



# CIBOLA COUNTY BOARD OF COMMISSIONERS

Robert Armijo  
Chairman

Daniel Torrez  
1<sup>st</sup> Vice Chairman

Jack Moleres  
2<sup>nd</sup> Vice Chairman

Robert Windhorst  
Commissioner

Martha Garcia  
Commissioner

**Regular Meeting**  
**August 23rd, 2018**  
**5:00 p.m.**

**Cibola County Commission Chambers**  
**700 E. Roosevelt Ave., Suite 50**

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Prayer**
5. **Approval of Agenda**

6. **Commissioner's Report**

Each Commissioner will have the opportunity to report feedback to the community regarding the district they represent.

7. **Ceremonial Swearing In of Cibola County Fire Chiefs by the Honorable Judge Johnny Valdez**

8. **Public Comment**

The Public has the opportunity to provide comment on any subject during the public comment period. Speaker's 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.

9. **Minutes**

- a. Minutes from July 30th Special Meeting
- b. Minutes from August 13<sup>th</sup> Commission Workshop

## **10. Presentation**

Annual Assessor's Report to the Commission

## **11. Report**

- a. Manager's Report

## **12. New Business – Action May Be Taken**

- a. Consideration of WH Pacific Contract for Task Order #1
- b. Consideration for Approval of The Updated Policies and Procedures for the Cibola Regional Communication Center-Sections 1-4 and 7-9
- c. Consideration for Approval of Resolution 18-46 Supporting Enhanced Safety in Public Schools
- d. Consideration for Approval of Resolution 18-47 G.I.S. Data Share/Trade Policy
- e. Consideration for Approval of Cibola County Emergency Services Bylaws
- f. Consideration for Approval of Resolution 18-48 Authorizing County Manager to Execute Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases
- g. Consideration for Approval of FY19 DWI Grant Agreement 19-D-G-04
- h. Direction to publish Cibola County Revised Personnel Ordinance
- i. Consideration for Approval for an Upgrade to Current Code Red Contract
- j. Consideration for Approval Local Entities Written Request for Funding
  - i.) USDA
  - ii.) NMSU Cibola County Extension Service Program
  - iii.) NM State Library
  - iv.) Carrot Express
  - v.) Future Family Foundations
  - vi.) Ramah Navajo Fair & Rodeo
  - vii.) Economic Development
- k. Consideration for Approval of Resolution 18-49 to Increase Employee's Salary and Benefits
- l. Consideration for Approval of MOA Requesting McKinley County to be Cibola County's Fiscal Agent for NMDOT ZMTP Quartz Hill Trail Design.
- m. Consideration for Approval of MOU between Cibola County and Grants-Cibola School District Commission of School Resource Officer (SRO) by Cibola County Sheriff's Office
- n. Consideration for Approval for Cibola County Manager and Commission to enter into Professional Services Contract # 18-01 for Accounting Services For The County Treasurer
- o. Consideration for Approval of Capital Outlay Grant Agreement 18-C2475 in the amount of \$175,000 to purchase and equip road equipment for the Road Dept.
- p. Consideration for Approval of Capital Outlay Grant Agreement 18-C2476 in the amount of \$143,000 to Purchase and Equip Vehicles for the Sheriff's Department.
- q. Consideration for Approval for NWNMCOG to be the Fiscal Agent for Cibola County's Capital Outlay Grants for Law Enforcement Vehicles and Road Department Equipment



### **13. Executive Session**

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

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

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

- a.) Cibola County v. Sunnyland

### **Real Property**

- a.) Disposition of Detention Center-Located on 114 McBride Road, Grants, NM 87020

### **14. New Business – Action May Be Take**

- a.) Cibola County v. Sunnyland
- b.) Disposition of Detention Center

### **15. Announcements**

The next Regular Commission Meeting will be held on Thursday, September 27th, 2018 at 5:00p.m. in the Cibola County Commission Chambers.

Cibola County Offices will be closed on Monday September 3<sup>rd</sup>, 2018 in Observance of Labor Day

### **16. Adjournment**

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting please contact the Cibola County Administration Building, 700 East Roosevelt Ave., Suite 50, Grants, NM 87020, phone (505) 287-9431 at least one (1) week prior to the meeting or as soon as possible. Public document including the agenda and minutes, can be provided in various accessible formats. Please contact the Cibola County Administration if a summary or other type of accessible format is needed.

# MINUTES

## 9a.

July 30th Special Meeting

**Cibola County Commission  
Special Meeting  
Monday July 30<sup>th</sup>, 2018**

The Cibola County Commission held a Regular Meeting on Thursday July 30<sup>th</sup>, 2018 at 5:00 pm in the Cibola County Commission Center

**Elected Officials Present Staff**

Robert Armijo, Chairman  
Daniel Torrez, 1<sup>st</sup> Vice Chairman  
Jack Moleres, 2<sup>nd</sup> Vice Chairman  
Martha Garcia, Commissioner  
Robert Windhorst, Commissioner

Kate Fletcher, County Manager  
Michelle Dominguez, County Clerk  
Natalie Grine, Chief Deputy Clerk

**A. CALL TO ORDER**

Chairman Armijo, called the meeting to Order at 5:00 pm.

**B. ROLL CALL**

Chairman Armijo does roll call-5-5 Commissioners in attendance.

**C. Pledge of Allegiance** Led by Commissioner Moleres Recited by all.

**D. Prayer** Commissioner Torrez led us in prayer.

**E. Approval of Agenda**

Motion to approve the agenda made by Commissioner Torrez, second by Commissioner Windhorst 5-0 affirmative.

**F. Approval of Minute**

June 28<sup>th</sup>, 2018 Regular Meeting  
July 11<sup>th</sup>, 2018 Budget Meeting

Commissioner Torrez made a motion to approve the minutes with the change of the vote on item b under new business from 0-5 to 5-0, and to change the date under announcements from July 31<sup>st</sup>, 2018 to July 30<sup>th</sup>, 2018 for the regular Meeting meet of June 28<sup>th</sup>, 2018 and the Budget Meeting of July 11<sup>th</sup>, 2018 second by Commissioner Windhorst 5-0 affirmative.



#### **G. Commissioners Report**

Commissioner Armijo stated that Billy Moore has finished the Transfer Station in Seboyeta, and is now going to start fixing the ones in Cubero and San Mateo.

Commissioner Windhorst stated that he has been busy with different things, there were no cleanups this past weekend, and they will be having a cleanup in San Fidel this Saturday at 8:00 am.

Commissioner Garcia stated that she attended a meeting with the NWNMCOG her in the Cibola County Complex, the committee went over a number of things, the COG is getting bigger and bigger, and soon the COG is taking over the Municipal Plan for the City of Farmington. There will also be a substation in that area that will assist Kirtland, Bloomfield, and Aztec, the staff is very small there are currently 5 staff members, and are hoping to add a few more. Commissioner Garcia also mentioned that for the Western part of the County they are planning to put an Emergency plan together for the Schools, Police Department Fire Stations and EMS. Commissioner Garcia attended a meeting on July 26<sup>th</sup>, 2018, Emergency Management Dustin Middleton was in attendance, and Manager Kate Fletcher could not attend. The next meeting will be held on September 6<sup>th</sup>, 2018 and hopefully there will be representation from the County. Commissioner Garcia also stated that she received calls from the Candy Kitchen area, and the residents need their roads taken care of now with the heavy rains the roads need attention.

Commissioner Moleres had no report at this time.

Commissioner Torrez had no report at this time.

#### **H. Public Comment**

Louis Becerra from Cubero stated to the commissioners that he is having issues with sewage been dumped in his yard by one of his neighbors. Mr. Chavez stated the neighbor does not have a septic tank and the sewage runs down to his property. Commissioner Torrez advised Mr. Becerra to seek legal counsel, that the county could do nothing for him since the property is located in Cubero Land Grant area.

Steve Chavez from the City of Grants Police Department stated that how important it is to have the County Sheriff's office fully staffed, they have helped out the Sheriff's

office when they could, but they are understaffed themselves. Office Chavez asked the County Commissioners to approve their budget for new officers.

Troy Velasquez from the New Mexico State Police Department stated that in the spring of 2018 Sheriff Tony Mace advised them that he had to reduce his police coverage to a single shift of 7 a.m. – 7 p.m. due to the financial strain on Cibola County. Officer Velasquez mentioned that they were able to adjust their patrol schedule to cover most of the calls in the County after 7:00 p.m., with the understanding that this was temporary. New Mexico State Police agreed to cover night time calls until July 1, 2018, it is now July 30<sup>th</sup>, 2018 and we are still covering calls after 7:p.m. Officer Velasquez stated that the calls have increased by 68%.

Pat Salazar from the Village of Milan Police Department stated that he is in support of the new hires for the sheriff's office also, we have assisted the Cibola County Sheriff's Office when they need help.

Joni Head stated to the commissioners that she was happy to hear that some type of business is going to be put up at the farm located in the Village of Milan, but she is not in favor of a refinery. Mrs. Head mentioned that a refinery could possibly pollute the water, just like the water from the Home stake mine, 3 of the aquifers are still being treated for contaminated water.

Don Harris a representative for Sunnyland Farms stated to the commissioners that he has dropped of two checks totaling \$250.000.00 dollars.

**I. Presentations**

Paul Ludi Cibola County Finance director gave a brief presentation on the Final Budget that is going to DFA. Report is on file.

**J. Old Business-Action May Be Taken**

No Old Business at this time.

**K. New Business-Action May Be Taken**

**a. Consideration for Approval of Flood Plain Permit Applications 2018-0015**

Motion to Approve Flood Plain Permit Applications 2018-0015 made by Commissioner Torrez, second by Commissioner Windhorst all commissioners agree 5-0 affirmative.

**b. Consideration of Hospital Board Member- German Martinez**

Motion to approve German Martinez to the Hospital Board was by Commissioner Windhorst, second by Commissioner Torrez all commissioners agree 5-0 affirmative.

**c. Consideration of Resolution 18-42 FY18 Budget Adjustment #8**

Motion to approve Resolution 18-42 FY18 Budget Adjustment #8 made by Commissioner Torrez, second by Commissioner Windhorst, all commissioners agree 5-0 affirmative.

**d. Consideration of Resolution 18-43 FY2017-2018 Final Quarterly Report**

Motion to approve Resolution 18-43 FY2017-2018 Final Quarterly Report made by Commissioner Torrez, second by Commissioner Windhorst all commissioners agree 5-0 affirmative.

**e. Consideration of Resolution 18-44 FY2018-2019 Final Operating Budget Adoption**

Motion to Resolution 18-44 FY2018-2019 Final Operating Budget Adoption made by Commissioner Moleres, second by Commissioner Torrez, Commissioner Armijo abstained 4-0 affirmative.

**f. Consideration of Resolution 18-45 Adopting an Infrastructure Capital Improvement Plan**

Motion to approve Resolution 18-45 adopting an Infrastructure Capital Improvement Plan made by Commissioner Moleres, second by Commissioner Windhorst all commissioners agree 5-0 affirmative.

**g. Consideration of Approval of Invoice for Trust Pharmacy, NM County Insurance Authority-Law Enforcement Pool Deductible, Purchase for C & E Concrete , PDS Laser fiche Upgrade, and Vector Control Annual Quote**



Motion to Approve Invoice for Trust Pharmacy, NM County Insurance Authority-Law Enforcement Pool Deductible, Purchase for C & E Concrete, PDS Laser Fiche Upgrade, and Vector Control Annual Quote made by Commissioner Moleres, second by Commissioner Windhorst all commissioners agree 5-0 affirmative.

**h. Consideration of Order Repealing Emergency Ordinance 2018-02 and Proclamation Limiting Open Burn Restricting the Use of Fireworks in the Un-Incorporated Areas of Cibola County**

Motion to Order Repealing Emergency Ordinance 2018-02 and Proclamation Limiting Open Burn Restricting the Use of Fireworks in the Un-Incorporated Areas of Cibola County was made by Commissioner Torrez second by Commissioner Windhorst all Commissioner agree 5-0 affirmative.

**L. Executive Closed Session**

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

Motion and roll call vote to go into executive session and that, pursuant to New Mexico State Statute Section 10-15-1, only the following matters will be discussed in close session made by Commissioner Moleres, second by Commissioner Garcia all commissioners agree 5-0 affirmative at 7:28 p.m.

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

- a. Cibola County v. Sunnyland
- b. Cibola County v. Cibola County Magistrate Court

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 NM Statute's Section § 10-15-1 was Made by Commissioner Moleres, second by Commissioner Garcia all Commissioners agree 5-0 affirmative.

**M. New Business- Action May Be Taken**

- a. Cibola County v. Sunnyland

Motion by Commissioner Moleres to have Manager Kate Fletcher deposit the two checks from Sunnyland Farms, and to delegate this situation with Sunnyland Farms second by Commissioner Torrez all Commissioners agree 5-0 affirmative.

b. Cibola County v. Cibola County Magistrate Court

Motion made by Commissioner Torrez to have a formal notice sent to the Cibola County Magistrate Court to pay rent for the month of July, in the amount of \$10,104 by August 3<sup>rd</sup>, 2018 or be evicted by from the building, second by Commissioner Moleres all Commissioners agree 5-0 affirmative.

**P. Announcements**

The next Commission Meeting will be held on Thursday August 23<sup>rd</sup>, 2018, at 5:00 p.m. in the Cibola County Commission Chambers.

**Q. Adjournment**

Motion to adjourn made by Commissioner Windhorst, second by Commissioner Moleres 5-0 at 8:35 p.m.

**PASSED, APPROVED, and ADOPTED** this 23<sup>rd</sup> day of August 2018

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
**Robert Armijo**, Chairman

\_\_\_\_\_  
**Daniel Torrez**, 1<sup>st</sup> Vice Chairman

\_\_\_\_\_  
**Jack Moleres**, 2<sup>nd</sup> Vice Chairman

\_\_\_\_\_  
**Martha Garcia**, Commissioner

\_\_\_\_\_  
**Robert Windhorst**, Commissioner

**ATTEST:**

\_\_\_\_\_  
**Michelle E. Dominguez**, Cibola County Clerk

Date: \_\_\_\_\_

**SEAL**



# MINUTES

9b.

August 13<sup>th</sup> Commission Workshop

***Cibola County Commission***  
**Workshop**  
**Monday August 13<sup>th</sup>, 2018**

The Cibola County Commission held a Workshop on Monday August 13, 2018 at 5:00 pm in the Cibola County Commission Room

**Elected Officials Present Staff**

Daniel Torrez, 1<sup>st</sup> Vice Chairman  
Robert Windhorst, 2<sup>nd</sup> Vice Chairman  
Daniel Torrez, Commissioner  
Martha Garcia, Commissioner

Kate Fletcher, County Manager  
Paul Ludi, Finance Director  
Michelle Dominguez, County Clerk  
Natalie Grine, Recording/Filing

**1. Call to Order**

1<sup>st</sup> Vice Chairman Torrez called the meeting to Order at 5:01 p.m.

**2. Roll Call**

1<sup>st</sup> Vice Chairman Torrez does roll call, 1<sup>st</sup> Vice Chairman Torrez- present, 2<sup>nd</sup> Vice Chairman Windhorst- present, Commissioner Garcia- present. Commissioner Moleres present and Chairman Armijo- absent.

**3. Pledge of Allegiance**

Commissioner Moleres led us in the Pledge of allegiance, Recited by all.

**4. Prayer**

Commissioner Windhorst led us in prayer.

**5. Approval of Agenda**

Commissioner Windhorst made a motion to approve the agenda, with item VI changed from Cibola County Rodeo to Ramah Navajo Fair and Rodeo seconded by Commissioner Moleres, 4-0 affirmative.

## **6. Commission Workshop**

- a. Local Entity Written Funding Requests for Fiscal Year 19
  - i.) USDA – Request by Cliff Wasielewski for \$23,000.00
  - ii.) NMSU Extension Services – Request by Chase Elkins for \$55,905.00
  - iii.) NM State Library-Book Mobile – Requesting \$2,550.00
  - iv.) Carrot Express Village of Milan – Request by Sarah Austin for \$51,946.69
  - v.) Future Foundations – Request by Sherri Kachirisky for \$60,000.00
  - vi.) Ramah Navajo Fair & Rodeo – Request by Alvin Rafelito \$20,000.00
  - vii.) Economic Development – Request by Eileen Yarbrough for \$20,000.00Items i.-vii. For discussion only

- b. Fiscal Year 17 Audit Presentation-Discussion of Findings  
Report on File

## **8. Announcements**

The next Regular Commission Meeting will be held on Thursday August 23, 2018 at 5:00 pm in the Cibola County Commission Chambers.

## **9. Adjournment**

1<sup>st</sup> Vice Chairman Torrez adjourned the meeting at 6:35 p.m.



**PASSED, APPROVED, and ADOPTED** this 23<sup>rd</sup> day of August 2018

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
**Robert Armijo**, Chairman

\_\_\_\_\_  
**Daniel Torrez**, 1<sup>st</sup> Vice Chairman

\_\_\_\_\_  
**Jack Moleres**, 2<sup>nd</sup> Vice Chairman

\_\_\_\_\_  
**Martha Garcia**, Commissioner

\_\_\_\_\_  
**Robert Windhorst**, Commissioner

**ATTEST:**

\_\_\_\_\_  
**Michelle E. Dominguez**, Cibola County Clerk

**Date:** \_\_\_\_\_

**SEAL**

# PRESENTATION

## 9a.

Annual Assessor's Report to Commission

No Documentation Provided

REPORTS

NOT

PRESENTED

# Treasurer



**DISTRIBUTION FOR JULY-2018**  
**PREPARED BY: Dolores Valles**

	TOTALS		1%	TOTALS	CK AMOUNT
	CURRENT	DELINQUENT			
<b>STATE -</b>					7,049.17
Debt Service		5,840.30	58.40	5,840.30	
Cattle		1,150.59	11.50	1,150.59	
Horse		129.03	1.29	129.03	
Sheep		0.44	-	0.44	
Buffalo					
<b>COUNTY -</b>					43,166.07
Operational		43,602.09	436.02	43,602.09	
Debt Service				-	
<b>SCHOOLS -</b>					50,123.97
Operational		1,725.61	17.26	1,725.61	
Debt Service		35,944.00	359.44	35,944.00	
Debt TechService		4,381.28	43.81	4,381.28	
Capital Improv.		8,073.08	80.73	8,073.08	
<b>COLLEGE -</b>					9,415.62
Operational		3,448.53	34.49	3,448.53	
Debt Service		5,967.09	59.67	5,967.09	
<b>CITY OF GRANTS -</b>					5,062.75
Operational		5,062.75	50.63	5,062.75	
Debt Service				-	
Judgment				-	
<b>VILLAGE OF MILAN -</b>					1,703.63
Operational		1,611.18	16.11	1,611.18	
Debt Service		92.45	0.92	92.45	
<b>QUEMADO SCHOOL DIST. -</b>					1,195.34
Operational		114.07	1.14	114.07	
Debt Service		575.51	5.76	575.51	
Capital Improv.		505.76	5.06	505.76	
Cibola General Hospital					18,105.94
<b>TOTALS</b>		18,105.94	181.06	18,105.94	
		136,329.70		136,329.70	135,822.49
			<b>FLOOD</b>		
			7.83		
			<b>LAVA</b>		
			13.63		
			<b>TOTAL</b>		
			1,384.73		

**FLOOD -**

**CURRENT**

**DELINQUENT**

**LAVA -**

**CURRENT**

**DELINQUENT**

<b>TOTAL \$</b>	<b>782.54</b>					<b>6,389.06</b>
<b>1% \$</b>	<b>7.83</b>					<b>20,501.21</b>
<b>TOTAL \$</b>	<b>774.71</b>					
<b>TOTAL \$</b>	<b>1,362.65</b>					<b>138,474.89</b>
<b>1% \$</b>	<b>13.63</b>					<b>165,365.16</b>
<b>TOTAL \$</b>	<b>1,349.02</b>					
<b>NM State Penalty &amp; Int. \$</b>	<b>6,389.06</b>					
<b>County Penalty &amp; Int. \$</b>	<b>20,501.21</b>					
<b>TOTAL \$</b>	<b>26,890.27</b>					
<b>Rendition Fee \$</b>				<b>13.98</b>		
<b>County Admin. Fee \$</b>				<b>85.76</b>		
<b>1% Reappraisal Fee \$</b>				<b>507.21</b>		
<b>TOTAL COUNTY PORTION</b>					<b>\$64,274.23</b>	

**TOTAL NM STATE P & I** 6,389.06  
**TOTAL COUNTY P & I** 20,501.21  
**TOTAL CURRENT TAXES** -  
**TOTAL DELINQUENT TAXES** 138,474.89  
**TOTAL** 165,365.16



DISTRIBUTION FOR THE MONTH OF JULY - 2018

DATE	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	P&I	ADMIN	BATME/ENDITIC	P/P	STATE COST	O/S	OVERPM	TOTAL
07/02/18	\$ 17,399.00	5,772.98	1,998.33	1.78	26.01	16.35		22.89			3,812.26	25.30		2.48	1,078.93	125.00		\$ 29,881.91
07/03/18	\$ 8,730.95	1,427.62	329.26	401.77	25.26	19.60				12.28	1,699.51	1.16	2.52	1,880.39	58.93		\$ 14,578.25	
07/04/18	\$ 148.94										24.58						\$ 173.52	
07/05/18	\$ 8,094.22	2,563.63	606.83			2.58					1,617.15	6.36		511.35			\$ 13,392.12	
07/06/18	\$ 9,785.72	1,338.96	718.89	259.41	482.60			67.53			3,619.18			1,823.81			\$ 18,032.09	
07/08/18	\$ 1,547.71	647.14	139.48	77.94	100.00						445.04			384.99		0.51	\$ 3,342.81	
07/10/18	\$ 6,197.82	1,107.54	1,075.08	266.60	133.79	48.64					1,570.58			17,113.46	130.00	4.25	\$ 27,647.76	
07/11/18	\$ 2,661.20	1,530.43	3,248.49	432.08	463.11	74.72	118.65	72.30	78.79	76.42	2,850.66	0.33		372.55			\$ 11,979.93	
07/12/18	\$ 6,364.77	4,316.71	63.39	57.65	2.99						1,832.17			754.81	250.00	2.55	\$ 13,645.04	
07/13/18	\$ 2,140.34	1,113.95	754.97						50.10	21.91	1,022.15	1.80	0.36	736.79	470.00		\$ 6,312.37	
07/16/18	\$ 3,817.46	913.60	361.80	84.94				25.24			890.93	5.60		174.05	500.00		\$ 6,773.62	
07/17/18	\$ 1,045.75	242.04	381.47	244.34	283.93	219.86	242.23	229.64	245.63	240.99	1,669.95			928.65	125.00		\$ 6,099.48	
07/18/18	\$ 3,649.20	123.91	71.31								514.78			95.28	125.00		\$ 4,579.48	
07/19/18	\$ 2,342.09	803.04	594.83								917.11			5,295.68	250.00		\$ 10,779.12	
07/20/18	\$ 5,305.92	482.24		115.68							857.92	35.48		68.08	125.00		\$ 6,990.32	
07/23/18	\$ 4,712.04	434.47	283.68	86.91	133.29						820.67		3.56	812.23	250.00	0.02	\$ 7,536.87	
07/24/18	\$ 711.68	750.95									655.89	3.43		925.47	155.00		\$ 3,202.42	
07/25/18	\$ 3,267.50	413.34	97.08	96.29							363.48			494.57			\$ 4,732.26	
07/26/18	\$ 761.72	523.82	48.49	46.65						77.52	314.48	4.52			125.00		\$ 1,902.21	
07/27/18	\$ 1,996.93	263.49	120.50								409.09		0.96	542.58	250.00	2.80	\$ 3,575.39	
07/28/18	\$ 51.32										12.82						\$ 64.14	
07/29/18	\$ 4,144.55	922.12									608.91		0.74	2,133.63			\$ 7,809.95	
07/31/18	\$ 623.79	330.59	26.04	31.08	25.97	50.67					371.95	1.78		1,114.44	150.00		\$ 2,726.31	
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TAXES

TAX TOTAL \$ 138,474.89

P&I

CARDS	\$ 138,474.89
COMP	\$ 138,474.89
TOTAL	\$ 26,890.27
CARDS	\$ 26,890.27
COMP	\$ 26,890.27
TOTAL	\$ 26,890.27

ADMIN

CARDS	\$ 85.76
COMP	\$ 85.76
TOTAL	\$ 85.76

**TAX COLLECTON ON LOCAL AND CENTRALLY ASSESSED PROPERTY IN CIBOLA COUNTY**  
(as of July-2018)

TAX YEAR	NET TAXES CHARGED TO TREASURER	TAXES COLLECTED TO DATE	TAXES UNCOLLECTED TO DATE	PERCENTAGE COLLECTED	TAXES ADJUSTED TO DATE
2017	\$ 11,242,396.05	\$ 10,204,666.88	\$ 932,019.13	92%	\$ (105,710.04)
2016	\$ 10,873,872.90	\$ 10,193,566.81	\$ 525,286.46	95%	\$ (155,019.63)
2015	\$ 10,269,911.58	\$ 10,023,675.98	\$ 296,371.79	97%	\$ 50,136.19
2014	\$ 10,668,261.16	\$ 9,926,300.67	\$ 238,777.13	98%	\$ (503,183.36)
2013	\$ 10,103,538.55	\$ 9,519,301.05	\$ 166,454.08	98%	\$ (417,783.42)
2012	\$ 9,166,233.45	\$ 8,839,523.93	\$ 147,978.56	98%	\$ (178,730.96)
2011	\$ 9,553,460.83	\$ 9,176,388.65	\$ 177,431.31	98%	\$ (199,640.87)
2010	\$ 9,117,162.73	\$ 8,652,829.76	\$ 118,889.15	99%	\$ (345,443.82)
2009	\$ 9,370,416.62	\$ 9,049,293.81	\$ 136,871.47	99%	\$ (184,251.34)
2008	\$ 8,293,448.08	\$ 8,055,463.71	\$ 112,002.09	99%	\$ (125,982.28)
		\$ 93,641,011.25	\$ 2,852,081.17		

PREPARED Dolores Vallejos

APPROVED Kathy Gonzales

DATE: August 7, 2018

\*\*\*NOTE: TAXES ADJUSTED TO DATE PERTAIN TO NOTICE OF  
CORRECTIONS FROM THE CIBOLA COUNTY ASSESSORS OFFICE IN  
REGARDS TO, ADDITIONS, TAX ADJUSTMENTS AND DELETIONS.

Road  
Dept.



# ***Cibola County Road Dept.***

***700 E. Roosevelt Suite 50***

***Grants NM 87020***

***505-285-2570 Phone 505-285 3656 Fax***



***Tuesday, August 7, 2018***

***To: Kate Fletcher - County Manager***

***Fr: Gary Porter - Public Works Director***

***Re: Monthly Report: 7/2/18 - 7/31/18 (July)***

## ***Regular Maintenance***

### ***Blade & Shape***

<b><u><i>Road</i></u></b>	<b><u><i>Description</i></u></b>	<b><u><i>Miles</i></u></b>
<b><i>C35</i></b>	<b><i>Fencelake Community Roads</i></b>	<b><i>9.064</i></b>
<b><i>C33</i></b>	<b><i>Candy Kitchen Road</i></b>	<b><i>15.125</i></b>
<b><i>C41</i></b>	<b><i>Pie Town Road</i></b>	<b><i>10.714</i></b>
<b><i>C47</i></b>	<b><i>Mesa Ridge Road</i></b>	<b><i>7.148</i></b>
<b><i>C34</i></b>	<b><i>Pine Hill Road</i></b>	<b><i>9.744</i></b>
<b><i>C7</i></b>	<b><i>Cuber Loop &amp; Village Roads</i></b>	<b><i>7.165</i></b>
<b><i>C9</i></b>	<b><i>Water Canyon Road</i></b>	<b><i>4.095</i></b>
<b><i>C13</i></b>	<b><i>San Jose Loop</i></b>	<b><i>3.817</i></b>
<b><i>C10</i></b>	<b><i>Nth Castillo Road</i></b>	<b><i>2.905</i></b>
<b><i>Total Miles</i></b>		<b><i>69.777</i></b>

## ***Special Projects***

<b><i>C47</i></b>	<b><i>Mesa Ridge Road - Clean culverts &amp; cattleguards. Fix wingwalls &amp; cattleguards.</i></b>
<b><i>C58</i></b>	<b><i>San Rafael - Mowing all chip sealed roads, south to C53 &amp; Salazar Loop. Cut Trees.</i></b>
<b><i>C1</i></b>	<b><i>Marquez Rd. - Transfer Station Project per Commissioner Robert Armijo.</i></b>
<b><i>C41</i></b>	<b><i>Pie Town Road - Clean &amp; fix cattleguards.</i></b>
<b><i>C33</i></b>	<b><i>Candy Kitchen Road - Clean cattleguards.</i></b>
<b><i>C34</i></b>	<b><i>Pine Hill Road - Fix wingwalls &amp; cattleguards.</i></b>
<b><i>C21</i></b>	<b><i>Murray Acres - Mowing.</i></b>
<b><i>C22</i></b>	<b><i>Broadview Acres - Mowing.</i></b>
<b><i>C23A</i></b>	<b><i>Nursery Rd. - Mowing.</i></b>
<b><i>C27</i></b>	<b><i>Vida Buena Road - Mowing.</i></b>

**C26**            *Golden Acres Road - Mowing.*  
**C49**            *Zuni Canyon Road - Clean culverts & cattleguards.*  
**C30**            *Bluewater South - Mowing, Clean culverts & remove old culverts.*  
**C51**            *Nth Quail Ln. - Mowing.*  
**C17**            *Mt. Taylor Addition - Mowing.*  
**C35A**          *Moreno Hill Road - Haul millings due to washout.*  
**C20**            *San Mateo - Clean roadway, mow, cut trees.*  
**C25B**          *Roberts Rd. - Sweep debris of roadway.*  
**C28**            *Bluewater Village - Sweep debris of roadway.*

**Co-op - SB-7731 (195) 18**

**C23**            *Ralph Card Road - Patching.*  
**C22**            *Thunderbird Road (Side Road) - Patching.*

# Cibola County Road Dept.

700 E. Roosevelt Suite 50

Grants NM 87020

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



## MAINTENANCE REPORT

**July 2018**

<u>Department</u>	<u>Unit Number</u>	<u>Total Parts &amp; Oil</u>	<u>Hours Worked</u>	<u>Mechanic Rate</u>	<u>Total on Repair Order</u>
<b>Road Dept.</b>	<b>134</b>	<b>\$0.00</b>	<b>1</b>	<b>\$ 17.50</b>	<b>\$ 17.50</b>
<b>Road Dept.</b>	<b>155</b>	<b>\$503.88</b>	<b>4</b>	<b>\$ 17.50</b>	<b>\$ 573.88</b>
				<b>TOTAL</b>	<b>\$ 591.38</b>
<b>Rural Addressing</b>	<b>G-60137</b>	<b>\$20.99</b>	<b>8</b>	<b>\$ 17.50</b>	<b>\$ 160.99</b>
				<b>TOTAL</b>	<b>\$ 160.99</b>
<b>Sheriff's</b>	<b>G-00038</b>	<b>\$28.81</b>	<b>5</b>	<b>\$ 17.50</b>	<b>\$ 116.31</b>
<b>Sheriff's</b>	<b>G-68384</b>	<b>\$8.00</b>	<b>2</b>	<b>\$ 17.50</b>	<b>\$ 43.00</b>
<b>Sheriff's</b>	<b>G-90204</b>	<b>\$8.00</b>	<b>2</b>	<b>\$ 17.50</b>	<b>\$ 43.00</b>
<b>Sheriff's</b>	<b>G-96108</b>	<b>\$28.81</b>	<b>1.5</b>	<b>\$ 17.50</b>	<b>\$ 55.06</b>
<b>Sheriff's</b>	<b>G-96112</b>	<b>\$8.00</b>	<b>2</b>	<b>\$ 17.50</b>	<b>\$ 43.00</b>
<b>Sheriff's</b>	<b>G-96447</b>	<b>\$29.64</b>	<b>3.5</b>	<b>\$ 17.50</b>	<b>\$ 90.89</b>
<b>Sheriff's</b>	<b>G-99164</b>	<b>\$28.25</b>	<b>4</b>	<b>\$ 17.50</b>	<b>\$ 98.25</b>
<b>Sheriff's</b>	<b>G-99169</b>	<b>\$41.84</b>	<b>4</b>	<b>\$ 17.50</b>	<b>\$ 111.84</b>
				<b>TOTAL</b>	<b>\$ 601.35</b>



