

The apparatus shall be equipped with a one-thousand (1000) gallon polypropylene water tank. The tank shall be equipped with a four-inch (4") overflow pipe.

One (1)
25-44-1300 Water Tank, Fill Tower, 10" x 10", <1500 Gals

WATER TANK FILL TOWER

A fill tower measuring approximately 10" x 10" square shall be provided on the water tank up to and including 1500 gallons total capacity.

One (1)
25-42-1100 Water Tank, Base Specs, Poly

The apparatus shall be equipped with a polypropylene water tank. The tank body and end bulkheads shall be constructed of .75" thick, polypropylene, nitrogen-welded and tested inside and out. Tank construction shall conform to applicable NFPA standards. The tank shall carry a lifetime warranty.

The transverse and longitudinal .375" thick swash partitions shall be interlocked and welded to each other as well as to the walls of the tank. The partitions shall be designed and equipped with vent holes to permit air and liquid movement between compartments.

The .5" thick cover shall be recessed .375" from the top of the side walls. Hold down dowels shall extend through and be welded to both the covers and the transverse partitions, providing rigidity during fast fill operations. Drilled and tapped holes for lifting eyes shall be provided in the top area of the booster tank.

11057-0003

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A combination vent/water fill tower shall be provided at front of the tank. The 0.5" thick polypropylene fill and overflow tower shall be equipped with a hinged lid and a removable polypropylene screen. The overflow tube shall be installed in fill tower and piped with a minimum schedule 40 PVC pipe through the tank.

The water tank sump shall be located in the forward area of the tank. There will be a schedule 40 polypropylene tank suction pipe from the front of the tank to the tank sump. The tank drain and clean out shall be located in the bottom of the tank sump. The sump shall have a minimum 3" threaded outlet on the bottom to be used for a combination clean out and drain.

The pump to tank refill connection shall be sized to mate with tank fill discharge line. A deflector shield inside the tank will also be provided.

The tank shall rest on the body cross members in conjunction with such additional cross members, spaced at a distance that would not allow for more than 530 square inches of unsupported area under the tank floor. In cases where overall height of the tank exceeds 40 inches, cross member spacing must be decreased to allow for not more than 400 square inches of unsupported area.

The tank must be isolated from the cross members through the use of hard rubber strips with a minimum thickness and width dimension of 1/4" x 1" and a hardness of approximately 60 durometer. The rubber must be installed so it will not become dislodged during normal operation of the vehicle. Additionally, the tank must be supported around the entire bottom outside perimeter and captured both in the front and rear as well as side to side to prevent tank from shifting during vehicle operation.

A picture frame type cradle mount with a minimum of 2" x 2" x 1/4" mild steel, stainless steel, or aluminum angle shall be provided or the use of corner angles having a minimum dimension of 4" x 4" x 1/4" by 6" high are permitted for the purpose of capturing the tank.

Although the tank is designed on a free floating suspension principle, it is required that the tank have adequate vertical hold down restraints to minimize movement during vehicle operation. If proper retention has not been incorporated into the apparatus hose floor structure, an optional mounting restraint system shall be located on top of the tank, half way between the front and the rear on each side of the tank. These stops can be constructed of steel, stainless steel or aluminum angle having minimum dimensions of 3" x 3" x 1/4" and shall be approximately 6" to 12" long. These brackets must incorporate rubber isolating pads with a minimum thickness of 1/4" inch and a hardness of 60 durometer affixed on the underside of the angle. The angle should then be bolted to the body side walls of the vehicle while extending down to rest on the top outside edge of the upper side wall of the tank.

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Hose beds floors must be so designed that the floor slat supports extend full width from side wall to side wall and are not permitted to drop off the edge of the tank or in any way come in contact with the individual covers where a puncture could occur. Tank top must be capable of supporting loads up to 200 lbs per sq. foot when evenly distributed. Other equipment such as generators, portable pumps, etc. must not be mounted directly to the tank top unless provisions have been designed into the tank for that purpose. The tank shall be completely removable without disturbing or dismantling the apparatus structure.

One (1)
25-42-1190

Water Tank, Manufacturer, No Preference, Poly

The water tank shall be certified for the capacity of the water tank prior to delivery of the apparatus. This capacity shall be recorded on the manufacturer's record of construction and the certification shall be provided to the purchaser when the apparatus is delivered.

One (1)
01-18-0800

Warranty, Water Tank, No Preference

WATER TANK WARRANTY

The tank manufacturer warrants each tank to be free from manufacturing defects in material and workmanship for the service life of the vehicle (vehicle must be actively used in fire suppression). The tank must be installed in accordance with the manufacturer's installation manual. Every tank is thoroughly inspected and tested for leaks before leaving our facility. Should any problems develop with your booster/foam tank and will not meet performance criteria during the service life of the vehicle, notify the tank manufacturer in writing or call our TOLL FREE SERVICE HOT LINE. Provide the manufacturer with the serial number and a description of the problem. If the tank problem would render the truck out of service, the tank manufacturer will dispatch a service technician WITHIN 48 HOURS (2 DAYS) to repair the tank. (This time period is for North America only)

We will repair, or at our option, replace the tank with a new tank. The tank manufacturer will cover customary and reasonable costs to remove and install the tank. This warranty will not cover tanks that have been improperly installed, misused or abused, and the serial number must not have, been altered, defaced or removed. The tank manufacturer will not cover any unauthorized third party repairs or alterations. Any of these actions may void the warranty.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE TANK MANUFACTURER.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly cancelled. The tank

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manufacture neither assumes, nor authorizes any person supposing to act on its behalf, to change, nor assume for it, any warranty or liability concerning its product.

IN NO EVENT WILL THE TANK MANUFACTURER BE LIABLE FOR AN AMOUNT IN EXCESS OF THE PRESENT RETAIL, PURCHASE PRICE PLUS INSTALLATION AND REMOVAL COST OF THE BOOSTER TANK, FOR ANY LOSS OR DAMAGE, WHETHER DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHERWISE ARISING OUT OF FAILURE OF ITS PRODUCT.

This warranty gives you specific legal rights, and you may have other rights, which vary from state to state. Some states do not allow exclusion or limitation of incidental or consequential damage, so the above limitation or exclusion may not apply to you. Some states do not allow limitation on how long an implied warranty lasts, so the above limitation may not apply to you.

One (1)
43-00-4105

Hosebed, 70" Wide

HOSEBED WIDTH

One (1)
43-00-4150

The width of the hosebed shall be 70".
Hosebed, Grating, Extrd Alum, Sngl Axle

ALUMINUM HOSEBED GRATING SINGLE AXLE

The hose bed compartment deck shall be constructed entirely from maintenance-free, extruded aluminum slats. The slats shall have an anodized, radiused ribbed top surface. The slats shall be of widths approximately 3/4" high x 6" wide and shall be welded into a one-piece grid system to prevent the accumulation of water and allow ventilation to assist in drying hose.

One (1)
43-00-4300

Hosebed Cvr, Vinyl, Sgl Axle

VINYL HOSEBED COVER SINGLE AXLE

The apparatus shall be equipped with a vinyl hosebed cover with a weighted rear flap.

The cover, approximately 74" wide, shall be secured utilizing a Velcro fastening system at the front and sides of the hosebed body.

One (1)
29-20-5600

Vinyl Cover, Color, RED

One (1)
43-00-4105

The vinyl cover shall be red in color.
Hosebed, 70" Wide

HOSEBED WIDTH

One (1)
46-00-0000

The width of the hosebed shall be 70".
CT MODULAR BODY CONFIGURATIONS

11057-0003

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MODULAR BODY CONSTRUCTION

One (1)
46-00-0019

Bdy Const, Rosenbauer CT

MODULAR BODY

The apparatus body shall be designed and built using a computer aided drafting and three dimensional modeling program. This engineering program shall have finite element analysis capability, so the design can be studied and stress points identified. This will allow for a total design review to ensure the strongest and most durable body possible. The use of this engineering system will ensure accuracy and repeatability for service parts in the event of accidental damage. The body components shall be fabricated using CNC equipment to cut and bend the individual body parts.

One (1)
46-00-0069

Bdy, 98" Wide - 14/28" Half Depth Compartments

BODY WIDTH

The overall width of the pumper body shall not exceed 98".

COMPARTMENT DEPTH

The side compartments on the pumper body shall have the following dimensions:

Lower portion depth of 28"

Upper portion depth of 14"

One (1)
46-00-0109

Bdy Const - Rosenbauer CT - 1/8" Aluminum

1/8" ALUMINUM BODY

The compartment modules shall be fabricated using .125 5052H32 aluminum sheets. The individual compartment pieces shall be cut using a CNC high definition plasma or large cutting equipment. The pieces shall incorporate a "notch and tab" design. This design will ensure that all parts fit accurately. These compartment modules shall bolt to the subframe creating a completely independent modular body.

One (1)
46-00-0520

Compt Tops - Alum Treadplate

COMPARTMENT TOPS

The compartment top shall be formed from .190 aluminum treadplate, meeting NFPA slip resistant standards and shall extend down the side.

One (1)
46-00-1009

Sub-Frame, CT Body

SUB-FRAME

The apparatus shall be designed using a structural subframe, designed as an independent

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assembly, separate of the chassis frame. This will allow for a totally modular body, capable of being remounted to a different chassis if the need arises. Designs which do not use a modular subframe assembly will not be allowed.

This subframe shall be designed using heavy duty 7 gauge steel and 5/8" steel plates to form a subframe capable of carrying the loads designated by the Fire Department. The subframe shall be designed to carry a minimum of 500 lbs per compartment, distributed.

The subframe shall be assembled with "Huck" bolts to ensure maximum tightening and clamping force at all joints. It shall be bolted securely at the rear with a minimum of four (4) 5/8" grade 8 bolts on each side and mounted at the front using four (4) spring loaded assemblies and lateral guides to allow for maximum twist, yet keeping the body aligned on the chassis.

The subframe shall consist of formed 7 gauge cross members, spaced no more than 16-inches apart, to adequately support the water tank. There shall be 1/4" thick hard rubber channel pads covering the cross members, which will help prevent tank damage due to road shock. The tank shall be held in place by four (4) formed angle brackets, at least 3" high. These four brackets will prevent fore and aft and lateral movement of the tank. These cross members shall be attached to two (2) longitudinal 3x3 angles. These angles shall be at the ends of the cross members to allow the compartment to be attached and supported by these pieces. There shall be at least two down and out compartment supports under each compartment, ahead of and behind the rear wheels.

One (1)
43-00-0340

GALVANIZED SUB-FRAME

The apparatus body subframe shall be constructed entirely of heavy steel structural channel material.

Two full frame lengths, three-inch (3") 3.4 pound per foot longitudinal steel channels shall form the sides of the body subframe and sides of the water tank cradle. Subframe crossmembers shall be fabricated with three inch (3") 3.4 pound per foot heavy steel channel cross members welded to the longitudinal body subframe sides and the full length frame pads.

Two full frame length 1/2" x 3" flat steel frame pads shall be attached to the body subframe and rest on top of the chassis frame rails for proper frame weight distribution.

The steel frame pads, longitudinal steel channels and subframe crossmembers shall be attached to the chassis frame rails using heavy "U" bolt fasteners to allow removal of the subframe and body assembly from the chassis. There shall be a barrier provided between the subframe and body to prevent electrolysis.

The rear subframe and lower body platform support members shall be of the "two piece" design,

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fabricated of 3.4 lb. Per foot heavy channel and welded to the full length subframe channel liners at the rear.

A minimum of two rear platform support channels shall be provided and constructed of 3.4 lb. Per foot heavy steel material. Each support channel shall have welded in gusset where the support meets the rear subframe rails.

After fabrication the entire subframe assembly shall be hot dip galvanized to prevent corrosion. The hot dip galvanized subframe shall have a lifetime warranty against failure due to corrosion.

This steel subframe shall carry the weight of the apparatus body, tank, water and equipment. This method of apparatus construction gives an excellent strength/weight ratio.

Whl Well Module, Alum Pntd, Sngl Axle

One (1)
46-00-0610

SINGLE AXLE WHEEL WELL LINER

For ease of accessibility and maintenance, wheel well module shall be painted smooth aluminum plate.

To fully protect the wheel well area from road debris and to aid in cleaning, a full depth (minimum of 25") radius wheel well liner shall be provided.

Fenderette, Polished Aluminum

One (1)
44-06-4100

FENDERETTES

The rear wheel wells shall be radius cut for a streamlined appearance. A polished aluminum fenderette shall be furnished at each rear wheel well opening, held in place with concealed stainless steel fasteners.

Roll-Up Drs - ROM Mfg

One (1)
30-02-1150

ROLL UP DOOR CONSTRUCTION

The roll up door(s) shall be fabricated from aluminum extrusions and be manufactured and assembled in the United States.

The door slats shall be double-wall extrusions with dimensions of 1.366" high x .315" thick. The exterior surface shall be flat and the interior surface concave to deflect loose equipment to prevent the door from jamming. Each slat shall have interlocking end shoes to prevent the slat from moving side to side resulting in binding of the door. Each slat shall be separated by a co-extruded PVC and rubber inner seal to prevent metal to metal contact and minimize dirt and moisture from entering the compartment. The inner seal shall not be visible from the exterior to maintain a clean appearance of door. The slats shall have interlocking joints with a folding locking flange to provide security and prevent penetration by sharp objects.

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The track shall be a one (1) piece aluminum assembly that has an attaching flange and finishing flange incorporated into the design that facilitates installation and provides a finished look to the door without additional trim or caulking. A low profile side seal shall be utilized to maximize usable compartment space.

A drip rail designed to prevent water from dripping into the compartment shall be provided. The drip rail shall have a built in replaceable non-contacting seal to eliminate scratching of the surface of the door.

Bottom rail extrusion must have smooth back to prevent loose equipment from jamming the door and have "V" shaped double seal to prevent water and debris from entering the compartment. The door latch system shall be a full width one (1) piece lift bar that enables the user to operate with one hand.

The roll mechanism shall have a clip system that connects the curtain slats to the operator drum to allow for easy tension adjustment without tools. A four (4) inch diameter counterbalanced operator drum to shall be incorporated to assist in lifting the door.

One (1)
46-01-0209

Bdy, CT Alum, Pmpr/Tnkr , 144"

BODY CONFIGURATION

The modular aluminum apparatus body shall be 144" long
LEFT SIDE COMPARTMENTS

One (1)
46-09-0002

Cmpt Height, 72" High Left

One (1)
46-09-0200

COMPARTMENT HEIGHT

The body compartments shall be 72" in height.
Ahd Rr Whls - Full Ht Comp't 37" - Roll Up Dr - Natural Finish

One (1)
46-10-0019

FORWARD COMPARTMENT

There shall be one (1) full height compartment module located ahead of the rear wheels. The compartment module shall be equipped with a full height natural finish roll up door and shall be 37" wide.