# ***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***

***July 2018***

	<b>UNLEADED</b>					
<b>UNIT #</b>	<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL.</b>	<b>TOTAL COST</b>
127	G-18473	#VALUE!	#VALUE!	N/U	0.000	\$ -
128	G-18464	0.13	22.44	303	13.500	\$ 38.09
130	G-15638	#VALUE!	#VALUE!	N/U	0.000	\$ -
131	G-29800	0.25	10.91	228	20.900	\$ 56.56
132	G-29091	#VALUE!	#VALUE!	N/U	0.000	\$ -
133	G-23696	0.23	12.50	175	14.000	\$ 39.50
134	G-23697	0.24	11.76	529	45.000	\$ 126.98
135	G-39980	0.27	9.94	163	16.400	\$ 44.39
136	G-39988	0.32	8.55	420	49.100	\$ 132.90
138	G-95862	0.18	15.68	1,683	107.300	\$ 299.23
139	G-57384	#VALUE!	#VALUE!	N/U	0.000	\$ -
140	G-57619	0.00	#DIV/0!	60	0.000	\$ -
141	G-57618	#VALUE!	#VALUE!	N/U	0.000	\$ -
146	146	#VALUE!	#VALUE!	N/U	0.000	\$ -
147	G-66164	0.00	#DIV/0!	78	0.000	\$ -
148	G-66165	0.00	#DIV/0!	168	0.000	\$ -
150	G-70482	0.19	14.91	1,387	93.000	\$ 259.73
151	G-78718	#VALUE!	#VALUE!	N/U	0.000	\$ -
152	G-64239	0.14	19.53	1,369	70.100	\$ 193.36
153	G-86952	0.11	26.24	887	33.800	\$ 94.04
154	G-86953	0.12	23.45	1,557	66.400	\$ 184.86
155	G-86954	0.13	21.52	2,939	136.600	\$ 381.30
157	G-91750	0.00	#DIV/0!	153	0.000	\$ -
Extra Gas Card	Extra Gas Card	#DIV/0!	0.00	0	5.100	\$ 18.43
<b>TOTAL GAS</b>					<b>671.200</b>	<b>\$ 1,869.37</b>



<b>DIESEL FUEL</b>						
<b>UNIT #</b>	<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL.</b>	<b>TOTAL COST</b>
137	G-50237	0.00	#DIV/0!	119	0.000	\$ -
202	G-18484	#VALUE!	#VALUE!	N/U	0.000	\$ -
209	G-18476	#VALUE!	#VALUE!	N/U	0.000	\$ -
211	G-18795	#VALUE!	#VALUE!	N/U	0.000	\$ -
212	G-30550	0.43	6.59	290	44.000	\$ 123.47
213	G-30549	0.38	7.37	424	57.500	\$ 161.34
214	G-38441	0.00	#DIV/0!	349	0.000	\$ -
215	G-67372	0.49	5.72	792	138.500	\$ 384.18
216	G-67371	0.77	3.61	552	153.000	\$ 422.54
217	G-70782	0.48	5.88	345	58.700	\$ 164.72
218	Distributor	#VALUE!	#VALUE!	N/U	0.000	\$ -
219	Water Truck	0.85	3.31	266	80.400	\$ 225.61
220	New Transport	0.87	3.47	853	246.000	\$ 741.96
305	305	#VALUE!	#VALUE!	N/U	0.000	\$ -
306	306	11.57	0.24	9	37.100	\$ 104.10
307	307	9.61	0.29	4	13.700	\$ 38.44
308	308	3.79	0.74	24	32.400	\$ 90.92
309	309	#VALUE!	#VALUE!	N/U	0.000	\$ -
310	310	6.20	0.45	37	81.700	\$ 229.24
311	311	2.10	1.33	12	9.000	\$ 25.24
312	312	#VALUE!	#VALUE!	N/U	0.000	\$ -
313	313	#VALUE!	#VALUE!	N/U	0.000	\$ -
314	314	15.95	0.18	6	34.100	\$ 95.68
416	416	10.28	0.27	80	296.900	\$ 822.62
417	417	9.20	0.30	95	317.100	\$ 874.22
418	418	#VALUE!	#VALUE!	N/U	0.000	\$ -
501	501	#VALUE!	#VALUE!	N/U	0.000	\$ -
Extra Diesel Card	Extra Diesel Card	#DIV/0!	0.00	0	50.200	\$ 135.55
<b>TOTAL DIESEL</b>					<b>1650.300</b>	<b>\$ 4,639.83</b>

**\*N/U = NOT USED**

# Sheriff



# Cibola County Sheriff's Office

*Sheriff Tony Mace*

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

[tnymace@yahoo.com](mailto:tnymace@yahoo.com)

*Undersheriff P. Michael Munk*  
[mmunk@co.cibola.nm.us](mailto:mmunk@co.cibola.nm.us)

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 JULY 1, 2018 through JULY 31, 2018.

		PREVIOUS YR JULY2017
Accidents	5	14
Arrests	40	56
Transports	16	17
Warrant Transports	10	18
Calls	760	2,055
Citations/Warnings	65	53
Civil Papers Received	69	81
Incidents	26	45

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

# Cibola County Sheriff's Office

## Accident Statistics

07/01/2018 00:00 through 07/31/2018 23:59

Accident Date / Time	OI Number	NM Report #	Veh Damage Only	Injured	Fatalities	Property Damage	On Road	Intersecting St.
7/11/18 12:00 AM	18-0592	30141268	<input type="checkbox"/>	0	0			
7/12/18 12:00 AM	18-0608		<input type="checkbox"/>	0	0			
7/16/18 10:40 AM	18-0614	30141270	<input type="checkbox"/>	1	0		NM HIGHWAY 53	78

7/31/2018 18-0640  
7/31/2018 18-0642



**Cibola County Sheriff's Office**

**Arrests - by Officer**

**Arrest Date: 07/01/2018 - 07/31/2018**

Officer	Arrests	SEX			RACE					ETHNIC	
		Male	Female	UNK	White	Black	Indian	Asian	UNK	Hispanic	NonHisp
B. Gardner	7	5	2	0	1	0	4	0	0	0	2
Dep. A. Kemp	7	4	3	0	1	0	1	0	0	6	1
Dep. A. Roane	2	2	0	0	0	0	0	0	0	0	0
Dep. R. Veloz	2	0	2	0	1	0	0	0	0	1	0
Dep. T. Archuleta	3	2	1	0	1	0	1	0	0	1	2
J. Hocker	5	3	1	0	1	0	1	0	0	0	1
K. Ward	3	3	0	0	1	0	1	0	0	1	2
N. WADFORD	5	3	2	0	2	0	1	0	0	2	3
RO R. Sabroe	2	0	2	0	0	0	1	0	0	0	0
Sgt. D. Chavez	4	3	1	0	1	0	0	0	0	1	0

<b>TOTAL</b>	<b>40</b>	<b>25</b>	<b>14</b>	<b>0</b>	<b>9</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>11</b>
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**Cibola County Sheriff's Office**

**Arrests - by Officer for TRANSPORT**

**Arrest Date: 07/01/2018 - 07/31/2018**

Officer	Arrests	SEX			RACE					ETHNIC	
		Male	Female	UNK	White	Black	Indian	Asian	UNK	Hispanic	NonHisp
B. Gardner	3	2	1	0	0	0	2	0	0	0	2
Dep. A. Kemp	3	3	0	0	1	0	0	0	0	3	0
Dep. A. Roane	0	0	0	0	0	0	0	0	0	0	0
Dep. R. Veloz	0	0	0	0	0	0	0	0	0	0	0
Dep. T. Archuleta	1	0	1	0	1	0	0	0	0	0	1
J. Hocker	5	3	1	0	1	0	1	0	0	0	1
K. Ward	1	1	0	0	1	0	0	0	0	1	0
N. WADFORD	0	0	0	0	0	0	0	0	0	0	0
RO R. Sabroe	2	0	2	0	0	0	1	0	0	0	0
Sgt. D. Chavez	1	1	0	0	1	0	0	0	0	0	0

<b>TOTAL</b>	<b>16</b>	<b>10</b>	<b>5</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>4</b>
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**Cibola County Sheriff's Office**

**Arrests - by Officer For WARRANTS**

Arrest Date: 07/01/2018 - 07/31/2018

Officer	Arrests	SEX			RACE					ETHNIC	
		Male	Female	UNK	White	Black	Indian	Asian	UNK	Hispanic	NonHisp
B. Gardner	4	3	1	0	1	0	2	0	0	0	0
Dep. A. Kemp	1	0	1	0	0	0	1	0	0	0	1
Dep. A. Roane	0	0	0	0	0	0	0	0	0	0	0
Dep. R. Veloz	2	0	2	0	1	0	0	0	0	1	0
Dep. T. Archuleta	1	1	0	0	0	0	0	0	0	1	0
J. Hocker	0	0	0	0	0	0	0	0	0	0	0
K. Ward	1	1	0	0	0	0	0	0	0	0	1
N. WADFORD	0	0	0	0	0	0	0	0	0	0	0
RO R. Sabroe	1	0	1	0	0	0	1	0	0	0	0
Sgt. D. Chavez	0	0	0	0	0	0	0	0	0	0	0

<b>TOTAL</b>	10	5	5	0	2	0	4	0	0	2	2
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**Cibola County Sheriff's Office**  
**DISPATCH ARRIVED BY DSN AND DATE RANGE**  
07/01/2018 00:00 through 07/31/2018 00:00

DSN	User	# of Times Arrived on Call
127	B. Gardner	25
114	Dep. A. Kemp	75
115	Dep. A. Roane	186
107	Dep. R. Veloz	55
111	Dep. T. Archuleta	103
131	E. Sanchez	69
119	K. Ward	100
104	N. WADFORD	44
130	P. Lucero	26
105	Sgt. D. Chavez	65
101	Sheriff T. Mace	4
102	Undersheriff M. Munk	8

8  
760

# Cibola County Sheriff's Office

Number of Warrants by Warrant Type within a date range

07/01/2018 00:00 Through 07/31/2018 23:59

Date / Time of Offense	Summons Cit	Officer Name	Race	Violation
7/11/2018 3:58:03 PM		Dep. J. McCowen		
7/16/2018 10:53:01 AM		Dep. J. McCowen		

2

## COURT

Date / Time of Offense	Summons Cit	Officer Name	Race	Violation
7/2/2018 12:31:44 PM	10566743	Dep. R. Veloz		DRIVING REVOKED OR SUSPENDED
7/2/2018 12:59:34 PM	10556934	Dep. A. Kemp		LICENSE PLATE EXPRIED
7/2/2018 1:04:30 PM	10556926	Dep. A. Kemp		INSURANCE
7/2/2018 1:12:52 PM	10556918	Dep. A. Kemp		LICENSE PLATE EXPRIED
7/2/2018 2:48:18 PM	10537272	K. Ward		DRIVING REVOKED OR SUSPENDED
7/6/2018 3:43:28 PM	10568525	N. WADFORD	WHITE	DRUGS POSSESION
7/7/2018 8:56:00 AM	10565950	Dep. A. Roane		INSURANCE
7/7/2018 8:56:00 AM	10565968	Dep. A. Roane		REGISTRATION
7/7/2018 9:40:00 AM	10567949	Dep. A. Roane		SIGNED/EXHIBIT ON DEMAND
7/7/2018 9:40:00 AM	10567956	Dep. A. Roane		DRIVING REVOKED OR SUSPENDED
7/7/2018 9:40:00 AM	10567980	Dep. A. Roane		DRUG
7/7/2018 9:40:00 AM	10567980	Dep. A. Roane		EQUIPMENT/PARAPHERNALIA
7/7/2018 3:59:00 PM	10565893	Dep. A. Roane		DRUG
7/9/2018 9:06:00 AM	10566198	Dep. A. Kemp		EQUIPMENT/PARAPHERNALIA
7/10/2018 9:06:00 AM	10568764	Dep. A. Roane		DRIVING REVOKED OR SUSPENDED
7/10/2018 9:46:00 AM	10568798	Dep. A. Roane		TAIL LAMPS TOWED VEHICLES
7/10/2018 9:46:00 AM	10568806	Dep. A. Roane		LICENSE ON DEMAND
7/11/2018 3:27:13 PM		K. Ward		SPEEDING
7/11/2018 6:10:00 PM	10568855	Dep. A. Roane		LICENSE ON DEMAND
7/12/2018 9:48:00 AM	10568905	Dep. A. Roane		DRIVING REVOKED OR SUSPENDED
7/12/2018 1:35:00 PM	10568947	Dep. R. Veloz		INSURANCE
7/12/2018 6:09:00 PM	10568962	Dep. A. Roane		CARELESS DRIVING
7/12/2018 6:09:00 PM	10568970	Dep. A. Roane		INSURANCE
7/12/2018 6:09:00 PM	10568988	Dep. A. Roane		SEAT BELTS REQUIRED
				REGISTRATION
				SIGNED/EXHIBIT ON DEMAND

23

## PIA

Date / Time of Offense	Summons Cit	Officer Name	Race	Violation
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Grand Total

25



# Cibola County Sheriff's Office

Number of Warrants by Warrant Type within a date range

07/01/2018 00:00 Through 07/31/2018 23:59

7/2/2018 12:11:18 PM	10566701	Dep. R. Veloz	SPEEDING
7/2/2018 1:24:19 PM	10566107	Dep. A. Kemp	OPEN CONTAINER
7/7/2018 3:54:00 PM	10568004	Dep. A. Roane	SEAT BELTS REQUIRED
7/10/2018 8:15:00 AM	10569002	Dep. A. Roane	SPEEDING
7/15/2018 9:34:00 AM	10537314	K. Ward	SPEEDING
7/17/2018 7:26:00 AM	10537322	K. Ward	SPEEDING

6

## WARNING

Date / Time of Offense	Summons Cit	Officer Name	Race	Violation
7/2/2018 12:16:56 PM	10566727	Dep. R. Veloz		LICENSE PLATE EXPRIED
7/2/2018 12:24:37 PM	10566735	Dep. R. Veloz		INSURANCE
7/2/2018 12:27:49 PM	10566677	Dep. R. Veloz		SPEEDING
7/2/2018 12:36:12 PM	10566081	Dep. A. Kemp		CARELESS DRIVING
7/2/2018 12:44:37 PM	10556991	Dep. A. Kemp		LICENSE ON DEMAND
7/2/2018 12:49:16 PM	10556983	Dep. A. Kemp		SPEEDING
7/2/2018 12:52:19 PM	10557007	Dep. A. Kemp		SPEEDING
7/2/2018 12:55:56 PM	10566099	Dep. A. Kemp		LICENSE ON DEMAND
7/2/2018 1:28:04 PM	10556959	Dep. A. Kemp		SPEEDING
7/2/2018 2:19:00 PM	10556942	Dep. A. Kemp		STOP & YEILD SIGNS VIOLATION
7/2/2018 2:23:04 PM	10566396	Dep. T. Archuleta		SPEEDING
7/7/2018 8:18:00 AM	10567391	Dep. A. Roane		SPEEDING
7/7/2018 8:30:00 AM	10565935	Dep. A. Roane		SPEEDING
7/7/2018 8:48:00 AM	10565943	Dep. A. Roane		SEAT BELTS REQUIRED
7/7/2018 9:40:00 AM	10567964	Dep. A. Roane		SPEEDING
7/7/2018 1:00:00 PM	10567998	Dep. A. Roane		SEAT BELTS REQUIRED
7/7/2018 1:04:00 PM	10566172	Dep. A. Kemp		DRIVER TO BE LICENSED
7/10/2018 7:42:00 AM	10537306	K. Ward		SPEEDING
7/10/2018 8:00:00 AM	10565919	Dep. A. Roane		SPEEDING
7/10/2018 8:06:00 AM	10567972	Dep. A. Roane		SPEEDING
7/10/2018 9:06:00 AM	10568772	Dep. A. Roane		STOP & YEILD SIGNS VIOLATION
7/10/2018 9:30:00 AM	10568780	Dep. A. Roane		SPEEDING
7/11/2018 4:50:00 PM	10568814	Dep. A. Roane		FAILURE TO MAINTAIN LANE
7/11/2018 5:31:00 PM	10568830	Dep. A. Roane		SEAT BELTS REQUIRED
7/11/2018 5:48:00 PM	10568848	Dep. A. Roane		SPEEDING
7/11/2018 6:42:00 PM	10568863	Dep. A. Roane		SPEEDING
7/11/2018 7:05:00 PM	10568822	Dep. A. Roane		SPEEDING
7/12/2018 9:00:00 AM	10568871	Dep. A. Roane		SPEEDING
7/12/2018 9:15:00 AM	10568889	Dep. A. Roane		SPEEDING
7/12/2018 9:48:00 AM	10568897	Dep. A. Roane		SPEEDING
7/12/2018 10:30:00 AM	10568921	Dep. A. Roane		SPEEDING

Grand Total

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## Cibola County Sheriff's Office

*Number of Warrants by Warrant Type within a date range*

07/01/2018 00:00 Through 07/31/2018 23:59			
7/12/2018 3:44:54 PM	10568913	Dep. A. Roane	SPEEDING
7/17/2018 7:36:00 AM	10537330	K. Ward	SPEEDING

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33

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*Grand Total*

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# Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

## Offense Summary Report

From 07/01/2018 to 07/31/2018

Case No.	Date	Complainant	Status	Method Received
18-0625	07/20/2018			
18-0626	07/20/2018			
18-0654	07/18/2018			
18-0672	07/30/2018			
Total	4			
<b><u>BATTERY SIMPLE</u></b>				
18-0637	07/30/2018		INFO REPORT ONLY	DISPATCHER
Total	1			
<b><u>BEHAVIOR HEALTH</u></b>				
18-0615	07/16/2018		INFO REPORT ONLY	DISPATCHER
Total	1			
<b><u>CRASH REPORT</u></b>				
18-0592	07/08/2018		INFO REPORT ONLY	DISPATCHER
18-0608	07/12/2018		INFO REPORT ONLY	OTHER
18-0614	07/16/2018		INFO REPORT ONLY	DISPATCHER
18-0640	07/31/2018		INFO REPORT ONLY	WALK-IN
18-0642	07/31/2018		INFO REPORT ONLY	DISPATCHER
18-0642	07/31/2018		INFO REPORT ONLY	DISPATCHER
Total	5			
<b><u>CRIMINAL DAMAGE</u></b>				
18-0623	07/18/2018		INFO REPORT ONLY	DISPATCHER
Total	1			
<b><u>DRUG</u></b>				
18-0591	07/07/2018		SUMMONS	ON VIEW

# Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

## Offense Summary Report

From 07/01/2018 to 07/31/2018

Case No.	Date	Complainant	Status	Method Received
18-0638	07/30/2018		FILED SUMMONS FILED	ON VIEW
Total	2			
<b><u>EVIDENCE DESTRUCTION</u></b>				
18-0617	07/16/2018		INFO REPORT ONLY	COURT ORDER
Total	1			
<b><u>LARCENY</u></b>				
18-0585	07/01/2018		INACTIVE	DISPATCHER
18-0611	07/15/2018		INFO REPORT ONLY	DISPATCHER
18-0618	07/16/2018		INFO REPORT ONLY	DISPATCHER
18-0643	07/31/2018		CLOSED	
Total	4			
<b><u>WARRANT - DISTRICT</u></b>				
18-0589	07/04/2018		CBA	DISPATCHER
18-0603	07/10/2018		CBA	COURT ORDER
18-0604	07/10/2018		CBA	COURT ORDER
18-0631	07/24/2018		CBA	
18-0633	07/25/2018		CBA	DISPATCHER
18-0659	07/22/2018		CBA	OTHER AGENCY
18-0671	07/30/2018		CBA	OTHER AGENCY
Total	7			
<b><u>WARRANT - MAGISTRATE</u></b>				
18-0605	07/10/2018		CBA	COURT ORDER
18-0606	07/10/2018		CBA	COURT ORDER
18-0616	07/16/2018		CBA	OTHER
18-0620	07/17/2018		CBA	OTHER
18-0621	07/17/2018		CBA	OTHER
18-0628	07/23/2018		CBA	
18-0629	07/22/2018		CBA	COURT ORDER
Total	7			
<b><u>WARRANT - MUNICIPAL</u></b>				
18-0594	07/09/2018		CBA	



# Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

## Offense Summary Report

From 07/01/2018 to 07/31/2018

Case No.	Date	Complainant	Status	Method Received
18-0635	07/26/2018		INFO REPORT ONLY	DISPATCHER
Total	2			
<b><u>WARRANT - OTHER</u></b>				
18-0598	07/11/2018		CBA	DISPATCHER
18-0639	07/31/2018		CBA	OTHER
Total	2			
<b><u>WARRANT - TRANSPORT</u></b>				
18-0601	07/03/2018		CBA	COURT ORDER
18-0607	07/05/2018		CBA	COURT ORDER
18-0612	07/15/2018		CBA	COURT ORDER
18-0613	07/10/2018		CBA	COURT ORDER
18-0627	07/22/2018		INACTIVE	COURT ORDER
18-0630	07/23/2018		CBA	COURT ORDER
18-0653	07/22/2018		CBA	COURT ORDER
18-0655	07/18/2018		CBA	COURT ORDER
18-0656	07/19/2018		CBA	COURT ORDER
18-0657	07/20/2018		CBA	COURT ORDER
18-0658	07/20/2018		CBA	OTHER AGENCY
18-0670	07/24/2018		CBA	COURT ORDER
18-0676	07/30/2018		CBA	COURT ORDER
18-0677	07/30/2018		CBA	COURT ORDER
Total	14			
<b><u>ASSAULT AGGRAVATED</u></b>				
18-0641	07/31/2018		CBA	PHONE
Total	1			
<b><u>CRIMINAL SEXUAL</u></b>				
18-0632	07/24/2018		ACTIVE/PE NDING	DISPATCHER
Total	1			
<b><u>DRUGS POSSESSION</u></b>				
18-0590	07/05/2018		CBA	
Total	1			
<b><u>FIREARMS POSSESSION</u></b>				
18-0593	07/09/2018		CBA	OTHER AGENCY
Total	1			

# Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

## Offense Summary Report

From 07/01/2018 to 07/31/2018

Case No.	Date	Complainant	Status	Method Received
<b><u>SEX OFFEDNER REG</u></b>				
18-0609	07/13/2018		ACTIVE/PE NDING	
Total	1			
<b><u>STOLEN VEHICLE</u></b>				
18-0586	07/02/2018		CBA	ON VIEW
18-0595	07/09/2018		ACTIVE/PE NDING	DISPATCHER
18-0634	07/25/2018		ACTIVE/PE NDING	DISPATCHER
Total	3			
<b><u>STOLEN VEHLCE</u></b>				
18-0622	07/18/2018		ACTIVE/PE NDING	DISPATCHER
Total	1			
<b><u>WARRANT - DISTRICT</u></b>				
18-0588	07/03/2018		CBA	DISPATCHER
Total	1			
<b><u>WARRANT - US DISTRICT</u></b>				
18-0602	07/12/2018		CBA	
Total	1			
<b><u>CRIMINAL TRESPASS</u></b>				
18-0636	07/26/2018		INFO REPORT ONLY	DISPATCHER
Total	1			
<b><u>INFORMATION REPORT</u></b>				
18-0584	07/01/2018		INACTIVE	OTHER
18-0587	07/02/2018		INFO REPORT ONLY	DISPATCHER
18-0610	07/15/2018		INFO REPORT ONLY	OTHER
18-0619	07/17/2018		INFO REPORT ONLY	OTHER
Total	4			

# Cibola County Sheriff's Office

114 McBride Rd, Grants, NM 87020

## Offense Summary Report

From 07/01/2018 to 07/31/2018

Case No.	Date	Complainant	Status	Method Received
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Total Offenses = 67

# NEW ITEMS 12 a.

WH Pacific Contract Task Order #1





**CIBOLA COUNTY**  
**PROFESSIONAL SERVICES CONTRACT WITH WHPACIFIC FOR**  
**REVIEW AND CONSULTATION FOR COUNTY ROADS DOCUMENTATION-**

**Task Order 1**

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Cibola County hereinafter referred to as the "COUNTY" and WHPacific hereinafter referred to as the "CONTRACTOR" and is effective as of the date set forth below upon which it is executed by the Authorized Signatory of Cibola County. This Agreement has been procured as a small professional service pursuant to the applicable provisions of the New Mexico Procurement Code and Cibola County Purchasing Regulations.

**IT IS AGREED BETWEEN THE PARTIES:**

**1. Scope of Work**

**Review and Consultation for County Roads Documentation**

WHPacific will assist the County in developing a status report on the road network currently owned or maintained by the County. This work will include the following activities and items.

1. Gap analysis of data supporting the County Maintained Route Description (CMRD) schedule.
  - A. Comparison of current CMRD schedule with the initial CMRD schedule developed when Cibola County was created in 1981.
  - B. Identify roads that have been added and removed from the CMRD schedule.
  - C. Review records provided by the County for:
    - Roads that are being maintained but are not listed on the current CMRD schedule.
    - Roads that are not being maintained but are listed on the CMRD schedule.
    - Dedication and acceptance of roads.
    - Transfer of roads from or to County maintenance responsibility.
    - Agreements with other agencies for maintenance responsibility.
  - D. Identify gaps where records are not on hand, recoverable, or insufficient to support listing or delisting from the CMRD schedule.

2. Provide a Road Network Status Report to the County. The report will be a brief paper documenting the findings and conclusions resulting from the gap analysis. This will include the following.
  - A. Results of Gap Analysis
    - List of roads with sufficient records to establish clear County maintenance responsibility, including type of record or document.
    - List of roads with insufficient records to establish clear County maintenance responsibility, including what record or information is missing.
    - Recommended updates to the CMRD schedule.
  - B. Recommendation of next steps to resolve uncertainties in maintenance responsibility.

**Deliverable Items:**

1. Road Network Status Report (electronic pdf file only)

**Anticipated Schedule**

The schedule to complete the work will depend heavily on the availability and quality of records provided by the County. Assuming all recoverable records are available upon notice to proceed, the anticipated schedule is as follows.

Gap Analysis – 4 weeks from notice to proceed

Road Network Status Report

- Draft Report – 5 weeks from notice to proceed
- Final Report – 6 weeks from notice to proceed

**Standard of Care:**

The standard of care for all professional engineering and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Contractor makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Contractor.

**2. Compensation**

- a. The total amount payable to the Contractor under this Agreement shall not exceed \$5,000.00 plus applicable New Mexico Gross Receipts Tax. This amount is a maximum and not a guarantee that the work assigned to the Contractor under this Agreement to be performed shall equal the amount stated herein.  
Services will be billed on a time and materials basis in accordance with the attached rate schedule, See Exhibit "A". Contractor will monitor the time and cost being expended on the work weekly and advise the County promptly if the fee appears to be inadequate to complete the work.
- b. The County shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables, milestones, and performance measures as delineated, such compensation not to exceed \$5,000.00 (as set forth in Paragraph A) excluding gross receipts tax. 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, and to approval by the County. All invoices MUST BE received by the County no later than seven (7) days after the preceding quarter in which services were performed with the final invoice due no later than seven (7) 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 with each invoice. 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 terminate on December 31, 2018 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract 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 ten (10) 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 delivered by Contractor are instruments of services. All final 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:

- i. 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;
  - ii. 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;
  - iii. 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;
  - iv. 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
  - v. 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 VII 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**

Notwithstanding anything herein to the contrary, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by either party or their employees, agents, subconsultants or subcontractors. Consequential damages include but are not limited to loss of profits and loss of use.

## **21. Indemnification.**

The Contractor shall, 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,. 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 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. (recognizing that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court). Nothing in this paragraph shall affect either party's ability to seek from a court injunctive or equitable relief at any time to the extent same is not precluded by another provision of this Agreement.

#### **31. Notice to Proceed.**

- a. It is expressly understood that this Agreement is not binding upon the County until it is executed by the Authorized Signator. 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.**



- a. 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.**

- a. 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.**

- a. 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; 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:
  - 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. Notices.**

- a. 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:

Kate Fletcher, County Manager  
County of Cibola  
700 E. Roosevelt Ave., Suite 50  
Grants, NM 87020

To the Contractor: Authorized Signatory: \_

Hal D Byrd, Director, Transportation  
6501 Americas Pkwy NE, Suite 400  
Albuquerque, NM 87110

### **37. Certification Regarding Debarment**

Contractor, by signing this Agreement, provides certification to the County the Contractor is not debarred, suspended, or proposed for debarment by any Federal or New Mexico State Department or agency.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners or County Manager below.**

WH Pacific

By: \_\_\_\_\_  
Hal D Byrd, Director, Transportation

Date: \_\_\_\_\_



BOARD OF COUNTY COMMISSISONERS OF CIBOLA COUNTY

\_\_\_\_\_  
ROBERT ARMIJO, CHAIRMAN

\_\_\_\_\_  
DANIEL TORREZ, VICE-CHAIR

\_\_\_\_\_  
JACK MOLERES, 2D VICE-CHAIR

\_\_\_\_\_  
ROBERT WINDHORST, COMMISSIONER

\_\_\_\_\_  
MARTHA GARCIA, COMMISSIONER

ATTEST BY:

\_\_\_\_\_  
MICHELLE E. DOMINGUEZ, COUNTY CLERK

# NEW ITEMS 12 b.

Updated Policy and Procedures for  
Cibola Regional Communications Center  
Sections 1-4 and 7-9

***SECTION 1***  
***ORGANIZATIONAL***  
***STRUCTURE***

## **Organizational Structure**

### **1. Chain of Command**

- a. The Director of Communications (DOC) is the Chief authority of CRCC and reports directly to the County Manager and a seven (7) member board consisting of:
  - i. The Grants Police Chief or their designee
  - ii. The Cibola County Sheriff or their designee
  - iii. The Milan Police Chief or their designee
  - iv. The Grants Fire Chief or their designee
  - v. The Milan Fire Chief or their designee
  - vi. The Cibola County Fire Chief or designee
  - vii. Civilian Representative

“JOINT POWER AGREEMENT “See Resource Section- Page RS-1

### **2. Director of Communications- Essential Functions**

- a. Incumbent is delegated full technical responsibility and authority for planning, implementing, monitoring and evaluating a radio dispatch communications center to handle all law enforcement, fire suppression, medical service providers, radio communications and transmissions. Supervises maintenance, coordination and networking of the national Crime Information Center (NCIC), New Mexico Crime Information Center, Master Street Address guide and Public Safety Answering Point, files, and systems for use within the center. Ensure adherence to all laws, policies, procedures, and requirements set forth by the FCC, NCIC, and state control terminal agency.
- b. On the basis of information obtained from the dispatch authority board, representatives of law enforcement, fire suppression and medical service provider organizations, and demographic studies, develop comprehensive long range operational and financial program plans for providing emergency and regular radio communications and transmissions throughout the area. Develops maps and designates emergency service zones for the Enhanced 911 system in Cibola County. Coordinates activities with back up facilities within the County. Develops specifications and estimates of requirements for manpower, equipment, materials, supplies, services and funding for preparation of annual budget and staffing proposals to be submitted to the Dispatch Authority. Make modifications as necessary and is responsible for compliance with approved budget and staffing allocation.
- c. Is responsible for planning, organizing, directing, coordinating, controlling through subordinate supervisors, multiple employees engaged in the day-to-day of the Dispatch Authority. In connection therewith, assures that the viewpoints, plans and



programs of the Dispatch Authority Board are adequately understood and translated into proper action; advises on the interception of policies and procedures and the resolution of unprecedented problems; coordinates and evaluates the execution of function to assure that program objectives are met in the most efficient and economical manner.

- d. Responsible for compliance with equal employment opportunity guidelines. Participates in the interview and selection of employees. Initiates or endorses recommendations for promotion, reassignment or termination of subordinates. Reviews and approves time and attendance records prior to submission to payroll; instructs subordinate supervisors to counsel employees regarding use of leave, job performance and discipline. Reviews and approves training requests and endorses or rejects proposed disciplinary action. Explains and insures employees comply with personnel and safety rules and requirements.
- e. Prepares specification for communication and other equipment to be purchased and services to be contracted. Reviews contractor's bids to insure specifications are met and recommends award of contract. Insures contracted service are monitored in progress and that deficiencies are corrected. Reviews all request for payment and recommends appropriate action. Contract State and Federal agencies for surplus items of equipment that may be utilized by the County Conducts on-site inspection of surplus equipment being considered for acquisition.
- f. Keep abreast of developments and advances in technology by attending technical conferences, seminars, and through professional publications. Keep subordinates advised of change or innovations in radio communication and transmission.
- g. Assists the Board by representing the Center at local, State, Tribal, or Federal Government meetings, various conferences, and makes public or private appearances for the purpose of informing and publicizing the system, negotiating solutions to complex and controversial problems, achieving full understanding of County plans and objectives for the Enhanced 911 Systems, coordinating interagency aspects of the program and discussing and interpreting issues involved in current problems.
- h. May be required to operate County owned or leased motor vehicles in the performance of assigned duties.

### **3. Supervisory Controls**

- a. Incumbent receives administrative supervision from the Dispatch Authority who furnished policy guidance and sets major program objectives and goals. The incumbent carries out assigned responsibilities independently, exercising leadership and managerial ability in planning, implementing, executing and evaluating Dispatch Authority programs and activities. Situations that involve highly controversial or politically sensitive issues are discussed with the Chairperson and/or the full Board prior to initiating actions. The work of the incumbent is reviewed and appraised for adherence to established policies, law, rules, and regulations, meeting of program objectives and evidence of exercising sound management principles and practices.



#### **4. Supervisors- Essential Functions**

- a. Responsible for supervising approximately 4-6 Telecommunicators and for coordinating their work. Develops recruiting and screening programs of potential employees; after preliminary screening efforts by the Personnel office, conducts background checks of applicants; assists in development of interview procedures/programs. Is of delegated authority to adjust assignments to insure adequate and efficient coverage of the communications network. Plans and implements monthly work and regular leave schedules. Assists in the development of performance standards for telecommunicators; solicits input from the telecommunicators concerning these standards; work with the Center Director to formalize standards; explains standards to subordinates and reviews and appraise employee's performance on a continuing basis; provides training and/or guidance on needed improvements. Develops and conducts formal annual performance appraisals and recommends approval or disapproval for length of service increases and other recognition for above average achievements. Council's employees on performance or behavior problems. Hears and resolves informal complaints and grievances. Effective minor disciplinary/coaching action and recommends disciplinary action to the Director. Advises on available employee assistance programs.
- b. Assists in implementing, explaining, promoting, and carrying out established personnel and safety policies and programs. Ensures employees understand and comply with personnel and safety rules and regulations. Participates in the development and periodic review of position descriptions and recommends updates when significant changes occur. Participates in employee selection panels and recommends promotion or reassignment of staff.
- c. Performs a variety of administrative duties in support of CRCC  
Such duties include but are not limited to:
  - i. Conduct tests of applicants for telecommunicator positions on typing skills and the CAD system.
  - ii. Perform checks on logging tapes by a random sampling system and occasionally at the request of user organizations to ensure compliance with local, state, FCC requirements. Report findings to the Director and/or user making inquiry.
  - iii. Ensures that standard operation procedure manuals, current guidance, and instruction manuals are updated and that manuals are accessible for each operating console.
  - iv. Tracks protection orders (domestic violence) to assure proper requirements are being accomplished.
  - v. Develop time efficient forms and assures that current filing system is compatible and readily accessible as needed/required.
  - vi. Inventory and inspection on all headsets monthly, identifying those in need of repair or replacement to maintain each headset in working order. Inspect

- facilities (building and equipment), identify maintenance problems, contact proper resources, identify maintenance problem, and make corrective actions.
- vii. Studies periodicals, trade magazines, etc. to identify state-of-the-art equipment in the communications field, and recommends acquisitions of radio and/or other equipment to increase and efficiency of the center.
  - i. Represents the Center at Senior Citizens Center, Civic Groups, schools, etc., providing information through speeches, literature etc. on the E-911 system and how to use it. Arranges for and conducts tours through the Center for these groups.
    - Performs non-supervisory duties to those of a telecommunicator, whenever needed to lack of personnel on hand or during peak workload periods.

**5. Additional Management Responsibilities**

- a. In the absence of the CRCC Director, this position will assure full responsibilities for the operation of the Center.
- b. Receives and recommends approval, or in the Director's absence, approves requests for travel and acquisition of supplies, insuring that funds have been budgeted and are available prior to approving such expenditures.
- c. Assures continuity of program operation to include full supervision of Center staff, final determinations on action items and final decisions on changes of priorities and deadlines.
- d. Responsible for proper routine maintenance of communication and other office equipment. Reports need for repair or contract maintenance to Director. Evaluates equipment used and makes recommendations for upgrades, as necessary. Maintains a supply of general office supplies, forms and other frequently used items. Notifies Director of items needing replenishment.

**6. Telecommunicator Duties-Essential Functions**

- a. May perform non-supervisory telecommunicator duties involving receiving and dispatching calls through a multi-channel radio console, telephone and enhanced 911 system whenever needed, such as during emergencies, absences or shortages of regular staff, heavy workload situations, etc.
- b. Performs other duties as assigned.

THIS JOB DESCRIPTION DOES NOT CONSTITUTE AN EMPLOYMENT AGREEMENT (Nothing in this description restricts ability to assign, reassign, or eliminate duties and responsibilities of this job at any time. It does not prescribe or restrict the task that may be assigned of essential functions. Those functions may change at any time as the County's/CRCC change or for other reasons deemed appropriate by the County's/CRCC's.

***SECTION 2***  
***RULES OF CONDUCT***



*The Rules of conduct listed below meet or exceed Cibola County Policy and shall be followed in conjunction with the Cibola County Policies.*

**1. Special Shifts**

- a. The communications Director and or Supervisor may assign personnel to special shifts for coverage purposes.
- b. It is recommended that a minimum of 3-4 dispatchers on the floor at all times.

**2. Overtime**

- a. Any non-exempt employee required to work actual hours in excess of 40 hours per week or 80 hours per pay period shall be paid overtime per county policy and union contract.
- b. In accordance with current procedures and budget limitations, employee overtime will be authorized by the Director of Communications or shift supervisor when needed for special events or emergencies.
  - i. When such special events, situation or emergencies occur and employees are to be used on an overtime basis, guidelines will be followed to ensure an equal opportunity for all employees to participate.
  - ii. Unless otherwise provided, employees will not be permitted to use PTO to work overtime as this practice could jeopardize staffing levels. Employees should be off duty to qualify.
  - iii. If leave is taken within the same week where overtime is worked, the overtime will be added to regular time to fulfill the 40 hour workweek 80 hour pay period requirement.
- c. A volunteer system of signing up for posted overtime will be the primary method for selecting employees to cover a shift.

**3. Tardiness**

- a. The Communications Supervisor shall make a written notation for all instances of tardiness.
  - i. A tardy employee may be required to submit a letter to the Communications Supervisor explaining such tardiness.
  - ii. Frequent tardiness by an employee may result in disciplinary action, up to and including dismissal; per Cibola County Policy.
    - a. 1<sup>st</sup> offense will result in verbal documented warning.
    - b. 2<sup>nd</sup> offense will result in a written reprimand.
    - c. 3<sup>rd</sup> offense will result in suspension.

- iii. There will be a review of all documented tardiness that have occurred within a one-year period during an employee's performance evaluation.

#### **4. Unauthorized Absence From Duty**

- a. Personnel absent from duty without authorization shall be listed as absent without leave (AWOL).
  - i. Disciplinary action may also be taken, pursuant to the personnel rules and regulations of Cibola County.

#### **5. Vacation**

- a. PTO may be approved by the Communications Supervisor for all Telecommunicators.
  - i. No employee shall submit a vacation request in excess of the amount he/she will have accrued at the time that the vacation is taken.
  - ii. Vacation shall normally be approved on the basis of the first come, first served. The leave slip is to be handed to the supervisor and should be submitted 14 calendar days prior to the vacation. The exception being last minute "special occasions" or extenuating circumstances, where the employee must meet with the supervisor for approval.
  - iii. The Director will approve annual leave for the Shift Supervisors, and all other administrative support team members.

#### **6. Sick Leave**

- a. All employees requesting sick leave will notify their immediate Supervisor of their request. A family member can call in for you if you are incapacitated or too ill to do so. Please give as much notice as you can (four hours minimum) unless it's an emergency. Employees working regular business hours also need to give notice, but do not fall under the 4 hour minimum for positions not essential to the floor operations of CRCC.  
Management has the right to question your status or may need to find out other information involving CRCC from you and not from another member of your family.
- b. Employees with not much time saved up for PTO may have to take leave without pay. Keep in mind this is only granted at the discretion of the Director.  
Leave without pay is not a Right or Attribute of employment with Cibola County or CRCC.
- c. Not with standing, an employee may be discharged, demoted, or reassigned in the event he or she, due to injury or illness, is unable to perform the regular duties of his or her job after the exhaustion of available leave.
- d. Management may ask for a Doctor's sick leave slip at any time of an employee, if he/she feels there may be an ABUSE of sick leave.
- e. For further guidelines, refer to "Cibola County Policy" on Sick Leave.



## **7. General Information**

### **a. Working hours**

- i. A normal workweek is 40 hours. Personnel will be required to work odd hours, holidays, and weekends. Shift work is a condition of employment.

### **b. Dress Code Policy/Appearance**

- i. Discretion in style of dress and behavior is essential to the efficient operations of CRCC. Employees are therefore required to behave in a professional businesslike manner and good hygiene is also expected.

Casual clothing such as:

- a. Worn out jeans with holes will not be allowed.
  - b. Halter tops, this includes spaghetti straps and mid-riffs.
  - c. Revealing clothing, such as see thru material, low cut shirts, low rise jeans need to be worn with an appropriate top (tucked in or long shirt).
  - d. Sweatpants, including tear away pants, wind pants, and jogging pants.
  - e. Dress shorts, skirts, and shorts must be 1-2 inches above the knee or longer.
  - f. Tee-shirts, sweatshirts, caps; anything promoting negativity, rude remarks, pictures, and or sexually explicit material will be prohibited.
  - g. Worn out or un-kept shoes may not be worn by employees at any time while engaged in company business.
- ii. The wearing of telegrids and headset clips should not be placed on your clothing that causes embarrassment to you, other employees and the public or user agencies.
  - iii. Please use good judgement in your choice of work clothes and remember to conduct yourself at all times in a way that best represents you and CRCC when attending training, meetings or on any assignment away from CRCC.
  - iv. Casual Days: On certain days of the week at management's discretion, casual or certain attire for events may be allowed and this will be designated on the work schedule or by memo/directive, but only when specified.
  - v. Employees failing to adhere to proper CRCC standards with respect to appearance and demeanor are subject to disciplinary action, up to and including dismissal.

c. Breaks

- i. Employees working a 12 hour shift will be allowed a total of 30 minutes for a lunch break on premises. Employees working 12 hour shifts will also be allowed a 15 minute break which will be given at the discretion of the on-duty Supervisor. During 15 minute breaks no employee shall be allowed to leave the premises unless approved by the duty Supervisor under special circumstances.

d. Cleanliness of work areas

- i. Employees/Supervisors are required to keep their environment clean and orderly. Before departing at the end of their workday, employees should lock all files and cabinets, secure files and close file cabinets without locks and clear all work material from the desk surfaces, especially materials of a sensitive or confidential nature. It is the supervisor's duty to inspect the area before the shift leaves.

e. Relief by oncoming Shift

- i. Each employee shall remain at his/her station until relieved by the oncoming shift or Communications Supervisor. The oncoming shift will be briefed as to the status of traffic before accepting responsibility of the radio console. Also, prior to shift relief each shift is required to do "shift brief form" located on all work stations. The brief shall be left in the Shift brief book so that all relief employees may review if needed.
  - a. Employees shall not leave prior to the end of their shift, if relieved early by the oncoming shift.
  - b. Before departing Dispatch for off duty or lunch break status, all telecommunicators will stand-by at Dispatch to make sure any calls entered are responded to in a thorough manner to the on duty supervisor or telecommunicator for dispatch to field personnel.
  - c. Oncoming shift is required to be at the assigned station on or before shift start time to relieve prior shift.

f. Current Address And Phone Numbers

- i. Each employee shall have his/her current address and telephone number on file with CRCC
  - a. Any change in address or telephone number shall be reported within 48 hours of the change.

g. Headset and Telegrips



- i. Each telecommunicator will be furnished with their own headset and in some cases their own telegrip.
- ii. Headsets are to be worn and telegrips are to be used at all times except during a thunderstorm with or without visible lighting, or when prior approval from a Supervisor is given.

h. Internet Usage

- i. The computer on the dispatch floor are only allowed to access the Internet for checking CRCC email.
- ii. All other Internet inquiries must be obtained on a designated computer during break time or at the Supervisors discretion.
- iii. No instant messaging, chat rooms, or Internet games allowed.
- iv. Sexually explicated material will not be tolerated and will result in disciplinary action up to and including immediate termination.
- v. No downloading of unauthorized material.
- vi. Any violation of the "Internet/Email Usage" Policies and Procedures shall result in disciplinary action, up to and including dismissal.

i. Cable TV/DVD- These items were purchased for EOC use, but can utilized for the following

- i. Cable TV, DVD can be utilized as long as the volume use is kept to a minimum, and it is not a distraction.

j. Reading Material

- i. CRCC reading material can be read at any time, as long as it does not distract employees from assignments.
- ii. All other material can be read at your Supervisors discretion.
- iii. Sexually explicit material will not be tolerated.

k. Cell Phone Usage

- i. Employees will be allowed to have their cell phone, and use them on their breaks, once their breaks are over they are to store them in their boxes or lockers. Cell phones will NOT be utilized for any sexually explicit materials or have any communication with field personnel unless approval by a supervisor. Employees are not to utilize cellular devices for any type of picture taking within the working conditions of the CRCC. This includes, but is not limited to, any workstation such as CAD, Telephone Systems, Radios, or NCIC terminals. If an employee fails to adhere to this

usage it will result in disciplinary action, up to and including termination of employee.

1. Workplace Violence/Zero Tolerance

- ii. Purpose- Outline the policy and procedure concerning what are meant by workplace violence and to specify what disciplinary action will be taken regarding any instances of workplace violence.
  - a. In the context of this policy, the phrase “workplace violence” refers to any act, gesture or statement that is interpreted by any employee as threatening or intimidation, or any act or omission that is physically damaging to employees at CRCC or that is related to CRCC business or policy regardless of the location of such act or omission.
- iii. Any and all complaints of activities which behaviors such as, but not limited to, those mentioned above, will be investigated. Zero tolerance means that all complaints will be pursued with regards to an investigation and determination made when all facts are gathered.
- iv. Any employee, who threatens to commit an act of workplace violence, as defined above, is subject to progressive discipline, up to and including termination.
- v. Any person who makes substantial threats, exhibits threatening behavior, or engages in violent acts on CRCC property shall be removed from the premises, and shall remain off CRCC premises pending the outcome of an investigation.
- vi. All employees of CRCC are required to report knowledge of violence or potential violence in the workplace. All acts or threatened acts of violence should be brought to the immediate attention of the supervisor, or if that person is involved, go to the person next in chain of command, this may also involve Law Enforcement.
- vii. Any employee who applies for or obtains a protective or restraining order which lists the CRCC premises as being a protected area must provide management with a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent.
- viii. CRCC has a unique situation, when armed personnel come into the center, no weapons shall be removed from the holster at any time.
- ix. For the employee's, bringing a personnel weapon onto the premises for whatever reason may be grounds for disciplinary action, including termination. We are here to provide a safe work environment for all employees.

**SECTION 3**  
**GENERAL TELEPHONE**  
**PROCEDURES**



## **1. GENERAL TELEPHONE PROCEDURES**

### **A. TELEPHONE ANSWERING:**

All incoming administration lines and ring-down lines are to be answered identifying the agency as "Cibola Regional Dispatch this is (insert name)". All incoming 9-1-1 lines are to be answered "Cibola County 911, what is the location of your emergency".

### **B. COURTESIES**

1. Always be courteous. Avoid becoming annoyed at a caller no matter how unreasonable they may be or no matter how unrealistic their request is.
2. Never argue with a caller, this solves nothing and only leaves the caller with bad feelings toward the department and may result in a complaint against you.
3. Remember you are the first representative that the caller encounters for the Departments you service. The better you handle a caller, the better the image they have of the departments involved.
4. Obnoxious and belligerent callers are inevitable when handling an emergency. Treat such callers as a challenge, attempt to meet the caller's needs and leave them less upset when disconnecting, than they were when they first called. Remember to remain neutral, these feelings and reactions are not directed at you.
5. If a caller becomes extremely verbally abusive or obscene, the call taker will not respond in an abusive manner. If the caller continues and is not making a legitimate request for emergency service, the call taker may hang up after asking the caller if they need assistance from police, fire or medical services and if they do not then advise the caller that you (the call taker) will be terminating the call and then hang up.

### **C. PERSONAL USAGE:**

1. Receiving personal calls is acceptable providing calls are kept to a minimum and providing that they do not interfere with your duties and responsibilities.
2. Outgoing personal calls are acceptable again, providing they do not interfere with your duties and are kept to a minimum.
3. Personal calls received and made may be regulated by the supervisor. The supervisor may elect to have the call terminated, if found to be obstructing the employee's work performance. Call time will be limited to a maximum of 10

minutes or at the supervisor's discretion. Being on a personal call does not relieve the team member from performing his/her duty from answering 911 lines, administrative telephone calls and radio traffic.

4. All CRCC telephone lines are recorded. Employees shall have no expectation of privacy when using the telephone equipment.

#### **D. CELLULAR PHONE USAGE**

1. The use of cellular telephones, for initiating and/or receiving telephone calls in the dispatch area, is prohibited.
2. Cellular phones will not be allowed on the dispatch floor at all.

#### **E. PROCEDURES:**

1. Answer promptly and according to priority – Treat each call as an emergency, attempt to answer within three (3) rings. Calls should be answered in the following order:
  - a. 9-1-1 emergency line
  - b. Non-Emergency line
  - c. Administrative line
2. Always use a professional manner and tone. Be aware of inflection, modulation, clarity, and diction while speaking with a caller.
3. Take charge of the conversation by asking pertinent questions and using repetitive persistence.
4. Appropriate questioning for information gathering includes the six “W’s”. They are as follows:
  - a. Where – Where did this occur?
  - b. What – What happened?
  - c. Who – Who is involved?
  - d. When – When did this happen?
  - e. Why – Why did this happen? Is anyone intoxicated?
  - f. Weapons – Weapons involved?
5. Document all information into ITI, never leaving anything to memory, including all updates to any incident.
6. Verify all information given to you by using the following techniques:
  - a. Ask open ended questions – “When did this happen”
  - b. Paraphrase – express the meaning of something spoken by using different words

- c. Mirroring – repeat back the last word or phrase as a question
  - d. Silence – use just before and just after making an important point.
7. Explain waits - let the caller know why they are being placed on hold or if they are being transferred elsewhere and to whom.
  8. Codes, law enforcement/EMS/Fire terminology or jargon should never be used with a caller, even if the caller advises that he/she is an officer/paramedic/firefighter. Codes and jargon may mean different things to different agencies.
  9. Convey a sense of concern for the caller, use compassion and empathy. Give the caller your full attention when possible and avoid impatience. If you must interrupt, do so politely.
  10. Obtain complete information needed for proper response while leading conversation to a timely termination of the call.
  11. Listening skills – Be observant to background noises – note any special noises that may be pertinent to the incident. (Screams or fighting confirm an emergency).
  12. Obtain vehicle descriptions as follows:
    - C – Color
    - Y – Year
    - M – Make
    - B – Body Style (2-door, 4-door, etc.)
    - A – Additional information (tinted windows, damage, etc.)
    - L – License Number
    - S – State of license plate
  13. Physical descriptors of a suspect or a victim may be obtained by remembering the “Outside, In” phrase. Physical descriptors should be obtained and given to the responding units from the top of the person to the bottom in the following order:
    - a. Nationality
    - b. Sex
    - c. Age (approximate)
    - d. Hair color and length
    - e. Height (approximate)
    - f. Weight (approximate)
    - g. Color and type of clothing (ball cap, shirt, jeans, jacket, shoes, etc.)
    - h. Visible scars, marks, or tattoos (SMT)
    - i. Any other information that may be used to help identify the person
  14. Adjust phone techniques accordingly to caller type. Callers may be as follows:



- a. Angry or Hostile Callers – all callers need to be treated with respect and courtesy. Is it important to understand that certain people react with anger and hostility when frustrated, frightened, or upset. Speak quietly and do not react with negativity to the caller's anger and hostility. Your tone and manner will assist in calming the caller. Don't take the angry or hostile caller's attitude personally. Try to understand their point of view and be empathetic. If the caller uses profanity, never use profanity in return
- b. Hysterical Callers – When speaking with a hysterical caller, explain to the caller that you need them to calm down so that you can get the information you need to help them. Suggest that the caller try taking deep, regular breaths. Use repetitive persistence, which is to repeat your questions with the same wording and tone until you get an answer. Be aware that the caller may revert back to being upset and utilizing repetitive persistence will calm the caller.
- c. Intoxicated callers – Be patient and courteous with intoxicated callers and gather as much information as possible. Intoxicated callers may be unreasonable, and it may take longer to gather necessary information.
- d. Individuals In Crisis – Be patient and courteous with individuals in crisis. Determine the exact nature of the problem. Always take a person in crisis very seriously and understand that they may need help. Recognize that there may be an element of truth to what a person in crisis may be reporting.
- e. Very Young Callers – Try to use words appropriate to the age level of the very young callers. If a child doesn't know his/her address, try the following:
  - i. Ask for their name (first and last)
  - ii. Ask for landmarks
  - iii. Ask if they know their ABC's and 123's
  - iv. Can they look at mail and read the address?
  - v. Can they look at the numbers on the front of the house?
  - vi. Ask for their parents, grandparents, and/or teachers name
  - vii. Ask where their parents work
  - viii. Ask what school they attend
  - ix. Ask what their babysitter's name is
  - x. Ask if they know phone numbers for parents or relatives

Children usually have much of the needed information. Be very persistent and imaginative in finding different ways to get the information needed.

- f. Elderly Callers – Be patient with elderly callers. Elderly callers may be one of the best sources of information. If the caller seems to have difficulty hearing you, speak more slowly and enunciate very carefully.

- g. Speech Challenged Callers - Be patient and calm with speech challenged callers. Try to calm the caller, as stress and excitement can sometimes worsen impaired speech. Do not give short responses or rush the caller, this may cause the caller more stress.
- 15. Do not try to solve a complaint yourself. Advise the caller you will have a representative of the agency concerned contact them or direct them to the agencies administrative line to make direct contact.
- 16. Never advise a caller about the law.
- 17. Never advise the callers to "settle it among themselves".
- 18. If a call is in-progress, the caller should be kept on the line until the units have arrived (if it is safe to keep the caller on the line). If the caller is not safe, ask the caller to put the phone down (not hang it up) so that you may continue to monitor the situation. Remember, preserving life is the highest priority. If the call has just occurred, the call should be given a higher priority even if there is no immediate threat, as there is a potential for a suspect to be caught.
- 19. If it is a non-emergency call, for CRCC administrative purposes, ask the caller with whom they wish to speak with and use the phone system to notify the recipient what line is on hold. Speak into the phone and state who the call is for and what line is holding for them and hang up. Be professional and courteous, if the person the call is for is busy or unavailable take a message from the caller or transfer to voicemail.

## F. TELECOMMUNICATIONS GENERAL ORDERS

### A. Purpose:

To establish guidelines for telecommunications specialists in dispatching calls for service, while not every incident or situation is listed, these general orders will provide a framework to assist the telecommunications specialists in discharging everyday responsibilities.

### B. Policy:

Most often the initial contact the public has with the department is through our telecommunications center. It is vital that telecommunications specialists are provided with guidelines to perform their responsibilities efficiently, courteously and with consistency. It is recognized that the telecommunications specialist often does not have time to review departmental policy while taking a call. However, they should be aware that knowledge of departmental policy is an essential element of their



occupation, and where conflict between these general orders and departmental policy occurs, departmental policy should be followed.

## **1. ANIMAL BITE/ATTACK**

When an “animal bite/attack” call is received, appropriate assistance, medical or otherwise, should be dispatched to assist the victim. In addition to assisting with the medical needs of the victim, the animal may need to be located and secured. The identification of snakes and spiders will often help determine the proper medical treatment. The apprehension of possible rabies-baring animals may prevent the victim from undergoing difficult and painful medical treatment; only when safe.

### Essential Information

1. Caller – Identify in accordance with procedures.
2. Name, address, telephone number, and current location of victim(s).
3. Nature and extent of injuries.
4. Determination if medical assistance is required.
5. Determine type of animal:
  - a. Description
  - b. Location and condition of animal
  - c. Is the animal secured?
6. When did the attack/bite occur?
7. Identity of animal owner – name, address, phone number.

## **2. ASSAULT/BATTERY**

An assault is any attempt or threat to touch another person with the intent to harm, and without that person’s consent.

Assault – any willful attempt or threat to inflict injury upon the person of another, when coupled with an apparent present ability to do so, and any intentional display of force that would give the victim reason to fear or expect immediate bodily harm, constitutes an assault. An assault may be committed without actually touching, striking or doing bodily harm to the person of another.



The term “assault” is frequently used to describe illegal force or violence which is technically a “battery.”

Battery – intentional and wrongful physical contact with a person without his connect that entails some injury or offensive touching.

Absent specific information, an “assault/battery” call should be considered a life-threatening situation.

#### ESSENTIAL INFORMATION

1. Caller – Identify per departmental policy.
2. Is medical assistance required?
3. Nature of injuries:
  - a. Is person(s) conscious or unconscious;
  - b. Description of observable injuries.
4. Identify victim(s) - names and relationship to suspect.
5. Suspect's name and/or description.
- 6.. Location of suspect, or direction and method of travel.
7. Is suspect armed?
  - a. Description of weapon.
  - b. Location of weapon.
8. Is assault/battery a result of a domestic dispute?

#### 3. ASSIST OTHER AGENCIES

Departmental policy should provide specific guidelines on agreements for assistance or Memorandums of Understanding (MOU) with other agencies or organizations. A thorough knowledge of this policy and MOU is required of the telecommunications specialist.

The telecommunications specialist who receives a request for assistance from another agency, or organization, should determine the nature of the request and, if appropriate, provide assistance by handling the request at the communications

center, refer the matter to a supervisor or make the proper contacts to satisfy the request.

A determination must be made as to whether the requesting agency or organization has a right to the requested assistance as a result of an agreement, MOU, or a legal right.

#### ESSENTIAL INFORMATION

1. Name of individual making request, requesting agency or organization.
2. Nature of the assistance being requested.
3. Priority of the request – routine or urgent.

#### 4. AUTO THEFT

Calls regarding theft of vehicles are usually made after the fact and are considered routing matters requiring an officer being dispatched to make a stolen vehicle report. Occasionally, a theft in progress call will be received. In these instances, officer's safety is of primary concern.

Additionally, the telecommunications specialist pursuant to departmental policy, may be required to obtain necessary information to allow the stolen vehicle to be entered into NCIC and NMLETS.

#### ESSENTIAL INFORMATION

1. Caller – identify per departmental policy.
2. When did the theft occur?
3. Who is the registered owner of the vehicle?
4. Determine relationship of caller and registered owner.
5. Identity of person(s) who took vehicle, if known.
6. Description of vehicle:
  - a. Color
  - b. Year;

- b. Make and model;
- c. Body style – 2 door/4 door/pick-up/motorcycle, etc.;
- d. Additional information, identifiable defects; and
- e. License plate and Vehicle Identification number (VIN)
- f. State of License

7. If theft is in progress, determine activity and direction of travel.

## **5. BOMB/EXPLOSIVE DEVICE**

Reports of a bomb or bomb threat may be received from two different sources:

- a. An individual reporting a suspicious package, container, or device which they believe could be a bomb or explosive device.
- b. Individual(s)/suspect(s) reporting that they have placed a bomb or explosive device.

Regardless of the type of call regarding a bomb or bomb threat that was received, the telecommunications specialist should make every effort to talk to the person who actually received the threat. If this is not possible, the identity, location and method of contacting this person should be obtained.

When receiving a call from person(s) making a bomb threat, attempt to keep the caller on the line as long as possible. Ask the caller to repeat the message.

Immediately notify a supervisor. The telecommunications specialist should be aware of departmental policy as it relates to bomb and explosive device matters.

### **CALLS ALLEGING A BOMB/EXPLOSIVE DEVICE HAS BEEN PLACED:**

#### **ESSENTIAL INFORMATION:**

- 1. When is the device going to explode?
- 2. Where exactly is the device?
- 3. What does it look like – type of container, color, size?
- 4. What kind of bomb/device is it – type of explosive used?
- 5. What will cause it to explode?



6. Did you place the bomb?
7. Why are you doing this?
8. What is your name?

#### CALL REPORTING CONTAINER OR DEVICE WHICH IS BELIEVED TO BE A BOMB

##### ESSENTIAL INFORMATION

1. Caller – identify per departmental policy.
2. Where is the object or device located?
3. Are there any additional hazards due to the location of the device, I.e. gas lines, power lines, fuel storage, etc.
4. Describe the device: container, size, color, etc.
5. How did the caller learn of suspicious object or device?

## 6.BURGLARY

Burglary is the entering of a building or structure, with the purpose to commit a crime therein. Many people do not make the distinction between a burglary and a robbery. A burglary is frequently, and mistakenly, referred to as a robbery.

Robbery is the taking of money, personal property, or any other article of value, in the possession of another, from his person or immediate presence and against his will, accomplished by means of force of fear.

The primary difference between the two offenses is the immediate threat to human life in the case of a robbery. The dispatcher must confirm that the caller is reporting a burglary.

The dispatcher should be aware that a burglary call can be life threatening if suspect(s) are still within the building or immediate area.

##### ESSENTIAL INFORMATION:

1. Caller – identify per departmental policy.
2. Location of burglary.

3. When did burglary occur?
4. Are suspect(s) in the building?
  - a. Number of suspects.
  - b. Location of suspects.
  - c. Weapons – type and description.
  - d. Description of suspects

## **7. BURGLARY – SILENT ALARM**

Many businesses and homes have silent, or audible, alarm systems. Frequently, these alarms are false. When an officer arrives at the alarm location, there is no way of knowing if the alarm is false, or if a burglar has tripped the alarm and is still present at, or near, the location. If a burglar is still present, the officer may be in danger. The telecommunications specialist can provide valuable assistance by establishing communications with the key holder.

The key holder is the owner, or a representative of the owner, of the residence of business, from which the alarm was activated. The telecommunications specialist should know how to identify and contact this person.

Once contact has been established with the key holder, the following procedure is recommended, pursuant to departmental procedures.

- a. Inform key holder that if alarm is false, the dispatcher must be called from the alarm location and given the password, or officers at the scene must radio in the password.
- b. If the password is given back to you from the location, log the information and return to normal.
- c. Do not be afraid of over-reacting. This is an emergency. If someone inadvertently provided the wrong password, the embarrassment is theirs, not yours.
- d. Assume that you have a crisis situation and that the suspects will hear your radio traffic. You, or a supervisor, must decide how to best utilize the radio system.
- e. Maintain a high level of alert until responding units, or a supervisor, advises the situation is clear.

## **ESSENTIAL INFORMATION**

1. Obtain address.

2. Obtain names of business, or name of resident.
3. Determine identity and contact number for key holder.

## **8. CHILD ABANDONMENT**

A child abandonment, or a child left alone, or unattended, in circumstances which would cause concern for the safety of the child, should be handled promptly.

The telecommunications specialist who receives a report of child abandonment should direct the information to the proper authority for handling children, such as the juvenile officer of the Department of Human Services. If circumstances warrant, an officer should be dispatched to assess the situation.