The compartment shall be equipped with the following:
Cmpt LED Strip Lt, (2) Ea Cmpt (approx 30")

One (1)
55-01-4119

COMPARTMENT LIGHTS

11057-0003

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Two (2) vertically mounted LED strip lights shall be installed inside the compartment. The lights shall have a polycarbonate lens to eliminate breakage from impact and eliminate heat build up and each light shall be approximately 30" in length.

One (1)
55-01-4219

Cmpt Lt, Mtng Door Jamb

The compartment light shall be mounted in the door jamb to illuminate the compartment interior.

One (1)
55-06-1409

Cmpt Lt, Dr Swtch, Magnetic, Ea

The compartment light will be controlled by a magnetic "On-Off" switch located on each compartment door.

One (1)
46-11-0019

Upr Hgh Sde - Sgle Comp't 70" - Roll Up Dr - Natural Finish

OVERWHEEL COMPARTMENT

There shall be one (1) compartment module above the rear wheels. The compartment module shall be equipped with a natural finish roll up door and shall be 70" wide.

The compartment shall be equipped with the following:

One (1)
55-01-4119

Cmpt LED Strip Lt, (2) Ea Cmpt (approx 30")

COMPARTMENT LIGHTS

Two (2) vertically mounted LED strip lights shall be installed inside the compartment. The lights shall have a polycarbonate lens to eliminate breakage from impact and eliminate heat build up and each light shall be approximately 30" in length.

One (1)
55-01-4219

Cmpt Lt, Mtng Door Jamb

The compartment light shall be mounted in the door jamb to illuminate the compartment interior.

One (1)
55-06-1409

Cmpt Lt, Dr Swtch, Magnetic, Ea

The compartment light will be controlled by a magnetic "On-Off" switch located on each compartment door.

One (1)
46-12-0019

Bhd Rr Whls - Full Ht Comp't 37" - Roll Up Dr - Natural Finish

REAR COMPARTMENT

There shall be one (1) full height compartment module located behind the rear wheels. The compartment module shall be equipped with a full height natural finish roll up door and shall be 37" wide.

An easy to reach panel with hinged door shall be provided to access the wiring components in the rear compartment.

The compartment shall be equipped with the following:

One (1)

Cmpt LED Strip Lt, (2) Ea Cmpt (approx 30")

Rosenbauer South Dakota

55-01-4119

COMPARTMENT LIGHTS

Two (2) vertically mounted LED strip lights shall be installed inside the compartment. The lights shall have a polycarbonate lens to eliminate breakage from impact and eliminate heat build up and each light shall be approximately 30" in length.

One (1)
55-01-4219

Cmpt Lt, Mtng Door Jamb

The compartment light shall be mounted in the door jamb to illuminate the compartment interior.

One (1)
55-06-1409

Cmpt Lt, Dr Swtch, Magnetic, Ea

The compartment light will be controlled by a magnetic "On-Off" switch located on each compartment door.

One (1)
46-14-0000

RIGHT SIDE COMPARTMENTS

One (1)
46-14-0010

Cmpt Height, 72" High Right

COMPARTMENT HEIGHT

The body compartments shall be 72" in height.

One (1)
46-15-0019

Ahd Rr Whls - Full Ht Comp't 37" - Roll Up Dr - Natural Finish

FORWARD COMPARTMENT

There shall be one (1) full height compartment module located ahead of the rear wheels. The compartment module shall be equipped with a full height natural finish roll up door and shall be 37" wide.

One (1)
55-01-4119

The compartment shall be equipped with the following:

Cmpt LED Strip Lt, (2) Ea Cmpt (approx 30")

COMPARTMENT LIGHTS

Two (2) vertically mounted LED strip lights shall be installed inside the compartment. The lights shall have a polycarbonate lens to eliminate breakage from impact and eliminate heat build up and each light shall be approximately 30" in length.

One (1)
55-01-4219

Cmpt Lt, Mtng Door Jamb

The compartment light shall be mounted in the door jamb to illuminate the compartment interior.

One (1)
55-06-1409

Cmpt Lt, Dr Swtch, Magnetic, Ea

The compartment light will be controlled by a magnetic "On-Off" switch located on each compartment door.

One (1)
46-16-0019

Upr Hgh Sde - Sgle Comp't 70" - Roll Up Dr - Natural Finish

11057-0003

Rosenbauer South Dakota

OVERWHEEL COMPARTMENT

There shall be one (1) compartment module above the rear wheels. The compartment module shall be equipped with a natural finish roll up door and shall be 70" wide.

The compartment shall be equipped with the following:

One (1)
55-01-4119 Cmpt LED Strip Lt, (2) Ea Cmpt (approx 30")

COMPARTMENT LIGHTS

Two (2) vertically mounted LED strip lights shall be installed inside the compartment. The lights shall have a polycarbonate lens to eliminate breakage from impact and eliminate heat build up and each light shall be approximately 30" in length.

One (1)
55-01-4219 Cmpt Lt, Mtng Door Jamb

The compartment light shall be mounted in the door jamb to illuminate the compartment interior.

One (1)
55-06-1409 Cmpt Lt, Dr Swtch, Magnetic, Ea

The compartment light will be controlled by a magnetic "On-Off" switch located on each compartment door.

One (1)
46-17-0019 Bhd Rr Whls - Full Ht Comp't 37" - Roll Up Dr - Natural Finish

REAR COMPARTMENT

There shall be one (1) full height compartment module located behind the rear wheels. The compartment module shall be equipped with a full height natural finish roll up door and shall be 37" wide.

The compartment shall be equipped with the following:

One (1)
55-01-4119 Cmpt LED Strip Lt, (2) Ea Cmpt (approx 30")

COMPARTMENT LIGHTS

Two (2) vertically mounted LED strip lights shall be installed inside the compartment. The lights shall have a polycarbonate lens to eliminate breakage from impact and eliminate heat build up and each light shall be approximately 30" in length.

One (1)
55-01-4219 Cmpt Lt, Mtng Door Jamb

The compartment light shall be mounted in the door jamb to illuminate the compartment interior.

One (1)
55-06-1409 Cmpt Lt, Dr Swtch, Magnetic, Ea

The compartment light will be controlled by a magnetic "On-Off" switch located on each compartment door.

One (1)
46-18-0019 Rr Cntr Comp't - 45" Low Roll Up/Non Trans - Natural Finish

Rosenbauer South Dakota

REAR CENTER COMPARTMENT

There shall be one (1) compartment located at the rear of the apparatus. The compartment shall be 45" high x 24" deep x 42" wide and be equipped with a natural finish roll up door. The compartment shall be partitioned off from the side compartments.

The compartment shall be equipped with the following:

One (1)
55-01-4119 Cmpt LED Strip Lt, (2) Ea Cmpt (approx 30")

COMPARTMENT LIGHTS

Two (2) vertically mounted LED strip lights shall be installed inside the compartment. The lights shall have a polycarbonate lens to eliminate breakage from impact and eliminate heat build up and each light shall be approximately 30" in length.

One (1)
55-01-4219 Cmpt Lt, Mtng Door Jamb

The compartment light shall be mounted in the door jamb to illuminate the compartment interior.

One (1)
55-06-1409 Cmpt Lt, Dr Swtch, Magnetic, Ea

The compartment light will be controlled by a magnetic "On-Off" switch located on each compartment door.