If it appears to be an abandoned child, missing children reports should be searched.

### **ESSENTIAL INFORMATION**

1. Caller – identify as per departmental policy.
2. Determine identity and age of child.
3. Is there immediate danger to the child?
4. Location of the child.
5. Condition of the child.
6. Identify the parent or guardian.
7. Location of parent or guardian and method of contact.

## **9. CHILD MISCHIEF**

The telecommunications specialist who receives a report of child mischief, i.e., rock throwing, playing in the street, trespassing, and other related activities, should make a determination of safety as it relates to the specific activity in which the children are involved. The concern is specifically how that activity may impact the safety of the children involved as well as other individuals and/or property. This determination will dictate whether the response is routine or urgent.

### **ESSENTIAL INFORMATION**

1. Caller – identify per departmental policy.



2. Type of mischief or activity, considering safety factor.
3. Location of incident.
4. Number, identity and description of participants.

## **10. CUSTOMER DISTURBANCE**

Upon receiving a call of a customer creating a disturbance in a business establishment, an initial determination must be made of the severity of the problem. To further prevent the situation from escalating, it is usually prudent to dispatch an officer as soon as possible, again depending on the circumstances and severity of the problem.

### **ESSENTIAL INFORMATION**

1. Caller – identify as per departmental policy.
2. Location of the disturbance.
3. Nature of disturbance and person involved.
4. Determine if weapons are involved and type.

## **11. DEATH – UNATTENDED**

The telecommunications operator must be aware that the reporting of a death can be traumatic to the reporting party. The reporting individual may be grieving or excited as a result of the situation. The telecommunications specialist must be patient and obtain the necessary information for an appropriate response. Under certain circumstances, death is difficult to recognize with certainty and the telecommunications specialist may be required to make a decision of whether or not to dispatch medical assistance. Departmental policy should be clearly understood and followed in these matters.

### **ESSENTIAL INFORMATION**

1. Caller – identify per departmental policy.
2. Location of the deceased person.
3. Identification of deceased person, if known.

## **12. DISABLED PERSON**

Calls requesting assistance for elderly, disabled or handicapped person requires that the telecommunications specialist determine what specific assistance is required. Departmental policy will take precedence in these situations.

The disabled person may require medical attention. If the caller does not request medical assistance, an officer may be dispatched to assess the situation. Until determined otherwise, the telecommunications specialist should treat the situation as possibly life-threatening.

#### ESSENTIAL INFORMATION:

1. Caller – identify, as per departmental policy.
2. Identity and location of disabled person.
3. What type of assistance is required?
4. Is the situation of an emergent nature?
5. Is medical assistance required?

### 13. DISTURBANCE – DOMESTIC

The domestic disturbance call should be considered life-threatening. There is a very high risk for the responding officers and those already at the scene. There is no way to predict the circumstances, development, or ultimate outcome of a domestic disturbance call. A telecommunications specialist must never make assumptions, regardless of familiarity with a particular situation. The domestic disturbance call should never be minimized because of frequency.

The telecommunications specialist sets the stage for what will happen when the officers arrive at the scene by preparing the caller, or victim, for the arrival of the officers, and providing the responding officers with all essential information.

If the caller is calm, and the situation is under control, this can be done in a very orderly and thorough manner. However, if the caller is hurt and/or scared, the process becomes more difficult; either way, the task is the responsibility of the telecommunications specialist. If the caller is in danger and cannot flee, attempt to keep him on the line until officers arrive.

The telecommunications specialist may have to weigh the safety of the caller against gathering of essential information. If the caller is unable to stay on the line, the telecommunications operator should try to gather the essential information that would allow an appropriate law enforcement response.

Is there a complaint history at this location? Telecommunications specialists may be familiar with certain chronic domestic problems. The knowledge of previous problems is important to the officers; however, a telecommunications specialist must not make assumptions about the present complaint, based on previous circumstances.

Never cancel a law enforcement response based on a follow-up call from persons associated with the complaint. Advise the responding officers of any attempts to cancel the response.

#### ESSENTIAL INFORMATION

1. Caller – identify, as per departmental policy.
2. Where is the disturbance occurring?
3. Nature of disturbance.
4. Are there injuries that require medical assistance?
5. Names and relationships of person involved in disturbance,
6. Is the suspect present? Identify suspect, name, clothing, etc.
7. Describe any weapons involved, and who has the weapon.
8. Are children present – identify and describe.
9. Is anyone drinking or using drugs?
10. If intoxicated or dangerous person has departed premises, determine method and direction of travel.
11. Question the caller as to intentions, i.e., harm to others, attempting to threatening suicide, etc. Be alert to background noise which may indicate activity occurring.
12. Determine if a protective or restraining order exists.

#### 14. DISTURBANCE – PUBLIC

A public disturbance covers a broad range of activities. Essentially, someone is doing something that is bothering someone else. No matter how harmless, a public disturbance is initially, it can escalate if it is not handled properly.

Dealing with a public disturbance can be problematic for the telecommunications specialist as well as the officers because of the actions that are causing the public



disturbance may not be illegal. We have a great deal of freedom in this country; however, there is a fine line where individual freedom can become an unacceptable disturbance to the freedom of others. This fine line is not always easy to define and remains a problem for telecommunications specialists and officers. The first sign that a person has crossed over that line may be when the telecommunications specialist gets a public disturbance call.

#### ESSENTIAL INFORMATION

1. Caller – identify, as per departmental policy.
2. Location of disturbance.
3. Nature of disturbance.
4. Identity of persons involved in disturbance.
5. Are any weapons involved – if so, description of weapons, and description of individuals with weapons.

#### 15. ERRATIC DRIVER

The report of a erratic driver should be handled quickly because of the immediate threat to public safety. This is a life-threatening situation that will be over within a few minutes of the call because:

- The erratic driver has disappeared and presumably made it to his destination.
- The erratic driver has been involved in a traffic accident; or
- The erratic driver has been taken into custody by an officer.

It is important that the telecommunications specialist realizes the potential public danger in these matters and take decisive action. Get the best location possible and the direction of travel. Try to determine why this driver is believed to be drunk and how many people are in the vehicle. Erratic drivers are commonly handled by one officer, but the risk for the officer increased when more people are in the vehicle. If there is more than one person in the suspect vehicle, consider dispatching backup. The responding officer can help you make this determination. If the responding officer declines backup, it may be advisable to notify other available officers of the situation. If contact with the officer is lost after the stop is made, dispatch backup immediately.

#### ESSENTIAL INFORMATION:

1. Caller – identify, as per departmental policy.
2. Description of vehicle, including license plate, if possible.
3. Direction of travel.

4. What, specifically did the caller witness.
5. Number of occupants in the vehicle.

## **16. EMERGENCY MESSAGE**

The delivery of an emergency message is a service commonly provided by law enforcement agencies. While there may not be a clear definition of what constitutes an emergency message, the telecommunications specialist should refer to departmental policy, and, if permitted, the availability of an officer to deliver such a message.

In the event a call is received requesting an emergency message delivery, dispatch will obtain the reason for the request, i.e., party to whom message is being delivered has no phone/phone out of order/unlisted, etc., name and full address of party to whom message is being delivered, basic nature of the message, i.e., death or serious illness of family member, etc., name, relationship and phone number of calling party. The calling party will be advised that the appropriate agency will be advised and an attempt to contact will be made and they will be instructed to contact the caller.

### **ESSENTIAL INFORMATION:**

1. Caller – identify, as per departmental policy.
2. Reason for request – nature of emergency.
3. Content of message to be delivered.
4. Location and identification of person to be contacted.

## **17. FIGHT**

The dispatcher who takes a report of a fight can provide the responding officer(s) with information to help prepare for arrival at the scene of the fight. The telecommunications specialist can also provide expedient medical assistance for any injuries.

### **ESSENTIAL INFORMATION:**

1. Caller – identify as per departmental policy.
2. Location of fight.
3. Are there any injuries?
4. Is medical assistance required?
5. Persons involved, i.e., names, descriptions, location, etc.,

6. Are weapons involved or available – person(s) with weapons, location and description.
7. Are alcohol or drugs involved?

## **18. FIRE**

The report of a fire involves coordination between law enforcement and the fire department. The method of contacting and dispatching firefighting resources will be determined by departmental policy.

### **ESSENTIAL INFORMATION:**

1. Caller – identify, as per departmental policy.
2. Location of the fire.
3. Type of fire.
  - a. Structure (residential or commercial)
  - b. Grass or woodland.
  - c. Fuel or chemical.
  - d. Vehicle.
  - e. Industrial.
  - f. Other.
4. Determine if persons are trapped in fire.
5. Determine nature and extent of injuries.
6. Extent of fire, or size of area burning.

## **19. FIREWORKS**

Setting off fireworks is a violation in many jurisdictions and has the potential to cause serious injuries and property damage.

### **ESSENTIAL INFORMATION:**

1. Caller – identify, as per departmental policy.



2. Location of incident.
3. Number and identify individuals involved.
4. Is caller sure the noise is fireworks and not gunshots or explosives?
5. Can caller identify type of fireworks?

## **20. FORGERY**

The false making or the material altering of a document with the intent to defraud. Making of an instrument which purports on face of it to be good and valid for purposes for which it was created, with a design to defraud any person or persons.

Forgery complaints are usually made after the actual event. If the dispatcher does receive a forgery call, direct that person to the proper law enforcement authority or send an officer to investigate, depending on the circumstances and departmental policy.

### **ESSENTIAL INFORMATION:**

1. Caller – identify, as per departmental policy.
2. Is the suspect at the scene?
3. When and where did the incident occur?
4. What is the forged instrument, i.e., check, money, etc.
5. What is the amount of loss?

## **21. GAS ODOR**

A call reporting an odor of gas should be considered life threatening. The caller should be made aware of this and told to take appropriate action for his safety and the safety of the public.

### **ESSENTIAL INFORMATION:**

1. Caller – identify, as per departmental policy
2. Location of incident.
3. Can the odor be identified?

4. Has anyone been overcome by fumes?
5. Is medical assistance needed?
6. Are other potential hazards present?
  - a. Open flames?
  - b. Flammable materials?
  - c. Chemicals?

## **22. GAS SKIP**

A “gas skip” is when someone fuels his vehicles and leaves the service station without making a payment. The “gas skip” call will require a quick response. While this action could be an honest citizen making an honest mistake, it could also be a criminal act.

### **ESSENTIAL INFORMATION**

1. Caller – identify, as per departmental policy.
2. Location of gas/service station.
3. When did “gas skip” occur?
4. What is the amount of loss?
5. Vehicle description:
  - a. Color
  - b. Year;
  - c. Make and model;
  - d. Body style – 2 door/4 door/pick-up/motorcycle, etc.;
  - e. Additional information, identifiable defects; and
  - f. License plate and Vehicle Identification number (VIN)
  - g. State of License

6. Direction of travel
7. Description of occupants.

### **23. HANG-UP/OPEN LINE CALLS**

The telecommunications specialist who receives a 911 or other emergency call where the caller hangs up or leaves the line open before essential information can be gathered, should take immediate action to identify the source of the call and reestablish communications. As procedures may vary between jurisdictions, refer to departmental policy for guidance.

#### **ESSENTIAL INFORMATION**

1. Attempt to determine origin of call.
  - a. Attempt to call back, if number is determined.
  - b. If contact is reestablished – determine if assistance is needed and take appropriate action.

### **24. HIT AND RUN**

Hit and run accident is a collision generally between a motor vehicle and a pedestrian or with another vehicle in which the operator of the vehicle leaves the scene without identifying himself and without giving certain other information to other motorists and police as usually required by statute.

It is important to notify patrol units as soon as possible following a hit and run so that responding units as well as other patrol units can look for the suspect vehicle.

#### **ESSENTIAL INFORMATION**

1. Caller – identify, as per departmental policy.
2. Location of accident.
3. Determine injuries and need for medical assistance.
4. Description of suspect vehicle and nature of damage.
5. Direction of travel.
6. Description of driver and occupants.



## **25. INDECENT EXPOSURE**

Exposure to sight of the private parts of a male or a female in a lewd or indecent manner in a public place. Term refers to exhibition of those private parts which instinctive modesty, human decency or self-respect require they be kept covered in the presence of others. Exposure of person becomes indecent when it occurs at such time and place where reasonable person knows or should know his act will be open to observation of others.

### **ESSENTIAL INFORMATION**

1. Caller – identify, as per departmental policy.
2. Location of incident.
3. Is suspect present or in the area?
4. When did incident occur?
5. Description of suspect.
6. Describe suspect's actions or activity.

## **26. KIDNAPING**

When a person unlawfully removes another from his place of residence or business, or a substantial distance from the vicinity where he is found, or if he unlawfully confines another for a substantial period in a place of isolation, with any of the following purposes:

- To hold for ransom or reward, or as a shield or hostage; or
- To facilitate commission of any felony or flight thereafter; or
- To inflict bodily injury on or to terrorize the victim or another; or
- To interfere with the performance of any governmental or political function.

Often it is difficult to determine if a KIDNAPING has occurred. It is helpful if a witness actually observed what appeared to be a KIDNAPING. If a person is missing and there is no apparent explanation, an investigation will need to be conducted to determine if a KIDNAPING actually took place.

### **ESSENTIAL INFORMATION**

1. Caller – identify, as per departmental policy.
2. Identify and description of the victim.

3. Identity and description of the suspect(s).
4. Are victim and suspect(s) related?
5. When did incident occur?
6. Where did incident occur?
7. What did caller observe?
8. Did caller observe weapons or hear threats?
9. Was a vehicle involved? Obtain a description and direction of travel.

## **27. LOCK OUT**

The telecommunications specialist who receives a report that someone needs assistance because he is locked out of their vehicle, home or business should be aware of departmental policy on this matter. Some departments choose not to provide this service because of incidental damage that can occur during the process of gaining entry. There are commercial businesses that provide such services.

In these matters, the telecommunications specialist should be alerting to extenuating circumstances such as children or pets who may be locked in a vehicle. If the situation poses a danger, action is advisable.

### **ESSENTIAL INFORMATION**

1. Caller – identify, as per departmental policy.
2. Location of lock out.
3. Is lock out a vehicle, house or business?
4. Determine extenuating circumstances, such as presence of children or pets.

## **28. LOST CHILD**

The report of a lost child can mean that a child has simply wandered away and cannot be found, or it can be much more ominous. The telecommunications specialist can assume that the term, “child,” refers to a young person still in the care of a parent or guardian. The only way to verify the safety of the missing young person is to find him.

### **ESSENTIAL INFORMATION**

1. Caller – identify, as per departmental policy.

2. Identity of missing child.
3. Description of missing child:
  - a. Race;
  - b. Sex;
  - c. Hair;
  - d. Eyes;
  - e. Weight/build;
  - f. Clothing;
  - g. Scars/marks; and
  - h. Medical condition or medications.
4. How long has the child been missing?
5. Are there any witnesses?
6. Were there any strange vehicles or persons in the area?
7. Was anything unusual heard?
8. Has anyone checked with neighbors and friends?
9. When and where was the child last seen?

## **29. LOUD MUSIC/PARTY**

A call reporting loud music or a party which is disturbing the neighbors is usually a routine matter, however, the telecommunications specialist should attempt to gather all information, so officers can properly and safely respond.

### **ESSENTIAL INFORMATION:**

1. Caller – identify, as per departmental policy
2. Location of incident.
3. Is there fighting or other disturbance associated with this incident.



4. Is the location public or private?

### **30. MEDICAL EMERGENCY**

A call reporting a medical emergency which requires immediate attention dictates that medical assistance be immediately dispatched.

#### **ESSENTIAL INFORMATION**

1. Caller – identify per departmental policy
2. Identity of person with medical problem.
3. Nature of medical problem:
  - a. Is the person conscious?
  - b. Is the person breathing?
  - c. Age and sex of victim.
4. Where is the victim located?

### **31. NEIGHBOR TROUBLE**

Trouble with a neighbor may include conflicts over boundary lines, style of living or right-of-way. Conflicts between neighbors can escalate into a life-threatening situation.

#### **ESSENTIAL INFORMATION:**

1. Caller – identify as per department policy.
2. Name and address of all neighbors involved.
3. Are there any weapons involved?
4. Is the argument (or fight) in progress?
5. Are there any injuries?
6. What is the cause of the dispute?

### **32. OFFICER EMERGENCY**

The threat of an emergency situation is the normal condition for telecommunications specialist and law enforcement officers. It is essential in an officer emergency that the officer's location be determined and, if necessary, the last known assignment or location of the officer.

#### ESSENTIAL INFORMATION:

1. Caller – Identify, as per departmental policy.
2. Where is the incident occurring?
3. What is happening?
  - a. How many persons involved?
  - b. Are weapons being used, if so, describe.
4. Is the officer injured?
5. Is medical assistance needed?
6. If no response from the officer, determine last known assignment and location.

### 33. OFFICER IN PURSUIT

Upon notification that a pursuit is in progress, communications personnel should immediately advise a supervisor of essential information regarding the pursuit.

The following procedures should be followed by the dispatcher during the pursuit:

- Receive and record all incoming information on the pursuit and the pursued vehicle;
- Control all radio communications and clear the radio network of all non-emergency calls;
- Obtain criminal record of any suspects and conduct vehicle check;
- Coordinate and dispatch backup assistance; and
- Notify neighboring jurisdictions, where practical, when pursuit may extend into their jurisdiction.

#### ESSENTIAL INFORMATION

1. Location and direction of travel.
2. Description of suspect vehicle.
3. Description of any suspects.

### **34. OFFICER NEEDS ASSISTANCE**

An "officer needs assistance" call may be less urgent than the "officer emergency" call. The urgency with which the officer needs the assistance will vary from one call to the next. The telecommunications specialist can help the officer maintain control of the situation by determining the type of assistance the officer needs, providing that assistance and monitoring the situation.

In addition, the dispatcher should follow these procedures:

- Receive and record all incoming information;
- Control radio communications and clear net, if necessary; and
- Coordinate and dispatch assistance, as necessary

### **ESSENTIAL INFORMATION**

1. Where is assistance needed?
2. What is the nature of the incident?
3. What type of assistance is needed?
4. Obtain all essential information:
  - a. Suspect description;
  - b. Are weapons involved; and
  - c. Vehicles.

### **35. OPEN DOOR/WINDOW**

A report of an open door or window in a business establishment or residence which appears to be unattended will require immediate action. A quick response to these situations may prevent a theft or assist in the apprehension of suspects.



## ESSENTIAL INFORMATION

1. Caller – identify as per departmental policy
2. Determine location (address) of open door or window.
3. Exact location in building of open door or window.
4. When did reporting individual make the observation?
5. What is the relationship of the reporting individual to the building?
6. Did reporting individual witness any activity, if so, obtain witness observations.

### 36. OVERDOSE

As the specific substance ingested may not be known, a rapid response is required in order to protect or save the life of the victim.

#### ESSENTIAL INFORMATION:

1. Caller – Identify, as per departmental policy
2. Identity of victim.
3. Is victim conscious?
4. What was ingested:
  - a. Name of medication, drug or product (exact spelling).
  - b. Quantity ingested or inhaled;
  - c. Age and weight of victim;
  - d. Patient symptoms; and
  - e. How long since substance ingested or inhaled.
5. Address where victim is located.
6. Specific location of victim at the address?

### 37. PARKING PROBLEM

An illegally parked vehicle may pose a traffic hazard and can prevent emergency vehicles from properly responding to an emergency.

#### ESSENTIAL INFORMATION

1. Caller – identify, as per departmental policy.
2. Location of all illegally parked vehicles.
3. Vehicle description and license plate number.

### **38. PERSON WITH A WEAPON**

A report that a person was seen carrying a weapon should be handled as a priority matter.

#### ESSENTIAL INFORMATION

1. Caller – Identify, as per departmental policy
2. Identity or description of suspect with weapon, if known.
3. Type of weapon?
4. Location of incident.
5. When did incident occur?
6. What is suspect doing with the weapon?
7. How or where was the weapon being carried?

### **39. PROWLER**

The prowler call should alert the dispatcher to many possibilities. The prowler could be a person harmlessly taking a walk or one bent on criminal activity. The term “prowler” will be sufficient for trained law enforcement officers to know what they are up against.

#### ESSENTIAL INFORMATION

1. Caller – identify, as per departmental policy.
2. Description of the prowler.
3. Where was the prowler observed?

4. When was the prowler observed?
5. Was a vehicle observed? If so:
  - a. Description of vehicle.
  - b. Description of occupants.
6. If prowler was near a house or business, is someone home or is the business open?

#### **40. INTOXICATED SUBJECT**

The telecommunications specialist who receives a public intoxicated subject call can provide the officer(s) with enough information to respond to the call and get the situation under control without allowing it to escalate. The phrase "Intoxicated Subject" is a general term that describes many different situations that the officer(s) could encounter.

##### **ESSENTIAL INFORMATION:**

1. Caller – Identify, as per departmental policy.
2. Location of intoxicated subject.
3. Identity of public drunk, if known.
4. What did the caller observe?
5. Is the intoxicated subject violent?
6. Are there any weapons involved or available?
7. Is the intoxicated subject conscious?

#### **41. RAPE**

Unlawful sexual intercourse with a person without his/her consent. The unlawful carnal knowledge of a woman by a man forcibly and against her will. The act of sexual intercourse committed by a subject with another, not their spouse, and without their consent, committed when the victim's resistance is overcome by force or fear, or under other prohibitive conditions.

A rape victim may call in from the scene of the crime, a hospital, or other location. A victim may call in while the assault is still in progress; however, the report may not be called in until long after the incident has occurred. Usually, if the report is delayed, it will



not come to the dispatcher. If the rape, or attempted rape, is in progress, this is a life-threatening situation.

If an assault is in progress, the most important information you can obtain is the location. Depending upon the circumstances, you may not be able to get much more information.

#### ESSENTIAL INFORMATION

1. Caller – Identify, as per departmental policy.
2. Identity of victim (name, age, gender).
3. Is the victim injured?
4. Location of victim.
5. When did the rape occur?
6. Identity or description of the suspect.
7. Is the suspect known to the victim?
8. Is the suspect still in the area?
9. Were any weapons involved? If so, describe.

#### 42. RECEIVE INFORMATION

The telecommunications specialist who receives a report from an individual who does not have a request requiring police service but wishes to provide information on a situation which may have occurred, is occurring, or will occur, should connect the caller with an appropriate officer or supervisor. If the telecommunications specialist takes this information, the report should be thorough.

#### ESSENTIAL INFORMATION:

1. Caller – Identify, as per departmental policy.
2. Determine if the information the caller wishes to relay is regarding:
  - a. Situation currently occurring.
  - b. Recently reported incident.
  - c. Previously reported incident.

- d. Situation that will occur in the future.

#### **43. RECKLESS DRIVER**

The telecommunications specialist who receives a report of a reckless driver can provide the responding officer(s) with the information to search for and identify a vehicle that may be creating a significant hazard to other drivers, pedestrians, and property.

##### **ESSENTIAL INFORMATION**

1. Caller – Identify, as per departmental policy
2. Nature of complaint: reckless driving, speeding, etc.
3. Location of incident.
4. When did incident occur?
5. Direction of travel.
6. Description of vehicle.
7. Description of occupant(s).

#### **44. RETRIEVE PROPERTY**

The telecommunications specialist who receives a request for police assistance in recovering or retrieving property should direct the call to the appropriate officer, or supervisor, to consider. Information obtained in this type of matter should include whether the caller has a court order of other judgement for the property in question, or whether the caller has legal right to the property in question.

##### **ESSENTIAL INFORMATION:**

1. Caller – Identify, as per departmental policy.
2. Why does the caller require assistance to obtain the property?
  - a. Court order
  - b. Dispute.
  - c. Eviction.
  - d. Other.

3. Does the caller have a legal right to the property?

#### **45. ROAD HAZARD**

Road hazards are primarily a problem for the New Mexico Department Of Transportation, count road crew or city street department; however, many such calls will be received by the telecommunications specialist. During inclement weather, people will call the dispatcher to obtain information about road conditions. The communications center becomes a clearing house for road condition reports. Road hazards may include potholes, rut, debris or icing conditions.

The telecommunications specialist should log all reports of road hazards and report them to appropriate department for handling. If the hazard is creating an immediate and dangerous situation, and the responding agency cannot be quickly dispatched, a unit should be dispatched to direct traffic.

##### **ESSENTIAL INFORMATION:**

1. Caller – Identify, as per departmental policy.
2. Determine the nature of the road hazard.
3. Where is the hazard located?
4. If appropriate, when did the hazard occur?

#### **46. ROBBERY (REPORTED)**

Felonious taking of money, personal property, or any other article of value, in the possession of another, from his person or immediate presence, and against his will, accomplished by means of force or fear.

Generally, robberies are grouped in four categories:

1. Business.
2. Residential.
3. Vehicular.
4. Roadside or open area.

If the robbery is still in progress, the telecommunications specialist can provide the responding officers with information they will need on arrival at the scene. If the robbery is no longer in progress, the telecommunications specialist can provide the officers with information to assist in identifying the suspects. Robbery, by its nature, is a life-



threatening situation. All unnecessary radio traffic should be prohibited until the situation is under control. If the suspects are not immediately apprehended, it may be necessary to notify other agencies in the area.

If the robbery has already occurred, the telecommunications specialist may be talking to the victim. If there are injured persons, medical assistance should be dispatched. Descriptions of the suspect(s) and direction of travel should be obtained and relayed to the dispatched officers.

If a robbery is believed to be in progress, determine why the reporting individual believes that a robbery is occurring.

#### ESSENTIAL INFORMATION

1. Caller – Identify, as per departmental policy
2. Location of robbery.
3. When did robbery occur?
4. Number of suspects and descriptions.
5. Were any weapons involved? If so, obtain description.

#### 47. ROBBERY – SILENT ALARM

Felonious taking of money, personal property, or any other article of value, in the possession of another, from his person or immediate presence, and against his will, accomplished by means of force or fear.

Many businesses use silent alarms to notify law enforcement of a robbery. When these alarms are activated, it can indicate a robbery is occurring at that moment or, as frequently is the case, it is a false alarm. This may create problems for the responding officers. The officers have no way of knowing if the alarm is false or if an actual robbery is taking place. The telecommunications operator can help the officers make this determination.

After identifying the source of the alarm and dispatching officers, the following procedures are recommended, pursuant to departmental policy.

1. Establish telephone communications with the alarm location.
2. If you are advised that it is a false alarm, do the following:
  - a. Direct the employee to meet officers outside the establishment.

- b. Advise employee to carry a white handkerchief or similar item.
3. Obtain a description of the employee's clothing.
4. Provide a description of employee to officers at the scene.
5. If employee does not comply with your requests, assume a robbery is in progress and notify officers.
6. DO NOT cancel the alarm until you are notified to do so by responding officers or a supervisor.
7. If, at any time, you are notified by any means other than those described above that the alarm is false. DO NOT cancel the response. Notify officers of the information and continue responding officers to the alarm.

#### **48. SEXUAL MOLESTER**

Illegal sex acts performed against a minor by a parent, guardian, relative, or acquaintance.

The telecommunications specialist receiving a report that an individual (usually a child) has been sexually molested, fondled, or forced to do the same to another person, should handle as a priority matter.

##### **ESSENTIAL INFORMATION**

1. Caller – Identify, as per departmental policy.
2. Identity of victim (name, age, gender).
3. Is the victim injured, or medical assistance required?
4. Identity and description of suspect.
5. Is suspect known to victim?
6. Location of suspect.
7. When did incident occur?

#### **49. SHOOTING**

There are various ways that a shooting might be reported. A caller may have heard shots, witnessed a shooting, had shots fired at him; or they shot at someone else. This is a life-threatening call and should be handled with a great deal of caution. The telecommunications specialist can help to define exactly what has occurred.

The telecommunications specialist may be able to provide responding officers with information as to what to expect upon arrival at the scene; provide information on suspects at, or who have left the scene; and keep them informed about critical developments. The telecommunications specialist may not be able to tell officers, with any certainty, if they are driving into a shooting situation. In the process of obtaining the following essential information, the telecommunications specialist should attempt to provide responding officers with all available and necessary information, to include:

1. Where the shooting took place.
2. When the shooting occurred.
3. If the shooting is still in progress.
4. Nature of the injuries.
5. If there are injuries, ensure responding medical personnel are advised of the status of the shooting situation.
6. If the injuries are not self-inflicted, whether the assailant(s) are at the scene.
7. Whether any suspects left the scene and, if so, their description, including vehicle and direction of travel.
8. Type of firearm(s) used; and description of weapon(s).

If the reporting individual is at the location of the shooting, attempt to maintain telephone contact until officers arrive. If you determine that officers are in a potential shooting situation, stop all unnecessary radio traffic.

#### ESSENTIAL INFORMATION

1. Caller – Identify, as per departmental policy.
2. Location of shooting.
3. When did the shooting occur?
4. Identity of victim(s).
5. Are there injuries? Nature and extent of injuries and whether self-inflicted.



6. If not self-inflicted, present location of assailant(s).
7. Identity and description of assailant(s).
8. Type of firearm used:
  - a. Handgun.
  - b. Rifle.
9. If assailant(s) armed, location and type of weapon(s).

## **50. SHOPLIFTER**

Willfully taking possession of merchandise offered for sale in mercantile establishment, with intention of converting merchandise to taker's own use without paying purchase price thereof.

A report that a shoplifter has been caught requires the telecommunications specialist to get the name of the caller, name of the business, name of the shoplifter, and then relay the information to the appropriated officer.

### **ESSENTIAL INFORMATION:**

1. Caller – Identify, as per departmental policy.
2. Location of the incident.
3. Is the shoplifter being detained?
4. Is the shoplifter causing any problems?
5. Identity of shoplifter, to include adult or juvenile.

## **51. SUICIDE THREAT**

Suicide – self-destruction; the deliberate termination of one's own life.

When a suicide threat is received, the telecommunications specialist can provide the responding officer(s) with vital information that can protect the safety of the officer(s) and save the life of the person threatening suicide. Obviously, this is a life-threatening situation, but the threat goes beyond just the suicide subject. A suicidal person is unpredictable and can quickly bring harm to others.

In handling a suicide call, the following procedure should be followed, pursuant to departmental policy:

1. Receive and record all incoming information.
2. Control all radio communications and, if necessary, clear the radio channels of all non-emergency calls.
3. Coordinate and dispatch back-up assistance, as required.

#### ESSENTIAL INFORMATION

1. Caller – Identify, as per departmental policy.
2. Location of incident.
3. Identity and/or description of subject.
4. Nature of threat, i.e., shoot, cut, jump, overdose, etc.
5. Weapon(s) involved.
6. If from a bridge or cliff, determine precise location.
7. If from a building: which floor, which side of building, apartment or room number.

## 52. SUSPICIOUS PERSON

When a report concerning a person, who appears out of place or whose actions are suspicious is received, the telecommunications specialist shall relay the information to an officer, who will make the determination of whether the subject needs to be contacted.

The difference between a suspicious person and prowler is that a prowler appears to be “up to something” while a suspicious person may be merely loitering in an area for an extended period of time.

#### ESSENTIAL INFORMATION:

1. Caller – Identify, as per departmental policy.
2. Location of incident.
3. How long has the person been there?
4. What is the person doing that is suspicious?

5. Description of individual.

### 53. THEFT

A popular name for larceny. The act of stealing. Taking of property without the owner's consent. The fraudulent taking of personal property belonging to another, from his possession or from the possession of some person holding the same for him, without his consent, with intent to deprive the owner of the value of the same, and to appropriate it to the use or benefit of the person taking.

If force was used or threatened, matter will be handled as a robbery.

#### ESSENTIAL INFORMATION:

1. Caller – Identify, as per departmental policy.
2. Location of theft.
3. When did the theft occur?
4. Property taken and approximate value.
5. Identity and location of possible suspect(s).

### 54. THREATS

Threat – a communicated intent to inflict physical or other harm on any person or on property. A declaration of an intention to injure another of his property by some unlawful act.

The telecommunications specialist who receives a call that someone has threatened harm to another person, where the threatening party is no longer on the scene, should transfer that call to the appropriate officer or have an officer contact the caller.