One (1)
90-02-3509 Ladder Strge, Vrtcl Slide In, Right Rr Bdy

SLIDE OUT VERTICAL LADDER MOUNTINGS

The ladder shall slide into the right rear of the apparatus, through the right side of the body. The vertically mounted slide in assembly shall be an integral part of the body and accessible through a hinged door.

One (1)
90-02-2921 Compt Door, Smooth, With Chevron

The hinged door shall be constructed of smooth material, with chevron striping applied to match the rear of the apparatus body.

One (1)
90-03-0400 Ladders, Provd'd By Purchaser/Fire Dept

LADDER SOURCE

New ground ladders shall be provided by the purchaser.

One (1)
44-01-1460 Bdy Trim, Frnt Cmpt, Ht of Side Cmpts, Alum T/P

FRONT BODY PROTECTION PANELS

Aluminum tread plate overlays and panels shall be installed on the front of the body compartment from the lower edge to the top of the compartment doors.

One (1)
44-01-4009 Bdy Trim, Entire Rr Bdy, Smooth for Chevron Stripe

Rosenbauer South Dakota

REAR BODY PROTECTION PANELS

The rear body panels of the body shall be a smooth material, to allow for the proper application and installation of a "Chevron" stripe on the rear.

One (1)
43-18-0600

Extrd Alum Rubrails

EXTRUDED ALUMINUM RUB RAILS

Full body length polished aluminum rub rails shall be bolted in place on the right and left body sides and in the pump panel area. The rub rails shall extend outward beyond the body sides for protection of the compartments and doors. There shall be a bolt on aluminum corner casting on each rear corner to blend the rear tailboard assembly with the side rub rails.

One (1)
43-18-1200

The side rub rails shall be a heavy extruded aluminum "C" channel.
Rr Step / Tailboard 16"

REAR STEP/TAILBOARD

A single piece .188 rear step/tailboard shall be furnished that is a minimum of 16.00" deep and full width of the apparatus body, from rub rail to rubrail. The tailboard shall be provided with a removable casting on each corner for a pleasing appearance.

One (1)
43-19-3100

Handrails, Pmpr, Rr Step, Vrtcl, 48", Pair

HANDRAIL REAR STEP

Two (2) extruded aluminum non-slip handrails, approximately 48" in length, shall be provided and mounted on the rear of the apparatus, one (1) on each side of the body.

One (1)
43-19-3200

Handrails, Pmpr, Below Hosebed, Hrzntl, 48"

HANDRAIL BELOW HOSEBED

One (1) extruded aluminum non-slip handrail, approximately 48" in length, shall be provided and horizontally mounted below the hosebed on the rear of the apparatus.

One (1)
43-19-4109

Steps, Fldg, Rear, Left Hand (4), Integral LED Lts

FOLDING STEPS LEFT SIDE REAR

Four (4) folding steps of die cast high-strength zinc/aluminum alloy, plated with a superior automotive grade chrome finish shall be provided. The greater than 42 sq. in. serrated non-skid step traction area also offers an oversized non-slip grasp hand-hold. A heavy duty stainless steel spring design firmly holds the step in the open or closed positions. A rubber stop prevents any transit noise and rattles in the closed position. Step lighting shall be from a LED light mounted above the step.

Rosenbauer South Dakota

The step has been third part tested to assure conformation of NFPA 1901 and FHA, 49CFR specifications for stepping surfaces and handhold.

One (1)
80-06-1000

The steps shall be installed on the rear left side of the body.
Bdy Paint

BODY PAINT PROCESS

All bright metal fittings, if unavailable in stainless steel shall be heavily chrome plated. Iron fittings shall be copper plated prior to chrome plating.

All seams shall be caulked both inside and along the exterior edges with a urethane automotive sealant to prevent moisture from entering between any body panel.

The body and all parts shall be thoroughly washed with a grease cutting solvent (PPG DX330) prior to any sanding. After the body has been sanded and the weld marks and minor imperfections are filled and sanded, the body shall be washed again with (PPG DX330) to remove any contaminants on the surface.

The first coating to be applied is a pre-treat self etching primer (PPG DX1787) (.5 to 1.0 dry film build) for maximum adhesion to the body material. The next two to four coats (depending on need) shall be an acrylic urethane primer surfacer (PPG K36). The film build shall be 4-6 mils when dry. The primer surfacer coat, after appropriate dry time, shall be sanded with 320-600 grit sandpaper to ensure maximum gloss of the paint. The last step is the application of at least three coats of PPG Delfleet polyurethane two-component color (single stage). The film build being 2-3 mils dry. The single stage polyurethane, when mixed with corresponding catalyst shall provide a UV barrier to prevent fading and chalking.

One (1)
80-30-5000

All products and technicians are certified by PPG every two (2) years.
Compt Finish, Spatter Coat

INTERIOR COMPARTMENT FINISH

The apparatus side compartment interiors are to be painted with a spatter finish material. The compartments shall be cleaned with a grease remover, and then the surface sanded and prepared for painting. The compartment shall be provided with two (2) coats of white epoxy. The compartments are then coated with a splatter paint top coat.

Compartment interiors that are wrinkle finished or are topcoat web painted do not meet the intent nor durability of this requirement and are not acceptable.

One (1)
80-40-2000

Paint, Chassis WHls, Sngl Axle

WHEEL PAINTING

11057-0003

Rosenbauer South Dakota

The front and rear wheels shall be finish painted to match the apparatus body. Wheels shall be properly prepared and finished with primer coats and top coats as specified.

One (1)
80-42-1500

Bdy Paint, Touch Up, 2 oz. Bttl, One Color

TOUCH-UP PAINT

One (1) two (2) ounce bottle of touch-up paint shall be furnished with the completed truck at final delivery.

One (1)
80-51-2000

Stripe, Sngl Reflective, 4", Straight Design

CAB AND BODY STRIPE

A straight Scotchlite reflective stripe, 4" minimum in width, shall be applied horizontally around the cab and body in compliance with applicable NFPA 1901 standards. The purchaser shall specify the color and location of the stripe.

One (1)
80-51-3000

Stripe, Reflective, Chevron Pattern Entire Rr

CHEVRON STRIPING

The entire rear portion of the body shall have a 3M red/amber reflective chevron style striping, applied at a 45-degree upward angle pointing towards the center upper portion of the rear panel.

Pay Scale for Detention Center Staff Sergeant

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1 st yr. Prob	\$14.00	\$14.39	\$14.79	\$15.20	\$15.63

SSgt. Was created in early 2015 and was advertised as such when the position was filled. Position Description was developed at that time. Pay Scale was never addressed by County Commission or Union, therefor we need to address it for Commission approval and union approval.

CIBOLA COUNTY
Michael K. Dodds D.O.D.
Adrienne Jaramillo C.O.O.
Jeff Mayers C.O.L.
Melody Pohl C.O.S.

CIBOLA COUNTY DETENTION CENTER
114 McBride Rd. S#A
Grants NM 87020



POSITION TITLE:
INTERIM STAFF SERGEANT
DEPARTMENT:
DETENTION CENTER
REPORTS TO:
CAPTAIN
CLASSIFICATION:
REGULAR/FULL TIME/NON-EXEMPT

POSITION ANNOUNCEMENT

****NOTE** You are not required to disclose information about physical or mental limitations that you believe will not interfere with your capability to do the job. On the other hand, if you want the employer to consider special arrangements to accommodate a physical or mental impairment, you may identify that impairment in the space provided and suggest the kind of accommodation that you believe would be appropriate.

MINIMUM & REQUIREMENTS:

1. High School Diploma or GED that is equivalent to the standards of the NM Public of Education Department and recognized by said department as an accredited diploma, or GED.
2. Must have at least (5) years experience in corrections or law enforcement, or related field, including (2) years experience as a Detention/Corrections Sergeant, or equivalent combination of training, education and work experience.
3. Must possess or have ability to possess a Firearms Certification.
4. Ability to communicate effectively and coherently.
5. Ability to perform the essential duties as listed below.
6. Must possess a valid New Mexico driver's license.
7. May not have been convicted of a felony.
8. May not have a DWI or DUI in the last three current years.
9. Must be able to pass a drug screen, physical exam, and a criminal background investigation.

Applications may be obtained at the Cibola County Manager's Office during regular working hours (8:00AM – 5:00PM) Monday through Friday at 515 West High Street Grants, NM and are available for download at co.cibola.nm.us. The Deadline for submittal applications to the Manager's Office is by **4:30PM on Friday May 22, 2015.**

FUNCTION ANALYSIS

MENTAL FUNCTIONS

YES NO

- 1. Ability to effectively communicate, orally and in writing in English.
- 2. Ability to interpret laws pertaining to detention and corrections.
- 3. Ability to observe details accurately, recognize suspicious behavior.
- 4. Ability to carry out written and oral instructions.
- 5. Ability to maintain cooperative working relationships with those contacted in the course of work.
- 6. Ability to remain alert at all times and react quickly, efficiently and calmly in emergency and other high stress situation.
- 7. Ability to use sound judgment and rational thinking under potentially dangerous circumstances.
- 8. Ability to evaluate various options and alternatives and choose an appropriate and reasonable course of action.
- 9. Ability to demonstrate intellectual capabilities.
- 10. Ability to enforce federal, state, local laws, and departmental regulations.
- 11. Ability to prepare routine reports.
- 12. Ability to train, supervise, and evaluate the work of subordinate personnel.
- 13. Ability to obtain information via interviews and interrogations.

Intentionally left blank

WORKING CONDITIONS

YES NO

- 1. Work may be performed both indoors and outdoor. Employee may be exposed to the various elements of nature, and various terrains.
- 2. May be exposed to contagious body fluids.
- 3. Exposure to dangerous persons.
- 4. Exposure to firearms.
- 5. May be exposed to hazardous chemicals, smoke, or potentially hazardous or volatile situations.

EQUIPMENT, TOOLS AND MATERIALS

YES NO

- 1. Computer, keyboard, typewriter, calculator, telephone, photocopy machine, fax machine, and specialized medical equipment.
- 2. Firearms, electronic restraints, hand and leg cuffs, belly chains and other restraint devices.

EMPLOYEE DECLARATION

I have read the above Position Specifications and I understand the demands and expectations of the position described and to the best of my knowledge, believe I can perform these duties.

NAME: _____ DATE: _____

SIGNATURE: _____

Cibola County Detention Center



Interim Staff Sergeant

The Cibola County Detention Center is seeking qualified applicant(s) for the full time position of Interim Staff Sergeant.

REPORTS TO: CAPTAIN

CLASSIFICATION: REGULAR/FULL TIME/NON-EXEMPT

****NOTE:** You are not required to disclose information about physical or mental limitations that you believe will not interfere with your capability to do the job. On the other hand, if you want the employer to consider special arrangements to accommodate a physical or mental impairment, you may identify that impairment in the space provided and suggest the kind of accommodation that you believe would be appropriate.

MINIMUM REQUIREMENTS:

1. High School Diploma or GED that is equivalent to the standards of the NM Public of Education Department and is recognized by said department as an accredited diploma or GED.
2. Must have at least (5) years experience in corrections or law enforcement, or related field, including (2) years experience as a Detention/Corrections Sergeant, or equivalent combination of training, education and work experience.
3. Must possess or have ability to possess a Firearms Certification.
4. Ability to communicate effectively and coherently.
5. Ability to perform the essential duties as listed below.
6. Must possess a valid New Mexico driver's license.
7. May not have been convicted of a felony.
8. May not have a DWI or DUI in the last three current years.
9. Must be able to pass a drug screen, physical exam, and a criminal background investigation.

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The deadline for submittal of applications to the Manager's office is by 4:30 p.m. on Friday, May 22, 2015.

CIBOLA COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

RIO SAN JOSE FLOOD CONTROL DISTRICT

P O Box 405
Grants, NM 87020
(505) 285-6694

February 25, 2016

Cibola County Commission
515 W High St.
Grants, NM 87020

Dear Commissioners:

Enclosed please find the Rio San Jose flood Control District's **Certificate of Property Tax Assessment for Fiscal Year 2016-2017**, as well as the legal description of the district boundary.

Please sign the document at your earliest convenience, keep one copy for your records and return the other to us at the above address:

The Rio San Jose Flood Control District has financially assisted with over \$300,000.00 in flood control projects during the past four years in Cibola County, the City of Grants, and the Village of Milan. The FCD has also committed \$250,000.00 to fund drainage projects in Grants and Milan in the upcoming fiscal year.

Thank you for your consideration.

Sincerely,



Alex Gonzales,
Chairman

Rio San Jose Flood Control District
P O Box 405
Grants, NM 87020
(505) 285-6694

Rio San Jose Flood Control District

CERTIFICATE OF PROPERTY TAX ASSESSMENT

TO:
Cibola County Commission
Cibola County New Mexico

DATE:
February 25, 2016

Dear Commissioners:

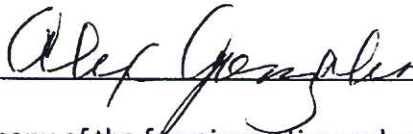
Pursuant to 72-18-20 (K) NMSA (1981 Supp.) the Board of Directors of the Rio San Jose Flood Control District hereby certifies to the Cibola County Commission that the Board of Directors has fixed the rate of one-half of one mill as the tax to be imposed upon the assessed valuation of all taxable property within the Rio San Jose Flood Control District.

A legal description of the District is attached hereto and made a part hereof by reference (there has been no change in the description unless noted there on specifically).

The Board of County Commissioners is hereby directed that at the time in the manner required by law for levying taxes for other purposes, the Board of County Commissioners shall levy a one-half mill tax upon assessed valuation of all taxable property within the District.

Your assistance and cooperation is sincerely appreciated.

RIO SAN JOSE FLOOD CONTROL DISTRICT

BY: 

Receipt of a copy of the forgoing notice and certificate is hereby acknowledged on the

DATE OF: _____

BY: _____

The general description of the boundaries of the
Rio San Jose Flood Control District are as follows:

From the NE corner of Sec. 33, R. 10 W, T. 11 N; S to the SE corner of S. 4 R. 10 W, T. 10 N; W to the SW corner S. 6, R. 10 W, T. 10 N; diagonally to the NE corner Sec. 28, R. 11 W, T. 10 N. Then S to the NE corner Sec. 33, R. 11 W, T. 10 N; W to the NW corner Sec. 33, R. 11 W, T. 10 N; S to the SW corner Sec. 32, R. 11 W, T. 10 N; then W to the SW corner Sec. 36, R. 12 W, T. 10 N; N to the NW corner Sec. 36, R. 12 W, T. 10 N; W to the SW corner Sec. 26, R. 12 W, T. 10 N. Then N to the NE corner Sec. 22, R. 12 W, T. 10 N; then W to the NW corner Sec. 22, R. 12 W, T. 10 N. North to the NE corner Sec. 33, R. 12 W, T. 11 N; W to the NW corner Sec. 31, R. 12 W, T. 11 N. Then S to the SW corner Sec. 31, R. 12 W, T. 11 N, W to the Continental Divide (as defined by the BLM Land Status Maps.) Then following the Continental Divide in a generally NW to NE to an Easterly direction to the approximate junction of the Continental Divide and the NW corner of Sec. 2, R. 11 W, T. 15 N. From here on a diagonal line to the NW corner of Sec. 30, R. 10 W, T. 15 N; East to the NE corner Sec. 29, R. 9 W, T. 15 N. Then S to the SW corner Sec. 32, R. 9 W, T. 15 N; E to the NE corner Sec. 4, R. 9 W, T. 14 N; S to the SW corner Sec. 4, R. 9 W, T. 14 N. Then E to the NE corner Sec. 10, R. 9 W, T. 14 N; then S to the SE corner Sec. 10, R. 9 W, T. 14 N; then E to the NE corner Sec. 13, R. 9 W, T. 14 N; S to the NE corner Sec. 36, R. 9 W, T. 14 N; E to the NE corner Sec. 32, R. 8 W, T. 14 N; S to the SE corner Sec. 5, R. 8 W, T. 13 N; E to the NE corner Sec. 11, R. 8 W, T. 13 N. Then diagonally to the NE corner of Sec. 19, R. 7 W, T. 13 N; S to the Mount Taylor Peak. Then SE on a line to the NE Cubero Land Grant Boundary in Sec. 20, R. 6 W, T. 11 N. Southeast along the Cubero Land Grant Boundary; then W along same to the junction of the Acoma, Laguna and Cubero Land Grant boundaries. Following the Acoma Reservation boundary South and West and then North to the junction of State Highway 117 and the boundary of the Acoma Reservation (in the vicinity of the NE corner of Sec. 8 R. 9 W, T. 8 N.) Then in a Northerly direction along State Highway 117 to its junction with Interstate 40. Northwest along the Southern edge of Interstate 40 to the Grants City Limits. Along the Southern boundary of the Grants City Limits to the junction of the City Limits and the NE corner of Sec. 35, R. 10 W, T. 11 N. Then W to the NE corner Sec. 33, R. 10 W, T. 11 N.

**MEMORANDUM OF AGREEMENT
FOR CHALLENGING IMPLEMENTATION OF TRAVEL MANAGEMENT
PLAN OF THE GILA NATIONAL FOREST**

THIS AGREEMENT is entered into by and between the Board of County Commissioners of the County of Catron (“Catron County”), the Board of County Commissioners of the County of Sierra (“Sierra County”), the Board of County Commissioners of the County of Socorro (“Socorro County”), Board of County Commissioners of the County of Cibola (“Cibola County”), Board of County Commissioners of the County of Hidalgo (“Hidalgo County”), Board of County Commissioners of the County of Luna (“Luna County”), Board of County Commissioners of the County of Grant (“Grant County”), and the Arizona/New Mexico Coalition of Counties (“Coalition of Counties”), collectively “the Parties”.

WHEREAS, Catron County, Sierra County, Socorro County, Cibola County, Hidalgo County, Luna County, and Grant County are bodies politic existing by and under the Constitution and Laws of the State of New Mexico; and,

WHEREAS, County government is charged with safeguarding the health, safety, and welfare of its citizens;

WHEREAS, rural counties’ socioeconomic wellbeing, health, safety, and culture can be strongly impacted by the management of the surrounding federal lands;

WHEREAS, the Gila National Forest has closed more than 25% of roads within the forest, and up to 58% of “unauthorized” user-made routes through the Forest; routes are in fact authorized as the Gila is an open forest and such user-made routes are authorized by the Forest Land and Resource Management Plan (LRMP);

WHEREAS, the Gila National Forest, after agreeing to conduct joint environmental planning with the Counties, abruptly reversed its agreement; disregarded expressed concern throughout the Travel Management Plan process concerning the historical, cultural, economic, and recreational needs of citizens and visitors; and failed coordinate or engage the Counties in a meaningful way during the planning process;

WHEREAS, the Travel Management Plan does not address the loss of roads due to recent fires and how this loss would affect the Counties, although access to hunting opportunities and emergency access is clearly impeded by these circumstances;

WHEREAS, the Travel Management Plan has failed to give appropriate consideration to the Counties’ need for roads for emergency response vehicles;

WHEREAS, the Travel Management Plan has failed to consider that forest based recreation is an economic boon to the citizens of the Counties, the median income of whom is below the state median, and the rural nature of which makes them more reliant upon the forest than the state average, by reducing or eliminating jobs related recreation in the Forest via closure of roads;

WHEREAS, the Forest Service is closing or changing the use of certain roads which the Counties have claimed under R.S. 2477 under the guise of the TMP, and further proposes to require special permission to access some roads, which may affect the access to and value of private property and grazing allotments;

WHEREAS, the Travel Management Plan fails to comply with the National Forest Management Act (NFMA) and the National Forest Roads and Trails Act which require the Forest Service to maintain a

transportation system of sufficient size and diversity to access all parts of the forest to accomplish forest management programs and tasks, as well as support the other activities that occur in the forest such as recreation, hunting, livestock operations, and wood gathering;

WHEREAS, the Travel Management Plan fails to comply with the Multiple Use Sustained Yield Act (MUSY) in that it fails to strike an appropriate balance in managing recreation and public enjoyment while maintaining other values and uses by disregarding the value of the forest for human use;

WHEREAS, the Travel Management Plan fails to comply with the Organic Act of 1897 which provides that all persons have virtually unlimited ingress and egress to the national forests;

WHEREAS, the Travel Management Plan relies on no credible evidence that roads are a significant negative factor in the forest landscape; in fact, within the Gila National Forest, all species habitat is abundant, stable, and secure according to its own research and information.

NOW THEREFORE the parties hereby agree as follows:

1. Purpose. The parties enter into this Memorandum of Agreement to outline their respective contributions toward the challenge of the Travel Management Plan of the Gila National Forest.

2. Duties and Responsibilities. The Parties shall jointly engage the Budd-Falen Law Offices, LLC, to challenge to the Travel Management Plan of the Gila National Forest.

3. Additional Voluntary Contributions. Nothing in this Agreement shall preclude any of the parties from voluntarily agreeing to assume additional responsibilities for costs or fees; however, any such agreement shall be reduced to writing in accordance with section 8, below.

4. Funding, Allocation of Costs, and Reimbursement. The Parties shall equally share in the cost of the challenge to the Travel Management Plan, and will which the Budd-Falen Law Offices, LLC, has estimated will cost \$50,000.00 through appeal. Each Party will initially contribute \$6,250.00 towards the Budd-Falen Law Offices, LLC's, retainer. Any excess contributions will be refunded to each party proportionate to their contribution.

5. Compliance with Procurement Laws. Each party shall be responsible for complying with all applicable laws, rules, and regulations governing that party's procurement of goods and/or services necessary to fulfill that party's responsibilities under this Agreement.

6. Accountability for Receipts and Disbursements. The parties shall each be strictly accountable for all receipts and disbursements of their own funds in compliance with law when engaging in the activities contemplated by this Agreement.

7. Term. This Agreement shall remain in effect for an indefinite period of time, or until the Agreement is modified or replaced by a subsequent agreement among the parties, or terminated by any of the parties pursuant to section 11. No services shall be

rendered until this Agreement has been executed by all parties regardless of the indicated effective date.