#### ESSENTIAL INFORMATION:

1. Caller – Identify, as per departmental policy.
2. Identify suspect (threatening party) and victim (threatened party).
3. When was the threat made?
4. What is the nature of the threat.



5. How was the threat made?
6. Is this a domestic situation?
7. Does the threatening party own weapons?
8. Does the threatening party have a history of violence?
9. Where is the threatening party?

## **55. TRAFFIC ACCIDENTS**

Traffic accidents are divided into four categories:

1. Fender bender (minor property damage).
2. Property damage.
3. Personal injury.
4. Fatality.

A traffic accident can be further complicated if the road becomes blocked. This can disrupt the flow of traffic and increase the possibility of another accident; therefore, the telecommunications specialist must react quickly to reduce the possibility of this occurring.

In handling an accident call, the telecommunications specialist must consider the following:

Location – try to determine the exact location of the accident. In rural areas and on highways, this may be difficult. Usually you can obtain sufficient information to direct the officer(s) to the general area of the accident. Obtain a call back number from the reporting individual. If the officer(s) cannot find the accident, it may be necessary for the telecommunications specialist to obtain additional information.

Injuries – the reporting individual may not know if there are injuries. If you do not receive a request for medical assistance, wait for the officer(s) to arrive at the scene.

Roadway Blocked – determine if the roadway is partially or totally blocked. If there is any blockage, consideration must be given to dispatching additional officers to assist in traffic control. If an accident is blocking the roadway in a blind curve or over a hill, you may need to act quickly in dispatching additional officers.

Other Hazards – determine if there is gasoline or chemical leakage or if electrical lines are down. Each of these items requires special consideration from the

responding officer(s) and a follow-up call to appropriate responsible agencies.  
Refer to departmental policy for follow-up calls.

The telecommunications operator must be prepared for any follow-up requests from on-scene officer(s).

**ESSENTIAL INFORMATION:**

1. Caller – Identify, as per departmental policy.
2. Location of accident.
3. Nature of accident:
  - a. Number of injured persons and extent of injuries.
  - b. Number of vehicles involved.
  - c. Property damage.
4. Is the road blocked?
5. Are there any special hazards?
  - a. Gasoline leakage?
  - b. Chemical leakage?
  - c. Electrical lines down?

**56. TRAFFIC CONTROL**

The telecommunications specialist who receives a call that traffic control is required for either vehicle or pedestrian traffic should determine the nature of the traffic problem and thereafter dispatch officer(s) as necessary.

**ESSENTIAL INFORMATION:**

1. Caller – Identify, as per departmental policy.
2. Determine nature of the traffic problem.

**57. TRAFFIC STOP**

One of the fundamental responsibilities of the telecommunications specialist is to provide with pertinent information during a traffic stop. Every traffic stop should be considered life threatening. The term "routine traffic stop" is a very dangerous misnomer. The telecommunications specialist must gather the essential information that defines the stop because if anything goes wrong, this is all you will have to work with.

The telecommunications specialist must log the following information as it is received:

1. The unit making the stop.
2. Where the stop is being made.
3. Why the stop is being made.
4. The license plate number and description of the vehicle being stopped.
5. Any other information provided by the officer.

If the officer has not reported back in a reasonable amount of time (approximately three (3) minutes, but usually determined by departmental policy), send a back-up unit to determine if there is a problem.

#### ESSENTIAL INFORMATION

1. Unit making stop.
2. Where the stop is being made.
3. Why the stop is being made.
4. License plate number and description of vehicle.
5. Number of occupants in vehicle.

### **58. VANDALISM**

Such willful or malicious acts as are intended to damage or destroy property.

#### ESSENTIAL INFORMATION:

1. Caller – Identify, as per departmental policy.
2. Location of vandalism.
3. When did the incident occur?



- 4: Determine nature of vandalism and type of property that was vandalized.

## **59. WELFARE CHECK**

The telecommunications specialist may receive a request by friends or relatives to check on elderly, sick, dependent or distraught persons, or perhaps someone who has been seen recently. This can often be a sign that something is wrong. The telecommunications specialist can gather the necessary information and send an officer to check on the welfare of the person for whom there is concern.

### **ESSENTIAL INFORMATION**

1. Caller – Identify, as per departmental policy
2. If the telecommunications specialist telephonically contacts the person for whom there is concern, determine if there is anyone else present. Elicit a yes or no answer, considering the possibility that the person is being held against his will and unable to respond.
3. If a proper response is not obtained, dispatch back-up

This general order is to be used in conjunction with department policies and procedures, rules and regulations, general orders, directives and the Cibola County Regional Communications Policies and Procedures.

**SECTION 4**

**GENERAL POLICY**

## **1. MANDATORY TRAINING**

The training information is performed and/or coordinated by the Training Coordinator.

- A. All mandatory meetings or training shall be approved by the Director.
  - 1. Personnel failing to attend will be subject to disciplinary action, up to and including dismissal, depending upon the importance of the meeting or training unless the absence was due to an emergency situation of prior approval.
  - 2. Any out of state training requests must be approved by the County Commission.

- B. Every Communications Specialist will be certified within one year of hire by the New Mexico Law Enforcement Academy, and certified in the operation of NCIC/NMCIC/NMLETs/NLETs within six (6) months of employment.

The Communications Supervisor may recommend personnel to In-service training sessions either locally or outside the city with the Director's approval.

Employees wanting training must submit a letter to the Director/Supervisor stating how the training requested will improve their skills and how it will benefit CRCC. Upon returning from training, the employee may be asked to perform in-house training to of other employees as to what they learned.

Such training shall be a condition of employment.

Personnel assigned to In-service training sessions shall:

- 1. Be prompt at the scheduled time and location. (Tardiness will not be accepted)
- 2. Not be permitted to leave during the in-service session unless prior arrangements have been approved by management and adequate notice given.
- 3. Comply with departmental rules and regulations regarding dress and appearance.
- 4. Be courteous with instructors as well as fellow employees.

## **2. RECORDING SYSTEM**

- A. CRCC is equipped with a thirty two (32) channel recorder which records all conversations occurring on the radio consoles, all incoming 911 lines, and all emergency and non-emergency lines.



B. Recordings are kept on file for three (3) years.

### **3. OTHER EMPLOYEMENT**

A. Employees may engage in off-duty employment, subject to the following limitations:

1. Shall not interfere with duties and responsibilities of CRCC.
2. Approval may be denied or reversed if it appears the outside employment might or has caused:
  - a. Employee to be unavailable when on call or for emergencies.
  - b. Physically or mentally exhausts the employee to the point where performance is affected.
3. Before undertaking supplemental employment an appropriate agreement form must be signed and approved in addition to the following considerations:
  - a. Group insurance carries ordinarily exclude medical expenses arising from injuries or sickness occurring in the course of any other employment or self-employment. Employees are advised to verify that your health insurance coverage is sufficient to cover yourself for injuries or illness you may sustain while in the course of supplemental employment. Accidental death or life insurance benefits offered by group health plans may similarly be affected. Consult with the Cibola County Personnel Office for further details.
  - b. Under the state of New Mexico's workmen's compensation program, employees are covered only when an accidental injury is sustained arising out of and in the course of your employment with CRCC and any occurring disability is a natural and direct result of the accident. The accident of sickness is not covered if it is sustained in the course of an occupation other than CRCC.
  - c. The same would apply to duty-related retirement benefits, if you become totally disable when engaged in a non-CRCC occupation.

### **4. SPECIAL ORDERS AND MEMORANDA**

A. The communications unit shall maintain a file of special orders and memoranda that are received through the chain of command. Those orders which permanently affect the operation of CRCC shall be incorporated into this manual.

B. Communications unit notices

All notices issued by the communications unit shall be sequentially filed by date and by year of issuance. A copy of the notice shall be placed in a file of special orders and memoranda.

Any notice permanently affecting the operations of CRCC shall be incorporated into this manual. Notices shall be routinely purged when they become outdated, invalid or are incorporated into the manual.

C. Mandatory reading file

A mandatory reading file shall be implemented and is the responsibility of Communications Supervisors and Communications Specialists to add as needed and check this file at the start of their shift. Included in the mandatory reading will be CAD notepad, in-state, out-of-state teletypes, the item board, bulletin board, personal mail boxes.

## 5. SEQUESTERING OF TAPES

A. A recording tape may be pulled or removed from inventory and separately stored for any good reason by the Director or Communications Supervisors. The facts relative to the pulling of a tape shall be logged on means provided by CRCC.

B. Tapes occasionally will be sequestered by court order, subpoena or tagged as evidence. In order to comply with Chain of Evidence the following procedure will be used:

1. Director, Communications Supervisors will, upon receipt or request for storage, remove the tape from service.
2. Director, Communications Supervisors will log the tape removed on means provided by CRC with the tape number, date and time of tape, date stored, person requesting sequester, incident and location.
3. Tape will be kept at CRCC in a secure location until sequester is released.
4. Director, Communications Supervisors will contact person requesting sequester within seventy two (72) hours for confirmation of storage and every thirty (30) days thereafter.



5. Release of sequestered tapes must be in writing before the tape is placed back in service.

## **6. OFFICER ADDRESSES**

- A. Officer's addresses are not to be given out on the air. In case of emergency, the information can be given out discreetly, but it is preferable to advise the information by land line.
- B. Any complaints received from the public concerning Officer's actions or behavior should be recorded by the communications operator, including complainant's name and phone number, and then referred to the department of which the officer is employed.

## **7. MESSAGES FOR FIELD/USER PERSONNEL**

- A. Personal messages received for field personnel will not be given out over the air unless it is of an emergent nature. Callers wishing to leave a message for file personnel will be referred to the specific agency where the person is employed.

## **8. CONFIDENTIALITY OF INFORMATION**

- A. Personnel are cautioned that information obtained during a tour of duty concerning CRCC's or any related department's operations, activities, plans, etc., are confidential and shall not be divulged to persons outside of CRCC or any related departments employees.

1. Any abuse will not be tolerated.

## **9. WRECKER SERVICE – All wrecker services must be in good standing with the PRC.**

### **A. Wrecker Requests**

1. All requests for wreckers will be channeled through CRCC.
2. Requests will be construed as a request for the wrecker on rotation unless the field unit requests a specific wrecker service be called pursuant to the driver or owner of the vehicle.
3. The requesting Officer should be advised as to what wrecker will be responding.
4. Rules and regulations for the wrecker service to abide by will be attached at the end of this section.

### **B. Prompt Response**

1. If a wrecker has not arrived at the location in a reasonable amount of time, wrecker called can be cancelled by the field unit.
2. Reasonable amount of time given is 20 minutes in the County plus minute a mile.



3. CRCC will contact wrecker firm and advise of cancellation.
4. Once a wrecker has been cancelled due to reasonable time exceeded, said wrecker would lose its turn on rotation and CRC shall document that cancellation.
5. The next wrecker firm on rotation will be contacted, in regards to weather conditions and the safety of field unit of the public.
6. If the cancelled wrecker arrives at the scene, the wrecker driver may be advised that another wrecker has been called.
7. If any discrepancies arise between a wrecker firm and CRCC, it shall be handled by the shift supervisor.

#### **10. INABILITY TO CONTACT WRECKER SERVICE**

If CRCC is unable to contact the wrecker firm on rotation, the next wrecker firm listed on the schedule shall be called. The negative contact indicated on the wrecker log. CRCC will give the wrecker service six (6) rings (approximately 45 seconds) to answer their phone before moving onto the next wrecker on rotation.

#### **11. PUBLIC SAFETY**

- A. City vehicles will be towed by wrecker service on rotation unless advised otherwise by field supervisor.
- B. County vehicles will be towed by the county mechanic unless otherwise stated by field supervisor.
- C. EMS vehicles will be towed by wrecker of their choice.
- D. City/County Fire – unless otherwise requested, use wrecker service on rotation.

#### **12. CANCELLATION OF WRECKERS BY REQUESTING OFFICER**

Wreckers are to be cancelled only by the officer in charge at the scene under extenuating circumstances. Officer shall not request wrecker service until they have determined that wreckers are needed and advise whether or not the vehicle is drivable/whether or not the vehicle is to be turned over to a friend or relative, etc.

#### **13. RELEASE OF CONFIDENTIAL INFORMATION**

- A. Civilian employees of the communications unit shall not divulge any information concerning CRCC or Police/Sheriff/Fire Department operations or criminal matters to members of the press. The Director or the Public Information Officer (PIO) will handle these matters with the press.
- B. In the event of any major incident where informational releases are considered by Communications Supervisors to be imminent he/she will contact the Police Chief, Fire Chief, Fire Marshal, Sheriff of Chief Investigator, and affected supervisory personnel with available information. These press releases will be directed to the supervisor in charge. Examples: shootings involving police personnel, fatalities, homicides, bomb calls where devices are found, local jail escapees, etc.

- C. Information concerning non-law enforcement matters, such as traffic conditions, road conditions, etc., may not be given to members of the press by Communications personnel.
- D. The identity of any deceased person will be withheld from the news media. Refer caller to OMI or Investigating Agency.
- E. Telephone numbers of CRCC employees and other participating agency personnel will not be given out to anyone. This includes any home or cellular contact number shown on any call out list.
- F. No information will be given to callers requesting duty schedules or the present location of officers on duty. Persons who need to contact a duty officer may leave a message for that officer with the agency where the officer is employed. The only exception to this would be other law enforcement agencies, if the caller's identity is known. Call that agency on a non-emergency, recorded line.

#### **14. GENERAL RADIO POLICIES**

##### **A. Radio operations**

1. Always dispatch priority calls first, attempting to minimize stack time. Stack time is the elapsed time from call received to call dispatched. There should be no stack time for in-progress calls and all other calls should be dispatched immediately. If no units are available, then the field supervisor should be made aware.
2. Dispatch units according to their districts. Provide proper back up for units when the situation includes warrants. Remember your responsibility to field personnel.
3. Provide complete, accurate and specific information. Think before you transmit, and know what you want to say.
4. Hold mic button or mic pedal, pause for a moment (take a deep breath), then speak distinctly, be brief and concise, do not talk too fast or become excited.
5. Do not try to transmit while someone else is transmitting.
6. Never be afraid to ask questions for clarification on the radio if transmissions are unclear or unreadable.



7. Words or voice inflections which when broadcast reflect or indicate irritation, disgust, or sarcasm must not be used. Courtesy can be more aptly expressed by the tone of voice and manner of presentation than by words.
8. Eliminate all unnecessary talking.
9. A dispatcher's reply to a call must be immediate and decisive. Nothing imparts confidence as does a dispatcher whose voice is impersonal, clear and distinct.
10. Prioritize each call for service. Every call for service received must be prioritized and dispatched in accordance with the units available. Factors such as the threat to life or property and in-progress situations must be considered when determining priority.
11. Always keep accurate status of all your units. Keep time and location. Be sure to always echo your units.

B. Radio Procedures

1. To avoid confusion or misunderstanding regarding use of 10 codes, plain English or clear text will instead be used on the radios. Dispatchers must have knowledge of 10 codes.
2. Response codes – Not at any time will a dispatcher advise a unit what code to proceed to a call. However, the dispatcher may relay code requests from another agency.
3. No personal messages will be given out over the air unless they are of an emergent nature.
4. The communications center will at all times retain responsibility for control of frequency usage, and will restrict use of frequencies to the conduct of effective communications.
5. If a mistake is made during dispatch, say "Correction" and give the correct information.
6. Welfare Check
  - a. Used to check location and welfare of all field personnel
  - b. Checks will be made within three (3) minutes on a traffic stop



- c. Checks will be made within five-ten (5-10) minutes on Priority 1 and 2 calls
- d. Checks will be made within fifteen-twenty (15-20) minutes on priority 3 calls.
- e. If no answer is received on a 10-89 check, the negative response will be logged and a unit sent to check on the officer's welfare.
- f. Checks will be made every thirty-fourty five (30-45) minutes if the officer has had no radio traffic but is in service.
- g. Any additional requests for specific welfare needs to be in a written request to the CRCC Director from the agency.

C. Accuracy

Do not guess; confirm all questionable transmissions.

- 1. Never acknowledge a transmission unless you are sure that you have heard the information correctly and understand it.
  - a. If you are not sure, have the transmission repeated.

D. Radio Discipline

Time on the air is a priceless commodity.

- 1. All transmissions shall be as short and relevant as possible.
  - a. If lengthy transmissions are necessary, the transmission must be broken into short segments, so that a field unit with emergency traffic can get on the air, when feasible lengthy messages may be entered into the ITI system by the responding field unit or given by phone.
  - b. Communications Specialists shall not laugh; joke or wise crack on the air.
  - c. Communications Specialists will not leave their console unattended.

2. Breaches of Radio Discipline

- a. A gross breach of radio discipline by CRCC personnel may result in the immediate relief from duty by the shift supervisor or the Director.
- b. Any breach of radio discipline by CRCC personnel may result in disciplinary action.

- c. A breach of radio discipline by a field unit shall be brought immediately to the attention of the CRCC supervisor. This includes: clicking of the mic, whistles, kisses, etc.
- d. If a CRCC supervisor deems it necessary, he/she shall notify the field supervisor either directly or by letter.

## **15. Federal Communication Commission (FCC) RULES AND REGULATIONS**

### **A. F.C.C License Required**

A public safety radio station shall not be operated unless the Federal Communications Commission properly licenses it.

- 1. This license shall be posted at CRCC.

### **B. Identification of Base**

- 1. A Base Station shall identify itself by its call letters at least every thirty (30) minutes.
  - a. The following call letters are assigned to and used by CRCC:
    - 1. KNBP-875

### **C. Improper Language**

The transmission of profane, indecent or obscene language is prohibited.

- 1. Title 18, Section 1464, United States Code Annotated, states: "Whoever utters any obscene, indecent or profane language by means of radio communications shall be fined."
- 2. To cause unlawful or malicious interference with other radio communications.

## **16. CODES – NPS and Fire/EMS shall remain plain text.**

All agencies dispatched by CRCC shall use the following codes:

### **A. 10 Codes**

- 10-1 Receiving poorly
- 10-2 Receiving well
- 10-3 Stop transmitting
- 10-4 Okay
- 10-5 Relay
- 10-6 Busy
- 10-7 Out of service
- 10-8 In service
- 10-9 Repeat
- 10-10 Out of service (subject to call)
- 10-11 Dispatching too rapidly
- 10-12 Officials or visitors present
- 10-13 Road/Weather Conditions
- 10-14 Convoy or Escort

10-15 Prisoner(s) in custody  
10-19 Return to station  
10-20 What is your location?  
10-21 Call/Public service number  
10-22 Take no further action on last call  
10-23 Stand-by  
10-25 Make contact with  
10-28 Check full registration  
10-29 Check for wanted  
10-30 Does not conform to Rules/Regulations  
10-33 Emergency Traffic  
10-35 Confidential information  
10-36 Correct time  
10-37 Operator on duty  
10-41 Female in patrol unit  
10-42 Officer now at his/her home  
10-44 Auto accident no injuries  
10-45 Auto accident with injuries  
10-46 Request a wrecker  
10-47 Drunk driver  
10-48 Use caution/danger  
10-49 Any traffic?  
10-50 No traffic  
10-53 Officer Clear  
10-54 Traffic stop  
10-55 Ambulance requested  
10-56 Change location  
10-57 Drunk pedestrian  
10-58 Mental patient – violent  
10-59 Mental patient –non violent  
10-72 Road block  
10-73 Road block lifted  
10-75 Stolen vehicle  
10-76 Enroute to  
10-80 Armed and dangerous  
10-81 Officer will be at station  
10-87 Meets or contact  
10-88 Telephone number  
10-89 Welfare check  
10-97 Arrived at scene  
10-98 Complete present assignment

B. Department Codes



Code 1	Non-emergent response
Code 2	Urgent lights only (red/blue)
Code 3	Lights and sirens
Code 4	Okay (ADAM: Send another unit)
Code 5	NCIC Check
Code 6	Traffic stop
Code 7	Lunch break
Code 8	Wanted subject(s) – Warrant
Code 12	Family Disturbance
Code 15	Alarm activated
Code 17	Foot patrol
Code 19	Civil service/subpoena
Code 20	Frequent or extra patrol
Code 22	Fight in progress
	Adam: unknown weapons
	Boy: Gun
	Charles: Knife
Code 30	Rape
Code 37	Shoplifter
Code 38	Noise disturbance
Code 69	Animal at large

#### C. Phonetic Code

A	Adam	N	Nora
B	Boy	O	Ocean
C	Charles	P	Paul
D	David	Q	Queen
E	Edward	R	Robert
F	Frank	S	Sam
G	George	T	Tom
H	Henry	U	Union
I	Ida	V	Victor
J	John	W	William
K	King	X	X-ray
L	Lincoln	Y	Young
M	Mary	Z	Zebra

## 17. DOCUMENTATION OF TEN CODE

### 10-1 Receiving Poorly

May be used in response to "How do you read?" for testing purposes or given as a response if radio reception is unintelligible, difficult to read, or very noisy. If

advised 10-1 by a unit, use longer spacing between words, accentuate words, use phonetic spelling, and repeat each word if necessary.

- 10-2 Receiving Well  
Can be used for testing purposes. Use 10-2 if radio reception is clear and intelligible.
- 10-3 Stop Transmitting  
Use to clear the air of all transmissions in an emergency, such as armed robberies, pursuits, in-progress crimes, and where an officer is in trouble. Units not assigned to the call are not to transmit, except in emergencies. The air will remain 10-3 until put 10-8. This signal is frequently used in conjunction with the Emergency Alarm.
- 10-4 Okay or Message Received and Understood  
Used to acknowledge a transmission. The use of 10-4 as a question is unnecessary, except when the operator is not certain that the unit has received the transmission.
- 10-5 Relay Message  
Used to request that the Communications Specialist or another unit relay a message that is not being received clearly due to interference, poor reception, etc. Messages shall be relayed exactly as received, without alteration. Also may mean the physical relay of any article or person.
- 10-6 Busy  
Used when an officer is busy.
- 10-7 Out of Service  
Used when an officer is not in service. Also used to refer to something that is not working or functioning, dead or out of service.
- 10-8 In Service  
Used when an officer is in service.
- 10-9 Repeat  
Used when part or all of a message is not copied. If part of a message is received, inform the sender of this by using "10-9 all, after \_\_\_\_". Do not have a sender repeat an entire message if you received a substantial part of it.
- 10-10 Out of Service/Coffee Break  
Obtain location and phone number or how officer can be reached. A unit on 10-10 is subject to call and assignment.

- 10-11 Dispatching too Rapidly  
Used when transmission is spoken too fast to be understood either by an officer or Communications Specialist.
- 10-12 Official or Visitor Present  
Used to refer to officials or visitors present. Also used to refer to field personnel's spouse.
- 10-13 Advise Weather and Road Conditions  
Used to request information on weather and road conditions such as snow, rain, flooded streets, etc.
- 10-14 Escort  
Where security is a consideration, such as in money transports, this call will not be transmitted by radio. Assignments will be made by telephone. Other escorts such as funerals, visiting dignitaries, etc., may be dispatched in a routine manner, advising the officer of the nature of the escort.
- 10-15 Prisoner(s) in custody  
Used to refer to prisoner in custody. If the prisoner is female, obtain location and mileage of unit, both at the beginning and end of transport.
- 10-19 Return to Station  
Used to tell a unit to return to the station. The specified place that the officer should go, the name of the person he/she should contact or the reason shall be specified.
- 10-20 Location or What is Location?  
Used to request the location of a unit or the location of a specified place, etc. If on the highway, give a mile marker. Give name of town or street intersection.
- 10-21 Call by Telephone  
Used to request that a telephone call be made. The person is to be called and the telephone number will usually be given.
- 10-22 Take No Further Action on Last Call  
Used to advise unit to take no further action on last call. May also be used for cancellation, i.e., to cancel an earlier item broadcast. May give reason for cancelling.
- 10-23 Stand-By



Used to advise unit or Communications Specialist to stand-by with their radio traffic.

10-25 Make Contact With

Used to advise field unit who they are contacting regarding a call for service.

10-28 Registration Check

Give complete license information. On out-of-state vehicles specify whether vehicle is a passenger vehicle, pick-up, motor home, etc. For registration checks on VIN's, give make and year of vehicle.

10-29 Check for wanted

Used to request a check for wanted through NCIC or NMLETS for any person or NCIC for any item such a vehicles, boats, articles, securities, or guns.

10-30 Does Not Conform To Rules or Regulations

Used to stop improper radio procedures, i.e., swearing.

10-33 Emergency Traffic

Used in conjunction with the emergency alarm or to refer to emergency traffic. Be sure to clear your station immediately when the traffic is finished. Also used to refer to emergency driving of a field unit.

10-35 Confidential Information

Used to refer to information which cannot be specified on the air. Information should be relayed by phone or in person.

10-36 Correct Time

Used to request the correct time.

10-37 Operator on Duty

Used to request the name of the Communications Specialist of officer manning the radio. May also be used to refer to the driver of a vehicle.

10-41 Female in Patrol Unit

Used to refer to female present in unit. If the female is a prisoner, obtain location and mileage of unit, both at the beginning and end of transport.

10-42 Officer at His/her Home

Used to refer to the officers location being at his/her home or at some other specified person's home.

10-44 Traffic Accident/No Injuries

Used for a minor traffic accident in which no injuries were sustained. If a hit and run accident, dispatch as 10-44 Hit and Run. If it is unknown whether persons are injured, dispatch as possible 10-45, unknown injuries.

10-45 Traffic Accident/With Injuries

Used for a traffic accident in which injuries were sustained. If Hit and Run accident, dispatch as 10-45 Hit and Run. If involving pedestrian, dispatch as a 10-45 Pedestrian.

10-46 Wrecker requested

Used to request a wrecker. If wrecker other than the one next on rotation is desired or special equipment is needed, it must be specified.

10-47 Driver under the Influence of Drugs or Alcohol

Used for a person driving while under the influence of an intoxicant. Specify vehicle description, direction of travel or location.

10-48 Use Caution

Used to warn of a dangerous or potentially dangerous situation.

10-49 Any Traffic

Used to inquire about radio traffic, telephone messages, other messages, or other situations that the inquiring unit should be aware of.

10-50 No Traffic

Used to reply to 10-49 if calls for service are not pending or stacked.

10-53 Officer Clear

Used when field unit clears his/her location from a traffic stop.

10-54 Traffic stop

Used when an officer is initiating a traffic stop.

10-55 Ambulance/Ambulance requested

Give location and number of persons injured.

10-56 Change Location

Used to refer to field unit changing from one specified location to another.

10-57 Drunk Pedestrian

Used for a person under the influence of an intoxicant. Specify clothing description, direction of travel or location.

- 10-58 Mental Patient – Violent  
Used for a person with a diagnosed mental illness that may be experiencing a single episode. Person may cause harm to themselves or others during episode.
- 10-59 Mental Patient – Non-Violent  
Used for a person with a diagnosed mental illness that may be experiencing a single episode.
- 10-72 Place Roadblock At, Roadblock  
Give location, reason for roadblock, authority.
- 10-73 Roadblock Lifted  
Used when specified units clear from location of roadblock, roadblock complete.
- 10-75 Stolen Vehicle  
Give complete description, where taken from, any suspect information, time delay.
- 10-76 Enroute to  
Used by field unit to advise they are on the way to a specified location.
- 10-80 Armed and Dangerous  
Used to tell field units that subject/suspect is possibly carrying a weapon. Specify what type of weapon, and amount if more than one.
- 10-81 Officer Will Be At Station  
Used when an officer is at the station.
- 10-87 Meet or Contact  
Used to tell a unit to meet someone – specify location.
- 10-88 Telephone Number  
Used to advise of a telephone number. Specify the person who is to be called and reason.
- 10-89 Welfare Check  
Used to check location and welfare of officers. Also used to check the welfare of citizens, children, residences, etc., should a call be received requesting such a check.
- 10-97 Arrived At Scene  
Used by an officer to indicate that he/she has arrived at a scene as assigned.
- 10-98 Completed Present Assignment



Used by the officer to advise station that he is clear from traffic assigned.

## **18. DOCUMENTATION OF DEPARTMENT CODE**

- |         |   |
|---------|---|
| CODE 1  | Non Emergent Response<br>Used by field unit to advise that he/she is enroute to assigned location without lights and sirens.  |
| CODE 2  | Urgent Response – Lights Only<br>Used by field unit to advise that he/she is enroute to assigned location with lights only (red/blue)   |
| CODE 3  | Lights and Sirens<br>Used by field unit to advised that he/she is enroute to assigned location with lights and sirens.  |
| CODE 4  | Okay or Message Received and Understood<br>Used to acknowledge a transmission. The use of 10-4 as a question is unnecessary, except when the operator is not certain that the unit has received the transmission. |
| CODE 5  | NCIC Check<br>Used to request a check for wanted through NCIC or NMLETS for any person or NCIC for any item such a vehicles, boats, articles, securities, or guns.  |
| CODE 6  | Traffic Stop<br>Used when an officer is initiating a traffic stop.  |
| CODE 7  | Lunch Break<br>Used to indicate when field officer is on lunch break, subject to call.  |
| CODE 8  | Wanted Subject/Subject with Warrant<br>Used to advise that subject is wanted through NCIC or NMLETS.  |
| CODE 12 | Family Disturbance<br>Used for a disturbance between subjects of relation. Specify if in progress, time delay, weapons involved and if all parties are still at the location.                                     |
| CODE 15 | Alarm Activation<br>Used when alarm activated at commercial business or residence, may be specified by key faub, panic button, medical etc.   |

- CODE 17      Foot Patrol  
Used by field unit to advise when out of vehicle and on foot at location conducting a walk through.
- CODE 19      Civil Service/Subpoena  
Used to indicate that the unit will be serving civil papers. The unit shall advise of their location.
- CODE 20      Frequent or extra patrol  
Used to advise field units on shift of an extra patrol request at specified location. Field units will check location throughout shift as time permits. Advise of duration then print and fax copy of call for service to responding agency, if longer than overnight.
- CODE 22      Fight in Progress  
Used for a disturbance between subjects of relation. Specify if in progress, time delay, weapons involved and if all parties are still at the location. Advise of suffix regarding weapons - (A) Adam - unknown weapons, (B) Boy-gun, (C) Charles - knife
- CODE 30      Rape  
Used to advise of a sexual assault occurring or that has occurred. Specify time delay, suspect information.
- CODE 37      Shoplifter  
Used to advise of items being taken from department store without being paid for. Advise suspect information, time delay, and direction of travel.
- CODE 38      Noise Disturbance  
Used to advise of a noise complaint made regarding loud music, yelling, running on floor above caller, etc.
- CODE 69      Animal at Large  
Used to advise of animal running loose in the area.

#### 19. DISPATCHING CALLS FOR SERVICE (DEFINITION AND PROCEDURES)

This section documents the operating procedures of CRCC. Included are definitions of criminal offenses and civil matters, of which all personnel of CRCC must be aware.

##### A. In-Progress Call

An in-progress call is defined as a major offense or crime that is actually being committed or taking place, at the time the report is received.

1. Calls of a serious nature, where the offender has just left the scene, shall also be handled as in-progress calls, if they time lapse is not more than 10 minutes. Generally, but not exclusively, in-progress misdemeanor offenses will not be handled as an in-progress call.
- B. An emergency call is defined as a situation where a person's life or property are in danger or threatened. Excluded from this definition are in-progress calls, even though life and property are threatened. Examples of emergency calls are:
  1. Unknown medical calls, other rescue and or ambulance calls, accidents with injuries, attempted suicides, etc.
- C. Non-Emergency Call

A non-emergency call is defined as a situation where a person's life or property are not endangered or threatened. Excluded from this definition are in-progress calls. Included under this definition are crimes against property, crimes against person where the victim is not injured and all other police matters not of an emergency or in-progress nature.
- D. **PRIORITY OF CALLS – See Fire/EMS Mutual Aid for Fire/EMS priorities.**

Calls for service will be evaluated as they are received by Telecommunications Specialists. They will be prioritized into one of two categories:

  1. Priority 1: Public Safety Emergency-Crimes in progress, serious injury accidents, felonies which occurred within ten (10) minutes, silent alarms. The District unit(s), if in service, or the nearest available unit(s) will be dispatched immediately. Back-up unit(s) will be dispatched as needed.
  2. Priority 2: Disturbances, audible alarms. The district unit(s), if in service, or the nearest available unit will be dispatched immediately. Back-up unit(s) will be dispatched as needed.

Any calls regarding a crime or incident which has already occurred with no suspects at or near the scene, and no life or property in jeopardy, the district unit will be dispatched. If there is a great delay in response time CRCC, will phone the complainant and advise of estimate delay.

Any calls regarding a crime or incident which has already occurred with no suspect information within the city limits shall be referred to Grants Police Department.
- E. **DELAY IN DISPATCH DUE TO SHIFT CHANGE**



Communications Specialists shall send appropriate personnel immediately to any call for service, regardless of impending shift change.

1. If a field supervisor should order that a call be held for an oncoming shift and the call involves a crime that has just occurred or is an in-progress call or involves the safety of life and or property, CRCC will note the date, time, type of call and name of field supervisor who made the order.
2. A CRCC Communications Specialist shall check with proper authority to delay a dispatch for service when little or no change in response time will occur, the off-going district unit is at or near the station awaiting relief, or due to nature of the call, might involve an extended investigation into the next shift.

F. Special Units

See standard operating procedures of specific agencies.

G. Lengthy Radio Messages

The radio is to be used for official business. When feasible, the telecommunications specialist shall advise field units to provide lengthy messages by telephone.

H. Delineation of Authority

CRCC cannot exercise authority over field units, except in the use of radio channels, observance of radio discipline and proper radio procedures. CRCC does exercise authority over field service units in certain limited areas of as specified in the User Agency's SOP.

1. The dispatch of units on calls for service and other assignments.
2. CRCC has the responsibility to receive and evaluate calls for service and to dispatch such calls. Once CRCC has properly dispatched a call, it has completed its responsibility.
3. A field supervisor may countermand CRCC in the dispatch of a unit on a call, the clearance or denial of clearance for meal and coffee breaks.
4. CRCC shall not make decisions for field units, but shall refer all such matters to a field supervisor.

I. Dispatching Back-Up

CRCC will be responsible for initiating the dispatching of a back-up unit when a field unit calls out on an investigation or service call that requires assistance.

1. If the field unit calls out on an in-progress offense or a situation that would normally require the dispatch of a back-up unit, CRCC will automatically dispatch a back-up unit unless the officer advises that further assistance is not needed.

2. Where the situation permits, the unit will be asked how many additional back-up units are needed and what the situation is.

J. Response to Calls

A call for service dispatched by CRCC shall be considered as an official order. Any questions in reference to that call are subject to review only after the call has been responded to and handled.

1. This does not limit a field supervisor's authority to countermand a dispatch, for justifiable cause.
2. Calls for service will not be dispatched over the phone.

K. Units Respond With Location

When a telecommunications specialist calls any field service unit, that unit shall respond with his/her location.

1. If unit does not respond with location, it is the telecommunications specialist's responsibility to obtain the location from the field unit.
2. Exceptions may be because of undercover investigations or administrative reasons.

L. CODED RESPONSE TO CALLS BY FIELD UNITS

Units dispatched on calls for service will respond to call using one of two codes, CODE 1 and CODE 2.

1. It is the field unit's duty and responsibility to determine the proper response code, based upon whether or not he/she is the first unit dispatched and the nature of the call.
2. Telecommunications specialists shall not use these coded response signals when dispatching unit on calls.
3. The following are definitions of Coded Responses:
  - a. CODE 1: Respond in accordance with all traffic regulations without the use of emergency equipment.
  - b. CODE 3: Will allow units to respond using full emergency equipment in accordance with the provisions set forth by individual agency standard operating procedures and New Mexico State Law.



#### M. USE OF THE ALERT TONE

The alert tone is used to advise all field units that a major crime or important information is about to be broadcast. When an alert tone is activated, the units will cease all transmissions. Alert 1 is used for fire calls. Alert 2 can be utilized for law enforcement. Alert 3 is reserved for medical traffic.

1. The telecommunications specialist will depress the alert tone transmitter once for 3 seconds, indicating that we are in a cease transmitting mode.
2. Upon activating the alert tone, the telecommunications specialist will announce the reason for the alert tone before dispatching units to the scene.
3. The telecommunications specialist will then broadcast any additional information.
4. The alert tone is used in the following instance:
  - a. Officer/firefighter in trouble or injured.
  - b. Other serious offenses where the safety of field personnel is endangered.
  - c. Pursuits.
  - d. All major felony crimes in progress.
  - e. Other serious offenses or situations when all units must be alerted and given information immediately.
  - f. Used prior to dispatching all Fire Department calls.

#### N. CONSERVATION OF AIR TIME

All radio transmissions shall be as short and relevant as possible.

1. If a field unit has a lengthy message to give to CRCC, he/she shall use enter needed Notes into ITI or he/she shall use the telephone, where feasible.

#### O. DISPATCHING PROCEDURES

Proper dispatching techniques will enable the telecommunications specialist to convey all necessary information about a call to the units with minimum use of air time.

1. The elimination of excess, superfluous language, when dispatching is essential to efficient utilization of the limited dispatch frequencies at the disposal of CRCC
  - a. Example: Dispatch of one unit to a call

Telecommunicator:	REGIONAL 202
Unit202:	4 <sup>th</sup> and First
Telecommunicator:	202 proceed to 212 West Adams Ref 10-44, No vehicle description
Unit202:	10-4



b. Example: Dispatch of two units to a call

Telecommunicator: REGIONAL 202 and 212  
Unit202: 4<sup>th</sup> and First  
Unit212: 2<sup>nd</sup> and First  
Telecommunicator: 202 and 212 proceed to 508 Gomez Dr., ref  
CODE 12, 2 subjects unknown weapons  
involved  
Unit202: 10-4  
Unit212: 10-4

P. ACKNOWLEDGMENT OF CALL

A dispatched unit shall always acknowledge a call that he/she is dispatched to by giving department, unit or call number and 10-4.

Q. ACKNOWLEDGMENT OF UNIT

The telecommunications specialist shall always acknowledge the unit immediately with the unit number, 10-4 and the time.

R. ARRIVAL AT SCENE

When a dispatched unit arrives at the scene, he/she shall so advise the telecommunications specialist.

S. CLEARING A CALL

When a unit clears a location or call and will be available for dispatch, he/she shall advise the telecommunications specialist on the air not by telephone.

T. STOPPING A VEHICLE

When a field unit stops a vehicle, regardless of reason, the telecommunications specialist shall obtain all relevant information.

1. Location

2. Vehicle and plate information

- a. License plate number
- b. License plate state
- c. Vehicle color
- d. Vehicle make and year, if known by field unit.
- e. If vehicle is a truck, passenger car, van, etc.

U. UNIT TO CRCC TRANSMISSION

When a unit transmits to the dispatcher, he/she shall give his/her unit call number and wait until acknowledged before proceeding with transmission.

1. The telecommunications specialist acting a radio operator shall acknowledge the field unit immediately to avoid having the unit call CRCC repeatedly.

#### V. RELAY OF TRANSMISSION

When it is necessary for a telecommunications specialist to relay a message or transmission for a field unit, the message shall be transmitted exactly as received.

1. The text shall not be altered in anyway.

#### W. MISSED CALL

All units assigned to field services and special operations who are assigned radios and are carried as "In Service" by CRCC, shall be held strictly accountable for the prompt answering of their radio by the telecommunications specialist.

1. The shift supervisor shall be promptly notified whenever a telecommunications specialist is unable to contact a field unit after several attempts.
2. The telecommunications specialist shall note the times that the unit was called, as well as other relevant information
3. The agency supervisor shall be notified of the unit not responding.

#### X. BROADCAST PROCEDURES

CRCC receives messages concerning criminal and non-criminal matters which should be brought to the attention of field units. Once it has been determined that a message is suitable for broadcast, the telecommunications specialist shall:

1. Closely read and examine the message for completeness.
2. Then give the broadcast to all units.
3. If certain district units should be made aware of the broadcast, they shall be specifically alerted.
4. If a broadcast is of such importance that all units must be advised, the broadcast will be repeated as necessary to insure that units who were out of service during the broadcast shall receive it.
5. Only the pertinent information should be broadcast.

#### Y. CANCELLATION BROADCAST

Most cancellations are brought to the attention of field units by means of "Item sheets." Those reports that are of sufficient importance to warrant cancellation on a dispatch channel, including those that were previously broadcast by radio during that

shift of where field units should be promptly advised of the cancellation of the original report and will be broadcast immediately.

1. A cancellation should be brief.

## Z. CELL PHONE USE

The use of cell phones is not permitted in the dispatch center.

- a. Cell phones are not permitted for dispatching units, in any form.
- b. No text messages are permitted between Units and telecommunications specialists at any time.
- c. No text messaging, if you have a cell phone please put it in a secure place, do not bring cell phones to your consoles, or dispatching area, they are distracting. Telecommunications specialists have a great responsibility and lives to take care of.
- d. Telecommunications specialist can make personal phone calls on console but keep them to a minimum.



**SECTION 7**

**TECHNOLOGY AND EQUIPMENT**

## USAGE AND PROCEDURES

### EQUIPMENT

1. Cibola Regional Communications Center houses a wide variety of equipment that assists us in accomplishing our daily goal of saving lives and preventing property damage. This equipment must be used properly for it to remain operational.
  - a. Computers
    - i. CRCC currently utilizes four (4) dispatch consoles on the communications floor. These computers are used for the following functions:
      1. Computer Aided Dispatch
      2. National Crime Information Center System
      3. Word Processing
      4. Spreadsheets
      5. Database
      6. Internet/e-mail
      7. 911 Controller
      8. Voice Recording
      9. Presentations
      10. Testing
      11. Other functions as assigned
    - ii. While each computer is capable of accessing the Internet, it should only be accessed from computers that are not used primarily for dispatch. Therefore, the CAD computer, will at no time access the Internet.
      1. This is because browsing the Internet and accessing e-mail via internet increases the chance of said computer contracting a virus. While said computers have anti-virus software installed, viruses may still find a way into the computer and will slow or damage files in a computer.
        - a. If the policy is violated and a virus or other foreign malicious device is contracted, the responsible party will be held accountable. If a virus or other foreign malicious device causes irreparable damage to a computer, the responsible party will be responsible for supplying the cost of the repair out of his or her own pocket.

- iii. At no time will any computer program, game, video, music, etc., be downloaded onto a computer without the expressed permission of the Administrative Computer Technician.
  - 1. If the program cannot be removed from the computer, and the program causes the computer to function in any way but normal, the responsible party will be required to pay out of his or her own pocket the cost of repairing said computer.
- iv. At no time will the settings, including background, screensaver, resolution colors, etc., be changed without the expressed consent of the Administrative Computer Technician.
- v. At no time will any hardware or peripherals, including the mouse, keyboard, monitor, etc. be disconnected, moved or destroyed without the expressed consent of the Administrative Computer Technician
  - 1. If any hardware or peripherals are damaged or destroyed in violation of above policy, the responsible party will be required to supply the cost of replacing the said equipment.
- vi. At no time will any software, installed by the Administrative Computer Technician, be removed by any other party without the expressed consent of the Administrative Computer Technician.
- vii. All accounts on computers will be administered by the Administrative Computer Technician.
  - 1. All employees should have their own account, or they do not have the necessary programs or functions on their account, they should notify the Administrative Computer Technician.
  - 2. Users will not use other user's accounts unless given permission by the owner of the account.
- viii. Any directive issued in the future by the Administrative Computer Technician will be followed with full cooperation upon receipt.

## 2. CAD

- a. The Computer Aided Dispatch (CAD) is used by Telecommunicators for the purpose of:



- i. Dispatching calls for service
    - ii. Keeping track of field unit's locations
    - iii. Storing information on previous calls
    - iv. Storing information on individuals who come into contact with Dispatch or the surrounding agencies for whatever reason, whether they are requesting services, requesting an incident report, being issued a traffic citation, or being placed under arrest.
  - b. CAD aka ITI, at Cibola Regional Communications Center will only be accessed by CRCC personnel.
    - i. At no time will a visitor, whether Officer, Firefighter, City Council Member, etc. be given direct access to CAD under any circumstance
  - c. CAD contains information on individuals that must be kept private at all times.
  - d. CAD may not be used for personal gain or for any other personal use.
  - e. All information in CAD will be considered classified and may not be discussed or disclosed outside of Dispatch.
3. NCIC
- a. NCIC, or the National Crime Information Center System, is used to relay vital information between all Law Enforcement facilities throughout the United States.
  - b. The NCIC program is run on dedicated terminals on the dispatch floor.
    - i. These terminals must remain on at all times.
      - 1. They may be restarted occasionally when there is little or no traffic.
    - ii. If any disabling error occurs, the Administrative Computer Technician, or the NCIC Help Desk must be notified immediately.
    - iii. NCIC will only be operated by certified, registered users.
    - iv. User accounts and compliance with NCIC policies will be the responsibility of the Terminal Agency Coordinator.
4. Fax/Copy Machine

- a. The Fax/Copy machine is used for sending/receiving facsimile documents, and for duplicating documents.
- b. The maintenance and administration of accounts is the responsibility of the Administrative Computer Technician.
- c. Should any paper jams or any other malfunction occur during operation of the Machine, it is the user's responsibility to immediately notify either the Administrative Computer Technician, or the shift supervisor, who will then contact the Administrative Computer Technician.
  - i. The operator should not try to remove the jam themselves, as damage could occur to the machine.
- d. The fax machine will not be used to send unsolicited facsimiles to any party.
- e. Personal faxes will be allowed to be sent and received as long as the number of faxes is reasonable.

#### 5. REVcord Recorder

- a. The REVcord Voice Recorder records all transmissions on the following:
  - i. All 911 lines
  - ii. All non-emergency telephone lines
  - iii. All radio channels
- b. The REVcord Voice Recorder is available to Supervisors and Administration for the purpose of investigation and quality control.
- c. At no time will a Telecommunications Specialist be allowed to access the REVcord Voice Recorder unless permission is granted by the Director or the Administrative Supervisor.
- d. The REVcord Voice Recorder will not be used to eavesdrop, or for any other personal benefit.

#### 6. 911 Controller

- a. The 911 Controller, located in the server room, is used to process the Automatic Location Identifier (ALI) incoming 911 calls, and to monitor the status of ANI/ALI equipment.

- b. In the event of failure, CenturyLink will notify Dispatch and assign a ticket number.
  - i. If an Administrative Computer Technician is not on duty, CenturyLink will be contacted and briefed immediately on the error.
- c. The 911 Controller is to be kept off-limits to all personal except for the Administrative Computer Technician, the Administrative Supervisor, and the Director of Communications.
- d. The 911 Controller must never be turned off or disconnected for any reason other than maintenance.

#### 7. Printer

- a. The printer is used by CAD and all other computers to print to
- b. Any paper jam or malfunction will be brought to the immediate attention of the Administrative Computer Technician, or the immediate supervisor.
- c. The floor printers are used in conjunction with the National Crime Information Center. They are responsible for printing replies from the system.
- d. Printers will be kept in the on position and connected to the NCIC terminal at all times.
- e. Any disabling malfunctions must be brought to the immediate attention of the supervisor.



## **SECTION 8**

# **COMPUTER AIDED DISPATCH SYSTEM**

## **OPERATION OF COMPUTER AIDED DISPATCH SYSTEM**

### **1. PURPOSE**

All calls for service, whether calls for Police Department services, County Sheriff's Department services, Fire Department services, Animal Control or miscellaneous calls for service, must be entered into the Computer Aided Dispatch Program (CAD). Some benefits of CAD include that

- A. It was designed to replace manual records of calls
- B. It enhances movement and tracking of units in the emergency services system
- C. It allows quick and relatively easy access to pertinent information.
- D. CAD allows access to different parts of calls and is built to be utilized as a database.
- E. The use of CAD enhances quality control.
- F. CAD also has a search feature, which is helpful to the dispatcher in researching the CAD files for a particular event, person, license plate, or unit's history.

### **2. LOCATION INFORMATION**

The Location Info feature allows a dispatcher to quickly check the address to see if units have responded to the area previously.

- A. If the CAD system shows a history for a specific, the telecommunications specialist may access a list of previous calls for service.
- B. Previous history information may also assist telecommunications specialists analyze potential risks to the responding units and the public

### **3. COMMAND LINE INFORMATION**

The command is the field from which calls for service are generated.

- A. The command line uses codes which are mandatory entries for accepting a call for service.
- B. The mandatory fields are as follows:
  - a. Location: Address of where the event occurred. The street type will be generated when street name entered.
  - b. If the address includes an apartment number, it must be added to the appropriate field - Apt/Ste.
  - c. If the address has an alpha numeric the alpha numeric will follow the numerics on entry.
- C. CAD Code: What is the description of the call for service? See attached list of code types. The trainee will discuss with the CTO the definitions of each code type.
- D. Subtype, if applicable: Some Code Types have subtypes. If the event type is "Burglary", you must select a subtype of "Property", or "Vehicle."
- E. The following fields, although not mandatory for entering a call, should be entered for accurate dispatching of a call:
  - a. Narrative: What is the reporting party's complaint? Descriptions of the complaint should be entered here in the reporting party's exact wording if possible.
  - b. Name: What is the reporting party's name?
  - c. Address: What is the reporting party's address?
  - d. Phone: What is the reporting party's callback number?
  - e. Call Source: How was the call for service received?

Upon entering the above, press the Enter button to create a call for service.

#### **4. CREATING A CALL FOR SERVICE**

Calls for service that involve in progress calls should be entered and accepted with the basic information to allow for prompt dispatch of response units.

- A. When an emergency call is accepted, in addition to the call automatically routing, the call taker will be left with the call on their screen to update and continue adding details as necessary.
- B. As the dispatcher receives more information, the call-taking dispatcher should add the additional information into the Narrative, Question, Person, and Vehicle field.



- C. As the call-taking dispatcher presses the F8 or Enter key on the keyboard, the call is updated, and the radio dispatcher is able to see the additional information to relay to the responding units.
- D. It is important to enter the calls for service in a prompt and timely manner.
- E. What is entered into the CAD is what part of the official police record becomes.
- F. The Narrative field is public information and may be read by the calling party. What is entered is part of the report. Therefore, it is very important to be sure that you are entering information accurately.

## **5. UPDATING CALLS FOR SERVICE**

As information is received, the call taking dispatcher may need to update the information in CAD. This can be done by selecting the appropriate field from the command line. Remarks that are added to the call by any dispatcher will immediately be displayed on all dispatchers' CAD screen.

## **COMMANDS**

### **1. EVENT SCREEN**

The Status screen shows a list of all calls for service, whether pending or active.

- A. It will show the status of the call, the priority of the call, the call number, call type, and location of the call.
- B. A full explanation of the Status screen and the color coding is explained by the CTO.
- C. By recalling the call number, the call and all of the call information is brought into the CAD/Dispatch screen. This allows all dispatchers to modify the call for service.

### **2. CASE NUMBERS/CALL NUMBERS**

Case numbers are assigned as requested by police officers.

- A. To assign a case number, use the command RPT and the Unit number from the command line
- B. Most often, an officer will call for case Number.
- C. The number begins with the year i.e. 2018-(case number) for City Police and 18- (case number) to signify Sheriff's Department, followed by the case number.

### **3. SUPPLEMENTAL INFORMATION**

Supplemental Information is a vital part of CAD. "Supp Info", allows the dispatcher to enter information on persons, vehicles, and property, towing, contact and incident times on each call for service.

- A. This information is especially helpful when searching for a person or vehicle after the call for service has ended.
- B. Supplemental Information should, at a minimum, be included on every traffic stop, arrest, and case-initiated call for service.

### **4. DISPOSITIONS**

Once a unit has cleared a call, the unit will give you a disposition for the call for service.

Some of the dispositions possible are as follows:

- A. NRN—used for calls where a case number is not needed.
- B. Report Taken—used when report is generated by officer.
- C. Summons Issued—used when a citation is issued. This refers solely to traffic. A criminal citation may be given a case number
- D. Completed Assignment—used when a unit has completed the assignment, if no other disposition applies
- E. Refer to Another Agency—used when call for service is referred to another law enforcement agency
- F. Warning—used when subjects are given a warning on a traffic stop
- G. More dispositions are available and are listed in CAD.

- H. Dispositions should only be what the unit's advice when clearing a call. When in doubt, the dispatcher must ask the primary unit what disposition should be used.

## **5. CAD ERRORS/LOCATION DOES NOT VERIFY**

Often error messages are received when CAD believes an address is out of range or does not exist.

- A. If a location will not verify while entering a call for service, try re-entering the address check the numeric on the call as well as the spelling of the street or common name.
- B. If the location still will not verify, and you are certain that the address is correct, you may override the address followed by printing the call, so the CAD Specialist can verify the address and make any corrections needed.
- C. A dispatcher should try everything possible to avoid a call from being forced.

## **6. INFORMATION CALLS**

Many of the calls received in the CRCC are not calls for service by the Police Department. Calls for the utility departments warrant checks by records etc. If the call for service is not a police matter, the call should be entered into CAD, as info only. The dispatcher must then close the call for service with appropriate information.



## ***SECTION 9***

### ***Emergency Medical Dispatch (EMD)***

## **SECTION 9**

### EMD Procedures

- 9.01 Emergency Medical Dispatch
- 9.02 ProQA and MPDS
- 9.03 Obvious Death Criteria
- 9.04 Canceling EMS Units
- 9.05 EMS Unit Safety
- 9.06 Notification of Medical Director
- 9.07 Information Confidentiality
- 9.08 Notification of the Office of the Medical Investigator and Emergency Manager

## **SECTION: 9.01**

TITLE:       Emergency Medical Dispatch

APPROVED BY THE CRCC BOARD ON: 12/16/2016

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### **THE PURPOSE OF THIS POLICY/PROCEDURE IS:**

- ***To establish criteria for Emergency Medical Dispatch at the CRCC.***

1.   Certified EMD's
  - 1.1   The CRCC will only permit trained and certified EMD's to handle medical emergency calls.
  - 1.2   New Mexico Department of Health Regulations, 7 NMAC 27.2, will be adhered to regarding the maintaining of certifications for EMD's.
  - 1.3   CRCC EMD's will work under the direction of the CRCC's Medical Director regarding all EMD calls and procedures.
2.   Emergency Communications Specialists, when interacting with callers on medical calls, are providing patient care and shall act in a professional manner.



## **SECTION: 9.02**

TITLE: ProQA™ and Medical Priority Dispatch System™ (MPDS)

APPROVED BY THE CRCC BOARD ON: 12/16/2016

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### **THE PURPOSE OF THIS POLICY/PROCEDURE IS:**

- ***To outline the use of ProQA and MPDS when handling medical emergency calls at the CRCC.***
1. ProQA is an EMD software package available on CRCC dispatch computers which allow EMD's to have systematic inquiry and approved pre-arrival instructions and medically approved protocols on medical emergency calls.
    - 1.2 **The most recent versions of the Protocols (ProQA and/or cardsets) and the Scoring Standards will be implemented within one year of their release.**
  2. ProQA is based on the Medical Priority Dispatch System (MPDS) card system and is a medically approved system of evaluating incoming information according to logical rules built on expert medical knowledge.
    - 2.1 The software version is referred to as ProQA.
    - 2.2 The card version is referred to as MPDS.
  3. PROCEDURES
    - 3.1 All calls of a medical nature shall be handled using ProQA. If ProQA is not available on the computer system then the MPDS cards shall be used.
    - 3.2 The location, call back number and Chief Complaint shall be immediately obtained/verified at the beginning of each call.
    - 3.3 ProQA and/or MPDS protocols shall be strictly adhered to at all times by the EMD.
    - 3.4 The ProQA/MPDS questions shall be asked – verbatim – in the appropriate order, using the language as it is stated on the screen/card.
    - 3.5 All key questions should be completed within 45 to 60 seconds.
    - 3.6 Appropriate response units shall be dispatched as soon as location is received and EMD protocol is started.
    - 3.7 Following the dispatching of appropriate resources units, then appropriate post-dispatch and pre-arrival instructions, as indicated by the ProQA/MPDS, shall be provided to the caller.

4. Order of dispatch information: Unit(s), address of incident, then clear text for the code, dispatch time. This information shall be repeated when the crew(s) are in their unit(s) and the additional information of the patients' age and gender will be provided the responding unit(s).
5. All cardiac arrest calls or calls where a patient is unconscious and not breathing shall be treated as a cardiac arrest call unless one of the criteria of Obvious Death (Section 5.03) is present. The term "DOA" or "deceased" shall not be used on the radio in reference to a patient in cardiac arrest. The term "Obvious Death" or "deceased" may be used along with the MPDS code 9 and clear text if it meets the specifications listed in Section 5.03.
6. The EMD's Communications Supervisor shall be advised at any time the ProQA software is not available and the MPDS cards are used. This information shall be noted in the CAD. The Communications Supervisor will also notify the Director/Manager concerning the fact that ProQA is not functioning on the Fire/EMS work stations. A report of the non-availability of ProQA will be made to the Medical Director
7. Law enforcement shall also be dispatched on all ProQA/MPDS codes of 4, 23, 25, 27, 29 and 32.
  - 7.1 All incidents involving assault and battery (shootings, stabbings, domestic violence, etc.)
  - 7.2 All motor vehicle accidents
  - 7.3 All overdoses (accidental or intentional)
  - 7.4 All suicides, including attempts and threats
  - 7.5 All incidents where the suspect is still on scene – should be given as a high priority for law enforcement response
  - 7.6 All "unknown" codes.
  - 7.7 Special request

*NOTE: ProQA and Medical Priority Dispatch System (MPDS) are registered Trade Marks of the Priority Dispatch Corporation, Inc., Salt Lake City, UT.*

## **SECTION: 9.03**

TITLE: Obvious Death Criteria

APPROVED BY THE CRCC BOARD ON: 12/16/2016

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**THE PURPOSE OF THIS POLICY/PROCEDURE IS:**

- ***To establish criteria for classifying a call as an Obvious Death.***

1. Obvious Death criteria will include:
  - 1.1 Decapitation
  - 1.2 Decomposition
  - 1.3 Incineration
  - 1.4 Submersion greater than 24 hours
  - 1.5 Livormortis or Rigomortis
  - 1.6 Skeletal Remains
2. The EMD must be certain that there is a clear indication that at least one of the above listed criteria has been met for a call to be considered "Obvious Death."
3. ProQA will classify a call as "Obvious Death" when following the protocol.



## **SECTION: 9.04**

TITLE:       Canceling EMS Units

APPROVED BY THE CRCC BOARD ON: 12/16/2016

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### **THE PURPOSE OF THIS POLICY/PROCEDURE IS:**

- ***To establish criteria for canceling an EMS Unit prior to arrival.***
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1. Once an EMS Unit has been dispatched, they should not be cancelled prior to making patient contact based on a request by a non-medical provider.
  
  2. Should a qualified medical provider (licensed Medical Doctor or EMT from an agency dispatched by the CRCC) be on scene and make notification to cancel the responding unit, then the EMD/dispatcher shall relay that information to the responding unit, log in the CAD the unit number providing the cancellation information; and let the responding EMS unit make the final determination as to whether or not they wish to cancel their response.
  
  3. Law Enforcement or other non-medical personnel may advise to cancel the EMS Units response only when there is no patient physically present on the scene. This information will be logged in the CAD system. The ultimate determination as to whether or not to continue the response will rest with the EMS unit.
  
  4. All information regarding any request to cancel an EMS Unit shall be documented in the CAD system by the dispatcher.

## **SECTION: 9.05**

TITLE:       Emergency Medical Services (EMS) Unit Safety

APPROVED BY THE CRCC BOARD ON: 12/16/2016

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### **THE PURPOSE OF THIS POLICY/PROCEDURE IS:**

- ***To establishing procedures for notifying EMS Units of dangerous calls and procedures for maintaining a status check of the field units by the EMD at the CRCC.***
1.     When an EMS Unit is dispatched to a call where there is a potential risk of injury to the responding personnel, they shall be notified of the nature of the danger during the dispatch of the call or as soon as that information is made available to the EMD.
  2.     Since safety of responding Fire/EMS agencies and the public is a concern when dealing with potential dangerous calls, Fire/EMS agencies shall be advised to proceed in a non-emergency manner when answering calls which will require "staging" for law enforcement. The decision on the manner and code of the response rests with the responding agencies.
  3.     EMS Units, when on duty and not in quarters, will be tracked by the EMD. Their status and location or destination (if known) will be recorded in the CAD system.
  4.     Status checks will be performed when the unit is in route to or on scene at a call for more than ten (10) minutes.
  5.     If no contact is made when a status check is conducted, then the EMD shall attempt to make contact, via recorded landline or radio, with other field units on the scene. If the situation at the scene is under control, then no further action need to be taken by the Dispatcher.
  6.     If no contact can be made as detailed by the above procedures, and it cannot be clearly established that the emergency field unit is safe, then the nearest law enforcement unit will be dispatched to the scene to check on the welfare of the emergency Unit.

## **SECTION: 9.06**

TITLE: Notification of Medical Director and Emergency Manager

APPROVED BY THE CRCC BOARD ON: 12/16/2016

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### **THE PURPOSE OF THIS POLICY/PROCEDURE IS:**

- ***To establishing criteria and procedures for notifying the Medical Director and the Emergency Manager.***

1. CRCC Medical Director and Emergency Manager notification is required for the following:
  - 1.1 Any high level Multiple Casualty Incident(s) (MCI). This information must be relayed as soon as possible via EM Systems Banner.
    - 1.1.1 A multiple casualty incident (MCI) is an event in which the resources available are insufficient to manage the number of casualties or the nature of the emergency.
  - 1.2 Failure to use ProQA or MPDS for a medical call by an EMD.
  - 1.3 Any medical call resulting in a negative outcome to the patient due to a dispatch error by the EMD.
  - 1.4 Serious injury to a Firefighter or EMT or LEO on a scene resulting in transportation to a hospital.
2. Notification of Emergency Manager will be attempted first through the phone (a voicemail is sufficient and may be first). If no response in ten (10) minutes, then a secondary phone or home phone contact shall be attempted. This notification sequence shall continue every fifteen (15) minutes until contact is made with the Emergency Manager.
3. When the Emergency Manager is out of town, a contact number(s) will be provided to the CRCC or other designate.
4. Use of EM Systems Banner is sufficient notification for Medical Director of an MCI, unless specific urgent action of the Medical Director is required, as determined by CRCC supervisor or the Emergency Manager.
5. Notification of Medical Director for items 1.2, 1.3, and 1.4, can be made by phone, text, email, or other means, at the discretion of the CRCC supervisor and/or Emergency Manager, taking urgency and severity of situation into account



6. The Medical Director, or his on-call designee, can be reached by phone 24/7 through Albuquerque Base at 505-449-5710. Ask to be patched through to the "on-call EMS Consortium Physician"

### **SECTION: 9.07**

TITLE: Information Confidentiality

APPROVED BY THE CRCC BOARD ON: 12/16/2016

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***THE PURPOSE OF THIS POLICY/PROCEDURE IS:***

- ***To establish guidelines regarding confidentiality of information obtained by Emergency Medical Dispatchers at the CRCC.***

1. **Patient Confidentiality must be maintained.**
2. Information regarding any and all medical dispatch calls will only be discussed:
  - 2.1 With the EMD's Communications Supervisor
  - 2.2 With the CRCC Manager/ Director
  - 2.3 In Quality Assurance review and discussions
  - 2.4 With the CRCC's Medical Director
3. EMD's shall adhere to all State and Federal rules, regulations, guidelines, and laws concerning confidentiality of information obtained during the course of providing patient care as an EMD.
4. Any CRCC EMD who reveals any information outside of the above list will be subject to disciplinary action, up to and including dismissal.
5. All CRCC staff shall be instructed to comply with HIPAA and re-comply annually or during new hire orientation.

## **SECTION: 9.08**

TITLE: Notification of the Office of the Medical Investigator

APPROVED BY THE CRCC BOARD ON: 12/16/2016

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### **THE PURPOSE OF THIS POLICY/PROCEDURE IS:**

- ***To establish a policy and procedures for notifying the Office of the Medical Investigator (OMI).***

#### **1. POLICY**

It shall be the policy of the CRCC that at any time CRCC personnel are requested to notify the Office of the Medical Investigator (OMI) of a death that notification shall be done to Emergency Management and OMI immediately.