8. Amendments. This Agreement shall not be altered, modified, or amended except by instrument in writing executed by all parties.

9. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico. Each person signing the Agreement and/or authorizing it to be signed on behalf of his/her respective party is not personally liable, either jointly or severally, for this Agreement under any circumstances.

10. Severability. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable, by a court of competent jurisdiction, then it is the intention of the parties hereto that the remainder of the Agreement shall remain in full force and effect. However, in the event that any party can no longer reasonably perform pursuant to the remaining Agreement terms, or if the purpose of the Agreement can no longer be carried out by any party, the Agreement is voidable and no damages shall accrue to any party.

11. Termination. This Agreement may be terminated by any party for a material breach of any provision by another party, or for the non-occurrence or failure of a condition precedent, by serving written notice to that effect to the other parties. Notice of such termination must be provided to Sierra County in writing. In the event of termination under this paragraph, all claims for payment or reimbursement, and all obligations to pay or reimburse in accordance with this Agreement, for work completed or costs or expenses, including any applicable New Mexico Gross Receipts Taxes, incurred as of the effective date of the Notice of Termination, shall survive the termination of this Agreement. Notices shall be sent as follows:

CATRON COUNTY

Catron County Manager
PO Box 507
Reserve, NM 87830

SIERRA COUNTY

Sierra County Manager
855 Van Patten
Truth or Consequences, NM
87901

SOCORRO COUNTY

Socorro County Manager
PO Box I

Socorro, NM 87801

CIBOLA COUNTY

Cibola County Manager
515 West High Street
Grants, NM 87020

HIDALGO COUNTY

Hidalgo County Manager
305 Pyramid Street
Lordsburg, NM 88045

LUNA COUNTY

Luna County Manager
700 South Silver Avenue
Deming, NM 88030

GRANT COUNTY

Grant County Manager
PO Box 89
Silver City, NM 88062

COALITION OF COUNTIES

Howard Hutchinson
Executive Director
PO Box 92252
Albuquerque, NM 87199

12. Sovereign Immunity. By entering into this Agreement, the Counties and their respective “public employees” as defined in the New Mexico Tort Claims Act, Section 41-4-1, through 41-4-29, NMSA 1978, do not waive sovereign immunity, do not waive any defense(s) and/or do not waive any limitation(s) of liability pursuant to law. No provision of this Agreement modifies and/or waives any of the provisions of the New Mexico Tort Claims Act, and any amendments thereto.

13. No Third Party Beneficiary. It is specifically agreed among the parties executing this Agreement that it is not intended by the parties or by any provisions of the Agreement to create in the public or any member thereof, status as a third party beneficiary of the Agreement, or to authorize anyone not a party to the Agreement to

maintain a suit(s) for wrongful death(s), injury(ies) to person(s), damage(s) to property(ies), and/or any other cause(s) of action whatsoever pursuant to the provisions of this Agreement.

14. Liability and Insurance. No party shall be responsible for liability incurred as a result of any other party's acts or omissions in connection with this Agreement. The Counties shall, at all times during the term of this Agreement, each have and keep in force liability insurance in the amounts as set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 *et seq.* The Parties agree to assume all risk in the performance of their respective actions taken hereunder and their respective activities in connection herewith and, if found liable, shall be solely responsible and answerable in damages for any and all accidents, deaths, bodily or personal injuries to person(s), property(ies) or damages of any nature whatsoever.

15. Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of the officers, agents, or employees of the Parties when engaging in the performance of the parties' respective actions taken under this Agreement shall apply to the parties to the same extent they apply while engaged in the performance of their functions and duties outside this Agreement.

16. Waiver. Any waiver by any party of a breach by another party of any covenant, term, or condition in this Agreement shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent a party from declaring a default for any succeeding breach, either of the same covenant, term, or condition, or another.

17. Disputes. If any dispute arises concerning this Agreement, the parties agree to attempt to resolve such dispute in an amicable manner at the least possible expense. If such dispute cannot be resolved and either party deems the dispute to be of major importance, then the dispute shall be submitted for mediation in compliance with the New Mexico Mediation Procedures Act.

18. Voluntariness; Drafting Presumption; Reliance on Inducements. The Parties agree and represent that they have thoroughly discussed all aspects of this Agreement with their attorneys and that they understand all of the provisions contained herein and are voluntarily entering into this Agreement. As the attorneys for all Parties participated in the drafting of this document, no presumption shall be drawn against the drafter of this Agreement, all parties having participated through counsel in its development. In entering into this Agreement, the Parties have not relied upon any inducements, promises, or representations made by each other or the attorneys for the parties except as expressly set forth herein.

19. Authority. The signatories of this Agreement, by their signatures below, represent that they have the authority to enter into this Agreement and applicable laws, rules, and regulations have been complied with.

20. Duplicate Originals. This Agreement shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date of last signature below.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

CATRON COUNTY, NEW MEXICO

County Manager

Date: _____

SIERRA COUNTY, NEW MEXICO

County Manager

Date: _____

SOCORRO COUNTY, NEW MEXICO

County Manager

Date: _____

CIBOLA COUNTY, NEW MEXICO

County Manager

Date: _____

HIDALGO COUNTY, NEW MEXICO

County Manager

Date: _____

LUNA COUNTY, NEW MEXICO

County Manager

Date:_____

GRANT COUNTY, NEW MEXICO

County Manager

Date:_____

COALITION OF COUNTIES

Executive Director

Date:_____

PROFESSIONAL SERVICES CONTRACT

CIBOLA COUNTY

THIS AGREEMENT is made and entered into by and between the County of Cibola, hereinafter referred to as the "County" and Nance, Pato & Stout, LLC, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. **Compensation.**

A. The County shall pay to the Contractor in full payment for services satisfactorily performed eighty thousand dollars and no cents (\$80,000.00) annually, to be invoiced in equal monthly amounts after performance of the services. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \$4,800.00 shall be paid by the County to the Contractor in equal monthly amounts. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$84,800.00. In no event will the Contractor be paid any amount in excess of the specified total amount payable without this Agreement being amended in writing.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices **MUST BE** received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

C. Contractor must submit a detailed statement accounting for all services performed, specified on a minimum of a quarter hour basis, and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.



D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This Agreement is for one (1) year from the date of approval by the Cibola County Board of County Commissioners. This Contract will automatically renew on an annual basis, for up to three (3) additional one (1) year terms unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor 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.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County of Cibola. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Cibola as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Cibola unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Cibola from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.



11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Cibola and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

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

15. 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.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.



In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Cibola County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

20. Disclaimer and Hold Harmless.

Cibola County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold Cibola County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Cibola County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the County of Cibola from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Cibola and the New Mexico Association of Counties by certified mail.

22. Invalid Term or Condition.



If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement.



Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Cibola County Manager, pursuant to the Manager's delegated authority. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Incorporation and Order of Precedence.