#### **2. PROCEDURES**

- 2.1 Should any field unit (law enforcement, fire, EMS) make a request for the CRCC to notify the OMI of a death; such notification shall be done immediately.
- 2.2 All request for OMI notification and the notification of the OMI shall be documented in the CAD system.
- 2.3 All OMI Notifications shall be made based upon the schedule provided by OMI on call.
- 2.4 If in the event a field deputy cannot be contacted in a timely manner, the CRCC supervisor can call central office at 800-432-5239. After this call is made try the other deputy on the schedule.

# NEW ITEMS 12 c.

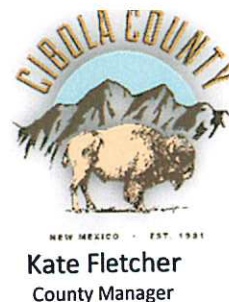
Resolution 18-46-Supporting Enhanced  
Public Safety in Schools



**Cibola County Commission**

Robert J. Armijo, Chairman  
Daniel J. Torrez, 1<sup>st</sup> Vice-Chair  
Jack P. Moler, 2<sup>nd</sup> Vice-Chair  
Robert Windhorst, Commissioner  
Martha Garcia, Commissioner

**Cibola County**  
**700 E. Roosevelt Ave., Suite 50**  
Grants, New Mexico 87020  
Phone (505) 287-9431 – Fax (505) 285-5434



**RESOLUTION NO. 18 –46**

**A RESOLUTION SUPPORTING “ENHANCED SAFETY IN PUBLIC  
SCHOOLS AS PROPOSED BY THE 2018 PUBLIC SAFETY POLICY  
COMMITTEE”.**

WHEREAS, The County of Cibola has sixteen area schools;

WHEREAS, The County of Cibola is in favor of enhancing school safety in  
our community, county and state;

WHEREAS, The County of Cibola asks the New Mexico state legislature to  
make “school Safety” a priority during the 2019 Legislature;

WHEREAS, The Chief of Grants Fire & Rescue attended the Public Safety  
Policy Committee on June 23<sup>rd</sup>, 2018 in Albuquerque, NM;

NOW, THEREFORE, BE IT RESOLVED THAT, The Governing Body of the  
County of Cibola, New Mexico approves this resolution and supports the effort to  
keep our children safer;

# Cibola County

700 E. Roosevelt Ave., Suite 50

Grants, New Mexico 87020

Phone (505) 287-9431 – Fax (505) 285-5434



Kate Fletcher  
County Manager

## Cibola County Commission

Robert J. Armijo, Chairman

Daniel J. Torrez, 1<sup>st</sup> Vice-Chair

Jack P. Moleres, 2<sup>nd</sup> Vice-Chair

Robert Windhorst, Commissioner

Martha Garcia, Commissioner

PASSED, APPROVED AND ADOPTED THIS 23rd day of August 2018

\_\_\_\_\_  
Robert Armijo, Chairman

\_\_\_\_\_  
Daniel Torrez, 1<sup>st</sup> Vice Chairman

\_\_\_\_\_  
Jack Moleres, 2<sup>nd</sup> Vice Chairman

\_\_\_\_\_  
Robert Windhorst, Member

\_\_\_\_\_  
Martha Garcia, Member

ATTEST:

\_\_\_\_\_  
Michelle E. Dominguez  
Cibola County Clerk

# NEW ITEMS 12 d.

Resolution 18-47 G.I.S. Data Share/Trade Policy





**BOARD OF COUNTY COMMISSIONERS  
RESOLUTION 18-47**

**GIS DATA SHARING POLICY and AGREEMENT**

**WHEREAS**, Geographic Information Systems (GIS) is a framework for gathering, managing, organizing, and analyzing geographic data; revealing patterns, relationships, and situations; and,

**WHEREAS**, Cibola County develops, maintains, and uses GIS data to support a variety of internal functions and public services across many departments; and,

**WHEREAS**, Cibola County seeks to establish a policy from which it will make GIS data available to governmental units, educational institutions, and non-profits engaged in cooperative or beneficial projects to the County and its residents; and,

**WHEREAS**, the power of a County as a body politic and corporate are exercised by the Board of County Commissioners. NMSA 1978, Section 4-38-1; and,

**WHEREAS**, the Board of County Commissioners represents the County and have care of county property and its management in the interest of the County where there is no other provision made by law. NMSA 1978, Section 4-38-18; and,

**WHEREAS**, the Board of County Commissioners may make orders concerning property belonging to the county as it may deem expedient. NMSA 1978, Section 4-38-13.

**NOW, THEREFORE, BE IT RESOLVED**, that the County of Cibola establishes a GIS Data Sharing Policy as follows.

1. **The following entities may benefit from this Policy.**
  - a. Any governmental entity within the County (municipality, school district, tribe, land grant, water association, conservancy district, etc.);
  - b. Any political subdivision or agency within the State of New Mexico;

- c. Any agency of the United States federal government;
- d. Any educational institution or student participating in a class project or internship;
- e. Any institution of higher learning within the State of New Mexico;
- f. Any non-profit engaged in Cibola County.

## **2. Anticipated Use of Information**

- a. benefitting entities should only use shared data to promote clearly definable, publically supported objectives and functions;
- b. benefitting entities should not use shared data in any way that misrepresents the integrity, quality, or accuracy of the shared data;
- c. benefitting entities are not authorized, for commercial purposes, to: copy, redistribute, resell, transfer, lease, or provide in whole or part to any other person or entity any shared data or related products. The County alone has the authority to distribute and sell County-owned digital data;
- d. benefitting entities are required to protect the shared data from unauthorized use by employees or associates of the benefitting entity, or by others not associated with this Policy. No employees or associates of the benefitting entity may use shared data for personal or private gain.

## **3. General Terms of Use**

- a. GIS data and other related material was created or compiled by the County with the intent of using the data for county government related activities, and not with for the use of the benefitting entity. Therefore, data is "As Is";
- b. GIS data remains the property of the County;
- c. Cibola County does not waive the protections of the Tort Claims Act;
- d. Cibola County makes no warranty as to the accuracy of the data.

**APPROVED, ADOPTED, AND PASSED** on this 23rd day of August, 2018.

**BOARD OF COUNTY COMMISSIONERS**

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Robert Armijo, Chairman

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Daniel Torrez, 1<sup>st</sup> Vice Chairman

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Jack Molerres, 2<sup>nd</sup> Vice Chairman

---

Robert Windhorst, Member

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Martha Garcia, Member

ATTEST:

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Michelle E. Dominguez  
County Clerk



**Benefitting Entity:**

\_\_\_\_\_  
**(Name)**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Signature of Authority)**

\_\_\_\_\_  
**(Title of Authority)**

# NEW ITEMS 12 e.

Cibola County Emergency Services Bylaws

# **Cibola County**

## **Fire and Emergency Services**

### **Bylaws**

Approved and Recommended

This 12 day of July, 2018

By the Cibola County Rural and Municipal Fire Chief Association

The Cibola County Fire Marshal Is

Recommending to

The Board of County Commissioners for

Approval and Adoption

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

Approved and adopted this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

By the Cibola County Board of County Commissioners



## **County of Cibola**

### **ESTABLISHING BYLAWS FOR THE CIBOLA COUNTY FIRE AND EMERGENCY SERVICES**

#### **BYLAWS APPROVAL AND ADOPTION**

The County Fire Departments in Cibola County are following a set of bylaws that were written for their fire department or they have no bylaws. During the process locating a set of bylaws for each County Fire Department it was determined the Bylaws were nonexistent or of those that were able to be located, they were each different and in most cases; outdated. By the adoption of these new Bylaws for the

Cibola County Fire Departments will ensure, the County Fire Districts and their personnel will be operating under a single set of By-Laws set forth in conjunction with the Cibola County Rural and Municipal Fire Chiefs Association, the Cibola County Fire Marshal's Office and the Cibola County Commission, that they will be governed by and will be following the same set of bylaws. The main goal with these bylaws is for the County Fire Departments to operate under a similar set of rules to more effectively and efficiently execute their duties in the general operation of the district, during all emergencies, special events and/or activities.

These Bylaws will work in conjunction with each Fire Departments' bylaws since each area is unique in operation and may have different response procedures for their particular area of responsibility.

**Concurred with and Recommended By:**

\_\_\_\_\_  
**Chief Joseph DeSoto,**  
President Cibola County  
Rural and Municipal Fire Chiefs Association

\_\_\_\_\_  
**Dustin W. Middleton**  
Cibola County Fire Marshal

***Approved, Adopted, and Passed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Board of County Commissioners of the County of Cibola***

\_\_\_\_\_  
Robert Armijo, Chairman

\_\_\_\_\_  
Attest: Michelle Dominguez, County Clerk

## **ARTICLE I ORGANIZATION**

### **Section 1: Organizational Name:**

The name of the organizations this pertains to are the Cibola County Fire and Emergency Services, to also be known as simply “The Fire Service”, officially named and so designated by order of the Cibola County Commission.

### **Section 2: Purpose of Organization:**

The Cibola County Fire Departments were created and established by the Cibola County Board of County Commissioners for the purpose of providing the necessary fire, rescue, medical and other emergency services for the residents of and visitors to Cibola County. The Fire Service shall act in accordance with all applicable federal and state laws, rules and regulations, county ordinances, plans, and policies.

Note;

*It must be remembered that volunteers were at the heart and beginning of this great nation, the United States of America, and volunteers still remain the mainstay and backbone of the nation.*

*Therefore; all volunteers must be respected and honored for their commitment to their respective communities, for their acts of duty, kindness and sense of responsibility and asking for nothing in return. Too many times these people are treated as if they were employees of a company or government drawing a wage for a living; they are not, they are people giving up their time from their families, friends and past time to give to the community. They are up at early hours of the morning fighting fires, working hazmat scenes, ensuring safety in flooded areas, reassuring a person they will be OK, to holding the hand of a dying victim and reassuring them that God is with them. These are our volunteers, this is what they do for you every day. Respect them and treat them as the unsung heroes of your community more so of this great nation, the United States of America. A simple thank you is more than enough pay for these people.*

*Walk up and just say Thank You, we appreciate your commitment.*

### **Section 3: Purpose of Bylaws:**

These bylaws are hereby recommended by the Cibola County Fire Marshal, the Cibola County Rural and Municipal Fire Chiefs Association and adopted by the Cibola County Commission for the explicit purpose of establishing the means by which the operational business of the Cibola County Fire Departments and the County Fire Marshal will be conducted. Nothing in these Bylaws is intended to conflict with Cibola County Policy and Procedures, however, if a conflict exists or is found, the County Policy shall prevail.

### **Section 4: District Preamble**

The Cibola County Fire Departments are fundamental to the County's ability to provide fire, rescue, medical and other emergency services to residents and visitors to Cibola County. It shall be the mission of the Cibola County Fire Departments to provide the highest quality emergency services to the residents, and visitors of Cibola County. The goals and objectives of the Fire Service shall be drafted to ensure each Department's mission is accomplished, and in doing so protect the lives and property of all its residents.



## **Section 5: Name:**

The name of an individual Fire Department shall remain the same name assigned by the County Commission at the time the Fire Department was created and/or amended by Commission action. There are presently (7) seven Cibola County Fire Districts that make up the Cibola County Fire and Emergency Services. (Bluewater Village VFD, Candy Kitchen VFD, Cubero VFD, El Morro Valley VFD, Fence Lake VFD, Lobo Canyon VFD and San Rafael VFD). All members of the County Fire Departments fall under the jurisdiction, policies, guidelines, rules and regulations of Cibola County, these bylaws, Cibola County Fire Marshal, and their respective department and county government. All members will follow the chain of command established by the Board of County Commissioners of Cibola County with the adoption of these bylaws.

## **Section 6: Fiscal Year, Property Ownership and District Management**

Cibola County Fire Departments receive operational funds from the State of New Mexico Fire Protection and EMS Funds as set forth in applicable state statutes and other state, federal and local sources. Cibola County is the fiscal agent, owner and maintains control of all such funds, regardless of source, and holds title to all property, including real property, equipment, apparatus, stations and other items purchased with such funds and utilized by the County Fire Departments to provide emergency services. [See New Mexico Attorney General Opinion 80-35 issued November 14, 1980 stating that, an independent fire district cannot own property in its own right.] The Fire Marshal of Cibola County is responsible for all activities of the Fire Departments and he/she acts in the capacity of fiscal administrator for all funds credited to the Departments. The Fire Chief of each Fire Department is accountable and responsible for the day-to-day operational management of that department and is responsible for the expenditure of public funds allocated to the respective department, in accordance with State and Cibola County Policy.

## **ARTICLE II RULES OF ORDER**

### **Section 1: Quorum**

A quorum consisting of 51 % of the members qualified to vote and in good standing, shall be required, to conduct business for the Fire District.

### **Section 2: Order**

The business of each Fire District shall be conducted in an orderly fashion and recorded by the District according to the resolutions and ordinances approved and adopted by the Cibola County Commission. The following is an example of the order by which business may be conducted by the Fire District.

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes



- D. Financial Report
- E. Response Report
- F. Communications
- G. Committee Reports
- H. Old Business
- I. New Business
- J. Adjourn

Other categories may be added or removed, as necessary.

### **Section 3: Conduct**

The Ranking Officer or designated person, present shall conduct the business meeting of the Fire Department. Meetings shall be conducted in accordance with the rules, regulations, resolutions or ordinances adopted and approved by the Cibola County Commission.

## **ARTICLE III MEETINGS**

### **Section 1: Business Meetings**

At a minimum, there shall be two regular business meetings held yearly. The date, time and location of the meetings shall be designated by the Fire Department Chief and may be changed provided a minimum forty-eight hours-notice is given to the membership.

### **Section 2: Special Meetings**

A special meeting may be held at the order or call of the County Fire Marshal, Department Chief or a majority of the Membership. A minimum seventy-two (72) hours' notice must be given to the membership.

### **Section 3: Training Meetings**

Fire and/or medical (if applicable) training meetings should be held at least once a month (minimum 12 trainings per year, to equal at least 24 hours of training), (required by State Fire Marshal) at the date, time and location designated by the Department Chief. District fire and medical trainings may be conducted in conjunction with other trainings offered by Federal, State, Regional or County Fire staff.

### **Section 4: Special Training Meetings**

Special fire and medical (if applicable) training meetings will be scheduled and held at dates, times and locations designated by the County Fire Marshal's Office, or by the District Chief. District fire and medical trainings may be conducted in conjunction with other trainings offered by Federal, State, Regional or County Fire staff.

### **Section 5: Emergency Meetings**

An emergency meeting which concerns the immediate welfare of the District may be called by the Ranking Officer at any time, provided notification is given to all District members who can be contacted personally by telephone, by radio or pager.

## **Section 6: Notice of Meetings**

Notice of scheduled business and training meetings shall be posted at the District Fire Station by the Ranking Officer two weeks, but no less than 48 hours, in advance of all scheduled meetings. The posted notice can be in the form of the Fire Districts yearly events calendar and it shall contain the date, time and location of the meeting.

## **Section 7: Attendance**

Regular business and training meetings shall be open to all members of the Fire District regardless of membership status. Additionally, business and training meetings shall be open to members of the general public, including prospective members who are interested in the business and operation of the Fire Department; other members of the Cibola County Fire Departments, and with approval of the Chief, other invited guests or speakers who may wish to address the membership.

## **Section 8: Cancellation of Meetings**

Cancellation of business and training meetings should be avoided. The Department Chief being unable to attend a meeting is not reason to cancel a meeting. A Ranking District Officer can run the meeting or training in the Chiefs absence. If a meeting has to be canceled all efforts to reschedule the meeting shall be made. When a meeting is canceled due to an emergency or other qualifying reason, notification must be made as soon as possible to all members. Notification should be in person, by telephone, by radio or by pager.

# **ARTICLE IV MEMBERS**

## **Section 1: Membership**

The operational success of the Cibola County Fire Departments depends heavily on the worthy services of those who are willing to volunteer their time, energy and resources to their communities. In consideration of the willingness of the volunteer members of the Department to provide such services without monetary compensation, the organizational structure of the Cibola County Fire Districts shall be based on democratic principles and shall take into consideration the concerns, ideas and needs of its members. However, such consideration shall not be given in lieu of the legal obligation of Cibola County to operate the Departments in accordance with all applicable rules, policies, regulations and laws of local, county, state and federal government and to do so with the purpose of providing a necessary public service to the residents of and visitors to Cibola County.

## **Section 2: Membership Application**

All residents of Cibola County shall be given an opportunity to volunteer their services to their communities with the Fire Department. Membership application for a particular County Fire District may be determined based on the applicant's proximity of home or work to the specific Fire District. Membership application and status within the Fire Service shall be determined based on



the applicant's ability and willingness to provide a service, the Applicant's volunteer and/or employment history, and a review by the County Fire Marshal. Consideration for membership shall be given to all applicants without regard to race, color, religion, national origin, ancestry, gender, age, sexual orientation, mental or physical disability, or medical condition unless based on a bona-fide occupational qualification. However, physical limitation may be used as a factor in determining the applicant's ability to function as a medical first responder, firefighter or as support staff.

**A. Application Process:**

New applicants for membership shall submit a completed Cibola County Fire Membership Application to the Cibola County Fire Marshal or to the Fire Chief of the Department to which he or she is applying. The new applicant for membership should be considered by the District Fire Chief with a recommendation to approved or disapproved at the next scheduled monthly business meeting following receipt of the application. Timely review of the application by the officers of the Fire District should be afforded the applicant and a recommendation made to the entire membership for their consideration prior to voting.

**B. Application Approval:**

Applicants that have been approved by the Fire Department membership shall be conditionally approved for membership pending a background check and final determination of the Fire Marshal of Cibola County.

**C. Insurance Coverage:**

Approved membership applications must immediately be filed with the County Fire Marshal to ensure members are covered under the County's Volunteer Insurance program.

**D. Application Denied:**

The applications of those who are not approved by the Fire District shall be forwarded to the County Fire Marshal in a timely manner. The County Fire Marshal shall review the application and consult with the District Chief on the reason for denial.

**E. Final Determination:**

Following a review of the applicant's employment and/or volunteer history, a final determination of membership status will be made by the Cibola County Fire Marshal, after consultation and recommendation of the Department Chief.



### **Section 3: Rights of Volunteer Members**

Each volunteer member shall have a right to voice his or her opinion and the right to fair and equitable treatment and consideration in the Department. Every volunteer member shall, based on status within a specific Fire District, have the right to initial and ongoing training in both fire and emergency medical services (if such service is provided) and shall be supplied necessary personal protective equipment. Every volunteer member has a right to enroll in the State of New Mexico Fire Fighter Retirement Program, although enrollment does not determine final eligibility. Eligibility for the retirement program is determined by the Public Employees Retirement Association (P.E.R.A.) based on strict requirements defined in the Volunteer Firefighter Retirement Act and further defined herein. Membership status in the Department is not determined by the member's eligibility for retirement benefits.

### **Section 4: Obligation of Volunteer Members:**

Each member has an obligation to attend business meetings, special meetings, training sessions/meetings and to respond to emergencies as requested in accordance with the requirements set forth within these Bylaws, and pursuant to guidelines unique to and approved by a Fire Department and are not in opposition to the policies, protocols, procedures, rules & regulations, guidelines and directives adopted by the Cibola County Fire Departments and authorized by the Cibola County Fire and Emergency Services.

### **Section 5: Oath of Office**

All Chiefs of the Department shall adhere to the bylaws, guidelines, policies, procedures, directives, rules and regulations as promulgated, adopted and approved by the Department as required by the Cibola County Fire and Emergency Services, and shall furthermore swear an oath to do so upon accepting membership in the Fire Department.

The Oath of Office shall be made available to all applicants prior to the swearing in event.

#### **OATH or AFFIRMATION**

I, \_\_\_\_\_ do solemnly swear (or affirm) that I will support the Constitution and Laws of the United States of America, the Constitution and Laws of the State of New Mexico and the Ordinances of Cibola County; that I will be obedient to the Policies, Orders, Rules and Regulations set forth by the Cibola County Fire Department Bylaws; and that I will faithfully and impartially discharge the duties of the office of \_\_\_\_\_, in which I am about to enter, to the best of my ability, so help me God.

## **Section 6: Status of Volunteer Members**

Department or District membership shall be determined and defined as one of the followings;

### **A. Active Duty:**

A volunteer member of the Fire Department, who performs firefighting and/or emergency medical services for the Department or District, routinely responds to emergencies within the Fire District, attends meetings regularly and otherwise meets the requirements listed below:

1. is at least 18 years of age;
2. meets all physical fitness requirements adopted by the County for this classification; (Per NFPA 1500, Standard on health and safety).
3. has completed the probationary period and all necessary training requirements;
4. attends a minimum of 50% of all regular business meetings;
5. attends a minimum of 50% of all required trainings;
6. responds to a minimum of 50% of all emergency responses for which that the member is responsible.
7. Has passed mandatory County and State training requirements and been checked-out on all vehicles and equipment assigned to use or operate;
8. Has a current New Mexico Driver's License or valid New Mexico ID, a clear driving and criminal record (3 Years) and has successfully completed an Emergency Vehicle Operation (EVO) program; Must have valid NM Drivers License with Class E endorsement to operate any fire department vehicle.
9. Pass a yearly SCBA fit test and remain SCBA qualified throughout the year. County to provide necessary equipment to fulfill this requirement

### **B. P.E.R.A. Qualified Duty:**

A member of the Department or District who meets the Active Duty requirements plus the requirements of the Volunteer Firefighters Retirement Act listed below and thus qualifies for PERA Volunteer Firefighter Retirement:

1. is at least 18 years of age; may start as early as 16 years of age
2. attends a minimum of 50% of all regular business meetings;
3. attends a minimum of 50% of all required trainings;
4. Responds to 50% of all emergency responses that the member is responsible.



**C. Limited Duty:**

A volunteer member of the Department or District who cannot meet the physical fitness requirement of an Active Duty firefighter and/or is not SCBA qualified but otherwise meets the requirements of an Active Duty member. Limited duty members perform important support services for the Department or District but cannot be interior firefighters. Limited duty members can hold elected office and provide support on the fire ground. Support services include, but are not limited to, incident command positions, pump operations, EMS, pulling and loading hose, tanker shuttle operations, assisting firefighters at the fire scene (not direct structural fire suppression operations) and other duties as assigned by the officer in command. Limited duty members shall be provided necessary personal protective equipment.

**D. Probationary:**

A volunteer member of the Department or District who is undergoing orientation and/or training in order to obtain Active or Limited Duty Status. The normal probationary period for a new member shall be six months. Probationary status can be extended if the volunteer member has not completed the State required training. Probationary members shall be provided personal protective equipment necessary for training purposes to ensure their safety during all training exercises. A member may also be placed in this status subsequent to a disciplinary process further defined herein. Exceptions may be granted for those members who transfer from one Fire District to another.

**E. Restrictions:**

A volunteer member of the Department who becomes a full time, paid firefighter for the County may be limited in the duties he or she performs as a volunteer member of a Fire District.

**F. Junior Firefighter:**

Is a junior volunteer member of the Department who has reached the minimum age of sixteen (16) but is less than eighteen (18) years old and has the permission of at least one parent or guardian. Jr. FF must complete a membership application and at least one parent or legal guardian must sign a Department approved waiver prior to participation in any Department related activity. Jr. FF cannot be firefighters; they can however, receive fire training and provide support services on the fire ground similar to those provided by Limited Duty members. Jr. FF shall always be paired with an Active or Limited Duty member. May be PERA eligible.

**G. Auxiliary / Support Members:**

A volunteer member of the Department who provides administrative or other support services for the Department. Auxiliary members may participate in all



Department social activities, meetings, and training. Participation in any emergency scene, including fire ground activity, is strictly limited and restricted to an area designated as a safe zone.

Auxiliary members **may not** engage in firefighting or emergency medical service related activities. However, they may assist with District or Department record keeping, database entry, purchasing, fundraising, public education activities or other District or Department related administrative duties. Auxiliary members may also be Active members of a Fire Department if all qualifications are met.

#### **H. Charter:**

Founding or original members of a Cibola County Fire District are hereby accorded the status of Charter Member with all rights, privileges and obligations of a retired member of the department.

#### **I. Honorary:**

Those persons who have been so recognized by a vote of the majority of the members of a Fire District who are in good standing and eligible to vote at a regular meeting at which a quorum of members is present. This honor may be bestowed upon anyone who, in the opinion of the elected officers and membership of the Fire District, has made a significant contribution to the efforts of the Fire District.

#### **J. Retired:**

Those persons who have been members of the Department for ten (10) or more years, have reached the minimum age of fifty-five (55) and have requested retirement status from P.E.R.A. or have incurred from any cause a disability which prevents them from performing the normal duties and responsibilities of an Active or Limited Duty member. The determination for eligibility for retired status due to a medical condition shall be based on the evidence submitted by the member for consideration or upon reported evidence of inability to perform tasks at an acceptable level. A retired member of a District may continue service in accordance with the Volunteer Fire Fighters Retirement Act. Retired members who remain active may participate in meetings and functions and shall have all the rights, insurance coverages and voting privileges of any member of the district for the purpose of Fire District business. PERA credits will no longer be received once retired.

### **Section 7: Leave of Absence**

Members may submit a written request for a leave of absence (LOA) to the Department

Chief who in turn will inform the Fire Marshal when personal; employment, or other circumstances prevent them from fulfilling the requirements of their membership status for an extended period of time. Members who are granted a LOA by the Department Chief are required to return all Department owned equipment and personal protective equipment issued by the Department. Upon reinstatement equipment will be re-issued to the member. Members who have been on a LOA may return to the Department or District with no loss of seniority, except for the time lost while on the LOA and shall have their voting privileges and status reinstated upon return. If the LOA has been for a period greater than six months, not to exceed (1) one year, the member shall be required to perform a standard vehicle and equipment recertification prior to reinstatement. If the member is on LOA due to Active Military Duty, said member may return to the Department or District with no loss of seniority and shall have their voting privileges and status reinstated upon return.

## **ARTICLE V        DISTRICT OFFICERS**

### **Section 1:    District Officers**

The Officers of the Fire Departments shall have general supervisory responsibility for the operation of a specific County Fire District, including the responsibilities and authorities granted to the Department Chief in Cibola County Fire and Emergency Services. Other responsibilities and duties of District Officers have been defined in the Cibola County Fire & EMS Job Classification Specifications for those officers. Department Officers may assume additional duties and responsibilities as necessary to administer and coordinate daily operations unique to a Fire District in order to ensure the department's mission is accomplished and/or to ensure the Fire District's ability and readiness to respond to emergencies within that District so long as those duties and responsibilities are not in conflict with Cibola County Fire and Emergency Services Policy and Procedures. All elected and appointed officers must meet the job and training qualifications as required to perform the duties of that office. Exceptions to the job and training qualifications may be made for good cause but they will have to be approved in writing by the County Fire Marshal. An example of an exception is a newly established fire district or where there are no experienced or qualified personnel within a fire district.

### **Section 2:    Composition of Elected District Officers**

The Officers of each County Fire District shall consist of the following providing there are enough qualified personnel (Districts that have more than one Main Station will require additional officers):

1.     Fire Chief
2.     Assistant Fire Chief
3.     One or more Captains (Fire Captain, EMS Captain, etc.)



4. One or more Lieutenants (Fire Lt., EMS Lt., etc.)
5. Training Officer (may have rank of Lieutenant or higher)

### **Section 3: Composition of Appointed District Officers**

The Appointed Officers of each County Fire District may include the following:

1. Secretary
2. Financial Officer or Treasurer
3. One or more Captains
4. One or more Lieutenants
5. One or more Engineers

### **Section 4: Approval Required for District Fire Chief**

In accordance with Cibola County Fire and Emergency Services, the Chief of each Fire Department must be approved and appointed through the County Fire Marshal and recognized by the Board of County Commissioners.

### **Section 5: Limitations**

There shall be no more than one Chief and one Assistant Chief per County Fire Department. In accordance with Cibola County Fire and Emergency Services Bylaws.

### **Section 6: Term of Office**

1. The term of office for each Department Officer shall be two years
2. Terms shall begin on January 1<sup>st</sup> of that calendar year and subsequently shall expire on the 31<sup>st</sup> day of December of the following year.
3. There shall be no limitation to the number of terms a member may be elected or appointed to office.

## **ARTICLE VI ELECTION, APPOINTMENT AND DUTIES of OFFICERS**

### **Section 1: Election of District Officers**

Election of Department Officers shall be conducted as follows:



1. A candidate for office must be a volunteer member of the Fire Department and must be an Active or Limited Duty member in good standing.
2. Eligible voters: only those Active or Limited Duty volunteer members of the Department who have met the requirements of said membership and are in good standing may participate in the nomination officers and/or vote in the election.
3. A candidate for office is prohibited from nominating himself/herself for any office.
4. A candidate for a specific office must meet the minimum job requirements of the office or must be granted a waiver from the County Fire Marshal.
5. Nomination of candidates for office shall be held November of every other year at a special meeting called to nominate candidates for the District Fire Officer positions. This meeting shall be known as the Nomination Meeting. (May be held after any Business or Training meeting in November)
6. Election of officers shall be held in December of every other year at the Fire District's normal business meeting. This meeting shall be known as the Election Meeting.
7. Elections shall be conducted by secret ballot. However, if only one person is nominated for office that person may be elected by a vote of affirmation of the members present.
8. Any person receiving the greatest number of votes for a particular office cast by a quorum of members eligible to vote and present at the Election Meeting shall be elected to that office.

## **Section 2: Appointed Staff Officers**

The following officers may be appointed by the Department Chief and individually approved or disapproved by the members eligible to vote or elected general membership at the discretion of the Fire Department to perform duties consistent with said office:

1. Secretary
2. Treasurer or Financial Officer
3. Staff Captain(s)
4. Staff Lieutenant(s)
5. Engineer(s)

## **Section 3: Vacancies**

If for any reason an elective office is vacated, an election shall be held at the next regularly scheduled business meeting or at a special meeting, at which a quorum of members eligible to vote is present, to elect an officer to serve out the remainder of the vacated term. A vacancy in the office of District Chief must be filled pursuant to the provisions Article V Section 4 below. Relating to the approval of the County Commission.

#### **Section 4: Duties**

The duties of the District Officers are defined as follows and may be further defined or updated in the County Fire Department job descriptions of same:

*1. Department Chief:*

- A. Assumes responsibility for and supervises the activities of administration, personnel, budget, training, and emergency responses for the District.
- B. Ensures the District operates under the Chain of Command set forth by these Bylaws and that emergency scenes are managed utilizing the Incident Command System and relevant safety/operational procedures.
- C. Chairs all Department business meetings.
- D. Ensures all Department apparatus, equipment and stations are routinely inspected.
- E. Appoints such standing committees as needed to perform special functions for the Department.
- F. Appoints members to perform as staff officers for the Department.
- G. Is an ex-officio member of all standing committees.
- H. Attends or appoints a representative to attend the Cibola County Rural and municipal Fire Chiefs' Association meeting.
- I. Exercises those duties and responsibilities as outlined in the Department Chiefs Job description under the direction of the Fire Marshal.
- J. Is responsible for the completion and submission of all required or requested reports to meet the designated timelines established. (i.e.: fire reports, PERA reports, EMS reports, reimbursement request etc.)
- K. All other duties as assigned.

*2. Assistant Department Chief:*

- A. In the absence of the Chief shall assume all duties and responsibilities thereof.
- B. Supervises training of new members including the assignment of mentors for each new member.
- C. Is responsible for supervising the maintenance of apparatus, equipment and stations for the District.
- D. Exercises those duties and responsibilities as outlined in the Assistant Department Chief job description under the direction of the Department Chief.
- E. All other duties as assigned.