Request for Proposals No. 15-04 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
 2. this contract itself; then
 3. the Request for Proposals; then
 4. the Contractors Best and Final Offer(s), in reverse chronological order;
- then
5. the contractor's proposal; then
 6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the County of Cibola against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Cibola based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Cibola for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Cibola shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
 - ii. replace or modify the product or service so that it becomes non-infringing;
- or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's

obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

36. Professional Liability Insurance.

Contractor agrees to maintain in full force throughout the duration of the Agreement a lawyers professional liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

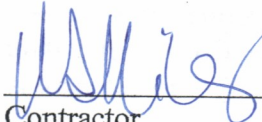
37. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Tony Boyd, County Manager // 515 West High Street // Grants, NM 87020

To the Contractor: Nance, Pato & Stout, LLC // P.O. Box 772 // Socorro, NM 87801-0772.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

By:  Date: 11.3.15
Contractor


Printed Name: David Pato

Address: P.O. Box 772
Socorro, NM 87801-0772

By:  Date: 10.29.2015
Cibola County Manager

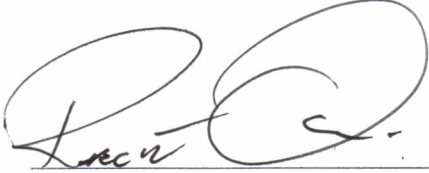
Printed Name: Tony Boyd

Address: 515 West High Street
Grants, NM 87020

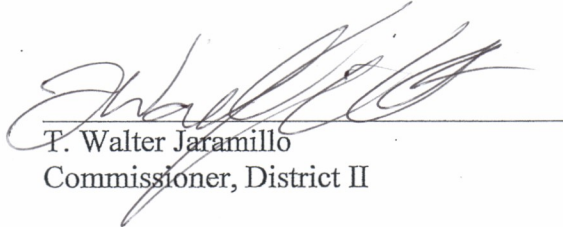
By:  Date: 10-30-2015
Cibola County Purchasing Agent

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 28th day of October, 2015.



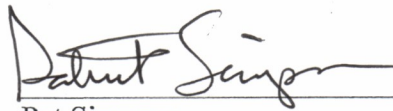
Robert Armijo
Commissioner, District I



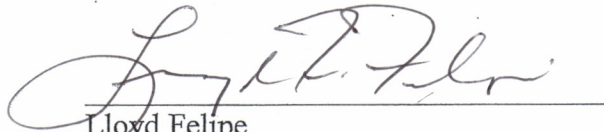
T. Walter Jaramillo
Commissioner, District II

ABSENT

Jack Molerés
Commissioner, District III



Pat Simpson
Commissioner, District IV



Lloyd Felipe
Commissioner, District V

Attest:



Elisa Bro
Cibola County Clerk



Printed Name: Glenna Chavez

Address: 515 West High Street
Grants, NM 87020



Attachment 1

Scope of Work

Required activities include, but are not necessarily limited to, the following:

- A. Contractor will provide legal counsel and guidance to the County Commissioners, the County Manager, upper management and elected officials with respect to all legal matters relevant to the County, including litigation, arbitration/mediation, quasi-judicial activities, ordinance/rule policy promulgation, personnel matters, procurement matters, subpoena responses, inspection of public records act requests, open meeting laws, election issues, transactional matters, and real property issues.
- B. Contractor will anticipate and identify legal issues and counsel managers to develop legal strategies and solutions.
- C. Contractor will draft, review, and approve policies and procedures, ordinances, resolutions, regulations, bylaws, contracts, procurement documents and other legal documents or legal instruments.
- D. Contractor will review, research and interpret and prepare both written and oral opinions on a wide variety of legal issues.
- E. Contractor will conduct legal research and analysis and will prepare written and verbal opinions of counsel as needed.
- F. Contractor will review, prepare and approve contracts involving leases, licenses, purchases, sales, insurance, employment, research and related matters.
- G. Contractor will represent Cibola County in administrative hearings including without limitation personnel hearings.
- H. Contractor will prepare findings of fact and conclusions of law on behalf of the County in quasi-judicial matters; Contractor will defend Cibola County in administrative appeals.
- I. Contractor will prosecute, defend or otherwise conduct litigation on behalf of the County for which there is no insurance coverage.
- J. Contractor will negotiate settlements involving legal issues or transactions on behalf of the County in conjunction with County Officials.
- K. Contractor will maintain professional growth and development through seminars, workshops, and professional affiliations to keep abreast of latest developments.





CIBOLA COUNTY

PROFESSIONAL SERVICES CONTRACT FOR INVESTIGATIVE SERVICES FOR THE INVESTIGATION OF PERSONNEL MATTERS

THIS AGREEMENT is made and entered into by and Cibola County, State of New Mexico, hereinafter referred to as the "County" and Universal Investigation Services hereinafter referred to as the "Contractor", and is effective as of the date set forth in Section 3 ("Term") below or upon the date which it is executed by the Contractor, the Purchasing Agent and the Cibola County Manager, whichever date is later. This contract is made pursuant to Section 13-1-98(A) NMSA 1978 of the New Mexico Procurement Code.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. Compensation.

A. The County shall pay to the Contractor in full payment for services satisfactorily performed \$75.00 per hour, billed on tenth of an hour increments, which sum is to include all required travel within Cibola County, expenses and materials. The maximum amount payable to the Contractor under this Agreement is ten thousand dollars (\$10,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the County when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall

provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This Agreement shall be effective November 23, 2015, and shall terminate on November 22, 2016, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations).

4. Termination.

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B **Termination Management.** Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor 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.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing services for the County and are not employees of the County of Cibola. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Cibola as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Cibola unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Cibola from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Cibola and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations

and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

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

15. 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.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Cibola County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

20. Disclaimer and Hold Harmless.

Cibola County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Cibola County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Cibola County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the County of Cibola from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Cibola and the New Mexico Association of Counties by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective

unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Contractor Personnel.

Personnel designated to perform the services called for herein are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Cibola County Manager, if the amount of the contract is \$10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Order of Precedence.

In the event of any conflict among contract documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order and then
2. this contract itself.

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the County of Cibola against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Cibola based upon the contractor's trade secret

infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Cibola for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Cibola shall:

- 1) give the contractor prompt written notice of any claim;
- 2) allow the contractor to control the defense or settlement of the claim; and
- 3) cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- 1) provide a procuring agency of the County the right to continue using the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing; or
- 3) accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

36. Exercise of Care

All services provided under this Agreement will be provided in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

37. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Tony Boyd, County Manager // 515 West High Street // Grants, NM 87020

To the Contractor: Universal Investigation Services // 4906 Alameda NE // Albuquerque, NM 87113

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the County Purchasing Agent.

By: _____ Date: _____

Date: _____


Printed Name: Glenn M. Thomas, President

Address: Universal Investigation Services
4906 Alameda NE
Albuquerque, NM 87113

By:  Date: 11-23-15
Cibola County Manager

Printed Name: Tony Boyd

Address: 515 West High Street
Grants, NM 87020

By:  Date: 11-23-15
Cibola County Purchasing Agent

Printed Name: Frances Medina

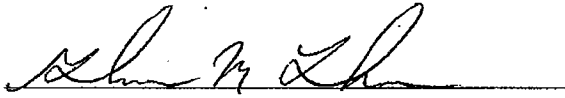
Address: 515 West High Street
Grants, NM 87020

Attachment 1

Scope of Work

Contractor shall:


1. Review the applicable portions of the Personnel Policy in conjunction with the Personnel Matters the contractor is being requested to investigate.
2. Investigate Personnel Matters upon request by the County Manager.
3. Prepare a written report fully setting forth results of investigation.



Date: 11-24-15

Printed Name: Glenn M. Thomas, President

Address: Universal Investigation Services
4906 Alameda NE
Albuquerque, NM 87113

By: 
Cibola County Manager

Date: 11-23-15

Printed Name: Tony Boyd

Address: 515 West High Street
Grants, NM 87020

By: 
Cibola County Purchasing Agent

Date: 11-23-15

Printed Name: Frances Medina

Address: 515 West High Street
Grants, NM 87020