3. Captain(s):
  - A. In the absence of a superior officer, shall assume all duties and responsibilities thereof.
  - B. Plans and conducts necessary Department training.
  - C. Schedules and posts Duty Section Roster as applicable.
  - D. Exercise those duties and responsibilities as outlined in the Captain's job description under the direction of the Chief.
  - E. All other duties as assigned.
4. Lieutenant(s):
  - A. In the absence of a superior officer, shall assume all duties and responsibilities thereof.
  - B. Exercises those duties and responsibilities as outlined in the Lieutenant's job description under the direction of the Chief.
  - C. All other duties as assigned.
5. Engineer(s):
  - A. Is responsible for one or more apparatus within a Fire District as assigned by the Chief.
  - B. Is responsible for the coordinating and planning necessary department training for pump operations and emergency vehicle operation under the supervision of the Chief.
  - C. All other duties as assigned.
6. Training Officer(s):
  - A. Is responsible for preparing fire training as assigned by the Chief
  - B. Is responsible for conducting fire training, etc.
  - C. Is responsible for conducting fire prevention education training for the Fire Department
  - D. All other duties as assigned.

## **ARTICLE VII Jr. Firefighter PROGRAM**

### **Section 1:**

Jr. Firefighter, as defined earlier within these bylaws, shall follow all applicable Department Rules, Regulations, Policies, Directives and Guidelines as adopted by the Cibola County Fire Department Bylaws.



## **Section 2:**

Those persons who have attained the age of sixteen (16) and have the permission of at least one parent or guardian, may apply for Jr. FF status in the Department. Jr. FF may not participate in emergency responses except under the direct and constant supervision of a line officer. Jr. FF shall not drive any Department vehicle

Under any circumstance and may not operate equipment except under direct supervision during training exercises. **The safety of Jr. FF is of the utmost importance. District officers will make every effort to ensure the safety of Jr. FF at emergency scenes and during training.**

## **Section 3:**

New Jr. FF must complete a Department application, have the written approval of at least one parent or guardian and complete an oral interview with Fire Department officers prior to appointment to a six-month probationary status. Jr. FFs will not be issued personal protective equipment, badges, or pagers while in probationary status. Jr. FF must attend fifty percent (50%) of business and training meetings during which time they will be evaluated to determine their eligibility of Active Jr. FF Status. Jr. FFs who reach their 18<sup>th</sup> birthday and have successfully completed Firefighter I training will be moved to Active status within the District following approval of the membership.

## **Section 4:**

A mentor from the Fire District will be assigned to each Jr. FF during the Jr. FF's probationary period. Such mentor for the Jr. FF shall be appointed and supervised by the District Chief.

## **Section 5:**

During probation, monthly evaluations of the Jr. FF may be conducted by the assigned mentor and submitted to the District Chief. Testing of fire and medical training proficiency as well as testing the Jr. FF's ability to perform station and vehicle maintenance shall be noted in the evaluations. Following the probationary period Jr. FFs remain subject to random testing and evaluation.

## **Section 6:**

Jr. FFs must maintain a 2.0 grade point average (g.p.a.) or better in their schoolwork in order to remain in good standing with the Department.

# **ARTICLE VIII DISCIPLINE AND REMOVAL OF MEMBERS**

## **Section 1: Detrimental and Improper Conduct**

Each member shall be held accountable and responsible for his/her individual actions. No

officer or member of the Fire Service shall be exempt from these requirements.

In cases where County property, other department members or citizens or their property are at risk because of the members actions, the Officer in Charge shall put the member on immediate dismissal until a hearing is held and a decision is rendered pursuant to Article VIII Section 3 of this policy.

All conduct detrimental to the welfare and operation of the Fire Departments and Cibola County requiring disciplinary action shall be reported to and handled by the Chief of that Department and the Cibola County Fire Marshal's Office.

The following shall be considered conduct detrimental to the welfare and operation of the Departments and Cibola County and shall be cause for disciplinary action up to and including immediate suspension and/or dismissal.

1. Insubordination (Failure to follow a direct order of a superior officer);
2. Failure to perform his/her duty; Dereliction of duty;
3. Failure to follow county's standards, policies and procedures and/or a Chiefs/Officer's directive;
4. Performing any membership function while under the influence of alcohol, controlled substances and/or mind-altering substances;
5. Negligence in the performance of duty including negligence in the operation of County vehicles or equipment;
6. Negligence or failure to adhere to established safety rules or regulations as well as willful unsafe conduct;
7. Misuse or mismanagement of Department funds;
8. Conduct unbecoming an officer or member of the Department; sexual misconduct;
9. Actions that unnecessarily endanger the member, other members, and/or the public.

## **Section 2: Disciplinary Process:**

The Departments subscribe to the concept of progressive discipline and it should be practiced as a corrective measure whenever possible. However, as noted in Section 1, there are instances when a disciplinary action, including immediate dismissal, is appropriate without first having imposed a less severe form of discipline.

### **A. Oral Warning/Reprimand:**

An oral warning or reprimand is used to correct minor infractions of performance, conduct or behavior. Members should be notified that further instances may require additional progressive discipline.



**B. Written Reprimand:**

A member shall receive a written reprimand when an infraction is of a greater degree of seriousness than that for which an oral reprimand may be used, or if a previous oral warning/reprimand was not effective as a corrective action.

The officer and Chief shall meet with the member to issue the written reprimand. The member should be asked to sign the document to acknowledge receipt. The member's signature does not necessarily indicate concurrence with the content. If the member refuses to sign the document, the Chief and officer will date and sign the document to verify reprimand was issued, in person, to the member and forwarded to the County Fire Marshal. A copy of the reprimand should be placed in the member's file for a period of 24 months after which, if no other written reprimands have been issued during that period, the document shall be destroyed.

**C. Examples of Infractions Requiring Corrective Action**

The following instances shall warrant the initiation of a formal progressive disciplinary process. Discipline may include a demotion, temporary suspension or dismissal from the Department.

1. Failure of a member to attend required meetings, trainings or to respond to emergency responses as required maintaining the member's status in the Department.
2. Failure to follow the requirements of a previous disciplinary action.
3. Misuse or abuse of Department equipment or apparatus.
4. Misuse of or abuse of Department insignia, identification, or privilege.
5. Misuse or abuse of an emergency vehicle operator permit.
6. Interference with the duties of a law enforcement officer.
7. Misrepresentation of authority and/or any act that implies an inappropriate level of authority and/or intimidates a member of the public.
8. Misuse or abuse of communication equipment and/or violating Department's communication standards.
9. Failure to report damage to any station, Department vehicle or equipment caused by the member or another member of the Department.
10. Willful falsification of Department or District records or reports.
11. Theft of, unapproved appropriation of, or modification to, Department equipment, vehicles, stations, records or supplies.
12. Failure to follow and/or comply with state and county procurement codes, rules and regulations.
13. Misrepresentation of qualifications, level of training or licensure or experience.



14. Harassment (physical, mental or sexual) of another member of the Department or other department.
15. Negligent damage to property and/or person(s);
16. Failure to report duty injuries, accidents or vehicle collisions;
17. Unauthorized use or abuse of County property (e.g. cell phones, vehicles, equipment).
18. Fighting while on-duty or on County property;
19. Failure to report loss of driver's license
20. Operation of a County vehicle or a private vehicle while on fire department business without a valid driver's license.
21. Acceptance of a bribe or kick-back;
22. Use of official position or authority for personal profit or advantage;
23. Theft or destruction of County property;
24. Being convicted of a felony or misdemeanor;
25. Falsification of official documents;
26. Lying to a superior officer.

**D. Disciplinary Process and Decision:**

Step 1: The Department Chief shall initiate an investigation to gather information regarding the infraction and shall appoint a district officer to assist in the investigation. The Department officer shall obtain written statements from the offending member and any witnesses as part of the investigation process. (an officer or an independent investigator may investigate).

Step 2: If the allegations are substantiated, the officer shall review the information with the Chief to determine the appropriate disciplinary action to be taken.

Step 3: The officer and Chief should meet with the member to review the information and allow the member an opportunity to respond verbally or in writing and have witnesses and a representative of his choosing at the meeting.

**Section 3: Formal Grievance and Appeal Process**

This formal grievance and appeal process is applicable for disciplinary actions that include suspension, demotion or dismissal from the Department. Members who have completed the probationary period as required in Article IV, Section 6, Paragraph D, have the right to the grievance and appeal process. Fire Chief of aggrieved person will be informed and involved in appeal process.

**A. Request for Hearing**

The member shall file a formal written request for hearing with the Fire Marshal within three (3) working days of receipt of the disciplinary action.

**B. Schedule Hearing**

Within seven (7) working days of receipt of the written request, the Fire Marshal shall schedule a hearing date, time and location to hear the aggrieved.

**C. Hearing**

The Fire Marshal, or his designated hearing officer, shall hear the aggrieved and the evidence and information provided by the District Chief. If a hearing officer has heard the aggrieved, a written recommendation shall be forwarded to the Fire Marshal within 24 hours.

**D. Decision**

The Fire Marshal shall then have three (3) days to consider the information and render a written decision to the aggrieved and the Department Chief. The decision of the Fire Marshal is final and cannot be appealed, except as provided by NMSA 1978, Section 39-3-1.1 (1999) (see appendix).

**Section 4: Removal of District Fire Chief**

Department Fire Chiefs may be removed from office by a majority vote of the Board of County Commissioners, given reason and proper documentation, held pursuant to the requirements of NMSA 1978 Section 10-15-1 ET. seq. (see appendix)

**Section 5: Criminal Charges or Convictions**

In general, the private life of a member of the Department is considered personal and outside the jurisdiction and authority of the county. However, when a member's action or behavior may have a detrimental effect on the Department, another member of the Department, the County, or when an applicant has applied for membership, such action and/or behavior shall be considered when reviewing an application for membership, or the corrective or disciplinary action or termination of that member.

Any criminal conviction occurring prior to application for membership must be disclosed by the applicant at the time of application. The information will be considered confidential by the Department, Fire Marshal, and will not be shared unless it is considered to be public information by state statute, by the State Attorney General, by the County Attorney or by court of law. It should be noted that any individual who has been convicted of a crime and has subsequently served his/her sentence has the right to be considered for membership by the Fire Department. However, the Department and Fire Marshal's office reserves the right to use past criminal conduct, behavior and/or conviction as a reason to deny an application for membership.

## **ARTICLE IX AMENDMENT OF BYLAWS**

### **Section 1: County Commission**

These Bylaws may only be amended by formal action of the Cibola County Commission.

### **Section 2: Cibola County Rural and Municipal Fire Chiefs' Association**

Recommendations to amend these Bylaws may be formalized by a majority vote of the Cibola County Rural and Municipal Fire Chiefs Association, approved by the Cibola County Fire Marshal and forwarded to the Cibola County Commission for formal approval and adoption by resolution



## APPENDIX

NMSA 1978, Section 39-3-1.1 (1999)

New Mexico Statutes 39-3-1.1. Appeal of final decisions by agencies to district court; application; scope of review; review of district court decisions

A. The provisions of this section shall apply only to judicial review of agency final decisions that are placed under the authority of this section by specific statutory reference.

B. Upon issuing a final decision, an agency shall promptly:

- (1) prepare a written decision that includes an order granting or denying relief and a statement of the factual and legal basis for the order;
- (2) file the written decision with the official public records of the agency; and
- (3) serve a document that includes a copy of the written decision and the requirements for filing an appeal of the final decision on:
  - (a) all persons who were parties in the proceeding before the agency; and
  - (b) every person who has filed a written request for notice of the final decision in that particular proceeding.

C. Unless standing is further limited by a specific statute, a person aggrieved by a final decision may appeal the decision to district court by filing in district court a notice of appeal within thirty days of the date of filing of the final decision. The appeal may be taken to the district court for the county in which the agency maintains its principal office or the district court of any county in which a hearing on the matter was conducted. When notices of appeal from a final decision are filed in more than one district court, all appeals not filed in the district court in which the first appeal was properly filed shall be dismissed without prejudice. An appellant whose appeal was dismissed without prejudice pursuant to the provisions of this subsection shall have fifteen days after receiving service of the notice of dismissal to file a notice of appeal in the district court in which the first appeal was properly filed.

D. In a proceeding for judicial review of a final decision by an agency, the district court may set aside, reverse or remand the final decision if it determines that:

- (1) the agency acted fraudulently, arbitrarily or capriciously;
- (2) the final decision was not supported by substantial evidence; or
- (3) the agency did not act in accordance with law.

E. A party to the appeal to district court may seek review of the district court decision by filing a petition for writ of certiorari with the court of appeals, which may exercise its discretion whether to grant review.

A party may seek further review by filing a petition for writ of certiorari with the supreme court.

F. The district court may certify to the court of appeals a final decision appealed to the district court, but undecided by that court, if the appeal involves an issue of substantial public interest that should be decided by the court of appeals. The appeal shall then be decided by the court of appeals.

G. The procedures governing appeals and petitions for writ of certiorari that may be filed pursuant to the provisions of this section shall be set forth in rules adopted by the supreme court.

H. As used in this section:

- (1) "agency" means any state or local public body or officer placed under the authority of this section by specific statutory reference;
- (2) "final decision" means an agency ruling that as a practical matter resolves all issues arising from a dispute within the jurisdiction of the agency, once all administrative remedies available within the agency have been exhausted. The determination of whether there is a final decision by an agency shall be governed by the law regarding the finality of decisions by district courts. "Final decision" does not mean a decision by an agency on a rule, as defined in the State Rules Act [14-4-1 NMSA 1978]; and

(3) "hearing on the matter" means a formal proceeding conducted by an agency or its hearing officer for the purpose of taking evidence or hearing argument concerning the

NMSA 1978 Section 10-15-1ET. Formation of public policy; procedures for open meetings; exceptions and procedures for closed meetings. dispute resolved by the final decision.

E. A public body may recess and reconvene a meeting to a day subsequent to that stated in the meeting notice if, prior to recessing, the public body specifies the date, time and place for continuation of the meeting and, immediately following the recessed meeting, posts notice of the date, time and place for the reconvened meeting on or near the door of the place where the original meeting was held and in at least one other location appropriate to provide public notice of the continuation of the meeting. Only matters appearing on the agenda of the original meeting

# NEW ITEMS 12 f.

Resolution 18-48  
Authorizing County Manager to Execute Contracts; Grant  
Agreements; Memoranda of Understanding; Joint Powers  
Agreements; Settlement Agreements; Purchases



**Cibola County Commission**

Robert J. Armijo, Chairman  
Daniel J. Torrez, 1<sup>st</sup> Vice-Chair  
Jack P. Moleres, 2<sup>nd</sup> Vice-Chair  
Robert Windhorst, Commissioner  
Martha Garcia, Commissioner

**Cibola County**  
**700 E. Roosevelt Ave., Suite 50**  
Grants, New Mexico 87020  
Phone (505) 287-9431 – Fax (505) 285-5434



**CIBOLA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**RESOLUTION NO. 18-48**

**EXECUTION OF CONTRACTS; GRANT AGREEMENTS; MEMORANDA OF  
UNDERSTANDING; JOINT POWERS AGREEMENTS; SETTLEMENT  
AGREEMENTS; PURCHASES**

**WHEREAS**, the Cibola County Board of Commissioners met upon notice of meeting duly published at the Cibola County Administration Building, 700 East Roosevelt Avenue, Suite 50, at 5:00 p.m. as required by law; and,

**WHEREAS**, the Board of County Commissioners of the County of Cibola exercises the powers of the County as a body politic and corporate pursuant to NMSA 1978, Section 4-38-1(1884); and,

**WHEREAS**, the Board of County Commissioners is statutorily charged with examining and settling all accounts of receipts and expenses of the county and all accounts chargeable against the county pursuant to NMSA 1978, Section 4-38-16 (1876); and,

**WHEREAS**, the Board of County Commissioners is the body that is statutorily charged with making such orders concerning the property belonging to the county as it deems expedient pursuant to NMSA 1978, Section 4-38-13 (1876); and,

**WHEREAS**, the Board of County Commissioners is statutorily authorized to "employ and set the salary of a county manager to conduct the business of the county, to serve as personnel officer, fiscal director, budget officer, property custodian and to act generally as the administrative assistant to the board, aiding and assisting it in the exercise of its duties and responsibilities;" and,

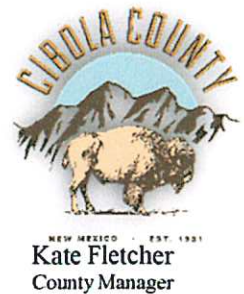
**WHEREAS**, NMSA 1978 Section 13-1-125 (2007) exempts certain small purchases from the bidding requirements the Procurement Code so long as those purchase are made in compliance with regulations set forth by Cibola County; and,

**WHEREAS**, the Board of County Commissioners promulgated regulations which delineate the manner in which procurement of items of tangible personal property, services and construction are procured by the County.

## Cibola County Commission

Robert J. Armijo, Chairman  
Daniel J. Torrez, 1<sup>st</sup> Vice-Chair  
Jack P. Moleres, 2<sup>nd</sup> Vice-Chair  
Robert Windhorst, Commissioner  
Martha Garcia, Commissioner

**Cibola County**  
**700 E. Roosevelt Ave., Suite 50**  
Grants, New Mexico 87020  
Phone (505) 287-9431 – Fax (505) 285-5434



**NOW, THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners of the County of Cibola:

1. The County Manager is expressly authorized to procure and execute contracts for *budgeted* items of tangible personal property, services and construction on behalf of Cibola County in the amount of Twenty Thousand Dollars (\$20,000) or less.
2. The Board of County Commissioners retains authority to enter into contracts for *budgeted* items of tangible personal property, services and construction on behalf of Cibola County in excess of Twenty Thousand Dollars (\$20,000).
3. The Board of County Commissioners retains the authority to enter into contracts, for *unbudgeted* items of tangible personal property, services and construction, unless the purchase constitutes an emergency procurement pursuant to the Code, in which instance the County Manager may make such purchase.
4. All procurements shall be made pursuant to the County's Purchasing Regulations and the New Mexico Procurement Code NMSA 1978 Sections 13-1-28 *et. seq.*, and the County's Certified Purchasing Officer must sign off on all contracts to confirm conformance with the Procurement Code.
5. The authority to enter into legal settlement agreements and/or pay insurance deductibles for amounts of Twenty-Five Thousand Dollars (\$25,000) or less is delegated to the County Manager. Any settlement agreement entered into pursuant to this resolution shall be presented to the Board at its next regular meeting after the date of execution by the County Manager.
6. The Board of County Commissioners retains the authority to enter into legal settlement agreements in excess of the County Manager's Authority.
7. The County Manager may prepare and submit applications for grants, though the determination whether to execute a grant agreement rests solely within the discretion of the Board of County Commissioners.
8. The Board of County Commissioners retains the authority to enter into Memoranda of Understanding, Memoranda of Agreement and Joint Powers Agreements.
9. All Contracts, Memoranda of Understanding, Memoranda of Agreement and Joint Powers Agreements must be submitted to legal counsel for review.



**Cibola County Commission**

Robert J. Armijo, Chairman  
Daniel J. Torrez, 1<sup>st</sup> Vice-Chair  
Jack P. Moleres, 2<sup>nd</sup> Vice-Chair  
Robert Windhorst, Commissioner  
Martha Garcia, Commissioner

**Cibola County**  
**700 E. Roosevelt Ave., Suite 50**  
Grants, New Mexico 87020  
Phone (505) 287-9431 – Fax (505) 285-5434



**APPROVED, ADOPTED AND PASSED** on this 23<sup>rd</sup> of August, 2018.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
ROBERT ARMIJO, CHAIRMAN

\_\_\_\_\_  
DANIEL TORREZ, 1<sup>ST</sup> VICE CHAIR

\_\_\_\_\_  
JACK MOLERES, 2<sup>ND</sup> VICE CHAIR

\_\_\_\_\_  
ROBERT WINDHORST, COMMISSIONER

\_\_\_\_\_  
MARTHA GARCIA, COMMISSIONER

ATTEST BY:

\_\_\_\_\_  
MICHELLE E. DOMINGUEZ, COUNTY CLERK



NEW  
ITEMS  
12 g.

FY19 DWI Grant Agreement 19-D-G-04

SUSANA MARTINEZ  
GOVERNOR



DUFFY RODRIGUEZ  
CABINET SECRETARY

RICK LOPEZ  
DIRECTOR

JOLENE SLOWEN  
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 8, 2018

The Honorable Commissioner Robert Armijo  
Cibola County Commission Chair  
700 R Roosevelt  
Grants, NM 87020

Dear Commissioner Armijo:

Enclosed are two DWI Grant Agreements for the project #19-D-G-04 for your review and approval. **Please note that original signatures and notarization are required on page 9 of both copies of the Agreement.** After signature and notarization, please return both original copies of the Agreement to us for execution. We will send one fully executed copy of the Agreement for your files.

Reimbursement requests for expenditures made prior to the full execution of the DWI Grant Agreement will not be accepted.

If you have any questions or require additional information, please feel free to contact Malia Melhoff, DWI Program Manager of my staff at (505) 827-4947.

Sincerely,

A handwritten signature in dark ink, appearing to read "Rick Lopez", written over a horizontal line.

Rick Lopez, Director  
Local Government Division

xc: Michael Dodds, DWI Coordinator  
File

Enclosures

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
DWI GRANT PROGRAM

DWI GRANT AGREEMENT  
Project No. 19-D-G-04

**THIS GRANT AGREEMENT** is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the **DIVISION**, and the County of Cibola, hereinafter called the **GRANTEE**.

**WITNESSETH:**

**WHEREAS**, this Grant Agreement is made by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, and the Grantee, pursuant to the Local Driving While Intoxicated ("LDWI") Grant Program Act Sections 11-6A-1 through 11-6A-6, NMSA 1978, as amended (the "Act") and the LDWI Grant Program Regulations 2.110.4 NMAC (the "Regulations"); and

**WHEREAS**, on April 24, 2018, the DWI Grant Council awarded the Grantee **\$62,000.00** to support programs to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico ("Project"); and

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**ARTICLE I - SCOPE OF WORK**

- A. The Grantee agrees that it will implement, in all respects, the activities outlined in its Project Description, attached hereto as Exhibit "A" and made a part of this Grant Agreement.
- B. The Grantee agrees to make no change to the Project Description herein described without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change.

**ARTICLE II - LENGTH OF GRANT AGREEMENT**

- A. The term of this Grant Agreement shall become effective on the date signed by the Division and will terminate on June 30, 2019.
- B. In the General Appropriation Act of 2018, Section 3. General Provisions C. states, "Amounts set out in Section 4 of the General Appropriation Act of 2018, or so much as may be necessary, are appropriated from the indicated source for expenditure in the fiscal year 2019 for the objects expressed". Per the "Act", any unexpended funds at the end of a fiscal year, revert to the Local DWI Grant Fund.



### **ARTICLE III - REPORTS**

#### **A. Evaluation**

1. The Grantee agrees to systematically collect, analyze and use data to examine programs, initiatives and policies by looking at both the process and the outcomes to assess their effectiveness. The Grantee agrees to review and update the existing evaluation plan periodically throughout the fiscal year.
2. The Grantee agrees that data entered into the DWI Screening Program which includes the Managerial Data Set (MDS) Database, is complete and accurate to allow the Department of Finance and Administration's (DFA) designated evaluation contractor to develop and implement an evaluation system and/or to provide relevant reports derived from the available data.
3. In order that the Division may adequately evaluate the progress of the Local DWI grant program statewide, the Grantee shall provide within 30 days, upon request of DFA's evaluator(s), information and access to program records and records of contractors working for the Grantee, provided that such information will not contain any "individually identifiable health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant to HIPAA, the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Regulations").

#### **B. Progress Reports**

1. In order that the Division may adequately evaluate the progress of the Grant Agreement, the Grantee shall be required to provide periodic quarterly Progress Reports to the Division. The Progress Reports shall contain a narrative and/or bulleted highlights of accomplishments and/or problems and delays encountered to date, a detailed budget breakdown of expenditures to date which includes expenditure back-up documentation, a summary of any fees collected and/or expended, the DWI Screening Program Quarterly Report, the MDS Quarterly Report, LDWI Planning Council meeting agendas and minutes, attached hereto as Exhibit "B" (Quarterly Progress Report and Certification), and such other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Progress Report is due **October 31, 2018**.
2. Grantee assures that Progress Reports submitted to the Division will not contain any "individually identifiable health information" as defined by the by the HIPAA Regulations.
3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division no later than **October 31, 2018**, **January 31, 2019**, and **April 30, 2019** for review and comment.

C. Final Report

1. The Grantee shall submit to the Division one copy of the Final Report for this Project. The Final Report shall include the information called for in Article III, Paragraph B(1) and B(2) for the fourth quarter.
2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the Project and shall be submitted no later than July 10, 2019.

D. Annual Report

1. The Grantee shall submit to the Division one copy of the Annual Report for this Project. The Annual Report shall include the data from the DWI Screening Program, including the demographic profile of the DWI offender and the MDS data reports for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division, in the format provided by the Division.
2. The Annual Report shall be submitted no later than July 31, 2019.

**ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT**

- A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay the Grantee a sum not to exceed **Sixty Two Thousand Dollars and No Cents (\$62,000.00)**. The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C (1)", and made a part hereof. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the budget categories of said budget by more than 10 percent of the total grant amount without the prior written approval of the Division.
- B. It is understood and agreed that if any portion of the funds set forth in Paragraph IV (A) are not expended at the completion of this Grant Agreement period for the purpose designated in this Grant Agreement, the unexpended funds shall revert to the Division for disposition.
- C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Division of individual quarterly Progress Reports accompanied by the following completed forms: Request for Payment Form, attached hereto as Exhibit "D" and "D(1)"; and Detailed Breakdown By Budget Category Form, including any Fees Collected, attached hereto as Exhibit "G." Request for Payment Forms shall specify all in-kind administrative costs and capital outlay expenditures.
- D. Payment shall be made only for those services specified in this Grant Agreement and not funded by any other public-entity funding source. **The Grantee shall not bill the Division for the same service or services billed to another funding agency or source.**



## **ARTICLE V - MODIFICATION AND TERMINATION**

- A. The Division, by written notice to the Grantee, shall have the right to terminate this Grant Agreement if, at any time, in the judgment of the Division, the provisions of this Grant Agreement have been violated or the activities described in the Project Description do not progress satisfactorily. In this regard, the Division may demand refund of all or part of the funds dispersed to the Grantee.
- B. The parties may modify any and all terms and conditions of the Grant Agreement by mutual written agreement between the Grantee and the Division.
- C. Early Termination for Convenience: Except as provided in Article X, Appropriations, either the Division or Grantee may terminate this Grant Agreement by providing the other party with a minimum of thirty (30) days' advance, written notice of the termination.
- D. Liability in the Event of Early Termination: In the event of early termination of this Grant Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
  - a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
  - b. Incurred on or before the termination date in the notice of early termination;
  - c. For permissible purposes under this Grant Agreement's Project Description and procured and executed in accordance applicable law; and
  - d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Grant Agreement.

## **ARTICLE VI - CERTIFICATION**

The Grantee hereby assures and certifies that it will comply with all State regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the grant that:

- A. It has the legal authority to receive and expend the funds as described in the Project Description.
- B. It shall meet all requirements of the Act and the Regulations and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Grant Agreement and provide verification thereof to the Division.
- C. It shall finance all costs of the Project, including all Project overruns.
- D. Every treatment facility, program or other provider it contracts with to perform the activities that are subject to this Grant Agreement, shall, at all times, comply with all applicable State and federal laws and regulations and any and all licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provisions: "The



Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any and all licensure requirements governing its program and facility." The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.

- E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978. All professional services, activities or programs provided through a service provider must be implemented through a professional service contract. **The Grantee will submit all Project related contracts, and agreements to the Division for review and approval prior to execution. Amendments to existing contracts must also be submitted to the Division for review and approval prior to execution.**

Grantees will be **required** to complete a request-for-proposal (RFP) for contracts over \$60,000; provided, however, that if the Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed. Sole Source contracts can be utilized if justification can be provided that the organization(s) is the only one in the area that can provide the services. The Grantee will be required to submit to the Division written documentation describing the reason for sole source contracting prior to entering into the contract and all provisions of the Procurement Code **MUST** be adhered to in regard to the requirements.

- F. It will adhere to all financial and accounting requirements of the Department of Finance and Administration.
- G. It will comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of State DWI grant funds.
- H. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for any use other than those specified in the scope of work as defined in the Grant Agreement without the prior approval of the Division.
- I. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.
- J. If applicable, it will comply with all HIPAA requirements and HIPAA Regulations.

#### **ARTICLE VII - RETENTION OF RECORDS**

The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which such funds were used, the amount

and nature of all contributions from other sources, and such other records as the Division shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of all the conditions of this Grant Agreement.

#### **ARTICLE VIII - REPRESENTATIVES**

- A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Project:

Name: Michael Dodds  
Title: Coordinator  
Address: 700 E. Roosevelt Suite 50  
Grants, NM 87020

Phone: (505) 285-2585  
Email: mdodds@co.cibola.nm.us

- B. The Division designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of Grantee:

Name: Malia Melhoff  
Title: DWI Program Manager  
Address: Department of Finance and Administration  
Local Government Division  
Bataan Memorial Building, Suite 203  
Santa Fe, NM 87501

Phone: (505) 827-4947  
Email: MaliaM.Melhoff@state.nm.us

#### **ARTICLE IX - SPECIAL CONDITIONS**

- A. The Grantee shall budget and expend a minimum of **10 percent** of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets **Nineteen Thousand Dollars and No Cents (\$19,000.00) (31%)** as its matching funds commitment.
- B. The Grantee shall not budget, nor at any time exceed expenditures, greater than **ten percent** of its overall grant funding for capital outlay incurred during the grant period.
- C. The Grantee shall submit to the Division written copies of the description of the **treatment program protocol by August 31, 2018**, for review and comment. All changes and modifications made to the treatment program, including its materials, shall be reported to the



Division for its review and comment, as necessary.

- D. The Grantee shall submit to the Division written copies of the description of the **screening program protocol by August 31, 2018**, for review and comment. All changes and modifications made to the screening program, including its materials, shall be reported to the Division for its review and comment.
- E. The Grantee shall submit to the Division written copies of the description of the **compliance monitoring program protocol by August 31, 2018**, for review and comment. All changes and modifications made to the compliance monitoring program, including its materials, shall be reported to the Division for its review and comment.
- F. **The Grantee shall submit LDWI Planning Council by-laws by August 31, 2018.**
- G. **The Grantee shall enter screening and tracking data online in the DWI Screening Program. Data shall be entered and maintained in a current up-to-date status.**
- H. **The Grantee shall enter the prevention and enforcement goals and activities online in the MDS database. Data shall be entered and maintained on a quarterly basis.**
- I. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this Grant Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, NMSA 1978.

#### **ARTICLE X - APPROPRIATIONS**

The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

#### **ARTICLE XI – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT**

- A. Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:



“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) grant agreement. If the Division terminates the grant agreement, the County of Cibola may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the County of Cibola’s only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

**[Remainder of page intentionally left blank.]**

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

**THIS GRANT AGREEMENT** has been approved by:

**COUNTY OF CIBOLA**

By: \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Type or Print Name)

STATE OF NEW MEXICO            )  
  ) ss.  
COUNTY OF CIBOLA            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

By: \_\_\_\_\_  
Rick Lopez, Director

\_\_\_\_\_  
Date

STATE OF NEW MEXICO            )  
  ) ss.  
COUNTY OF SANTA FE            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

### PROJECT DESCRIPTION

Name of Grantee: County of Cibola

Grant No.: 19-D-G-04

Grant Amount: \$62,000.00

Grantee will provide DWI program activities in the following areas:

1) Screening:

The grant requires a county-wide screening program that addresses all municipal, district and magistrate court referrals related to DWI. Other referrals addressing DWI-related issues may also be handled from schools and the probation and parole system. Programs must use the DFA approved screening program.

The program shall use screening fees to self-fund the screening costs to the fullest extent possible. The fee structure shall include an appropriate sliding-fee schedule, based on earning capacity of offenders, to assist those offenders who are unable to pay the full fees.

The screening program shall not be provided by an alcoholism treatment program serving the judicial districts involved in order to avoid conflict of interest or screening bias. (Section 43-3-11(D), NMSA 1978).

2) Alcohol Related Domestic Violence:

The Children, Youth and Families Department (CYFD) has the statutory authority to oversee the Court Ordered Domestic Violence Offender Treatment or Intervention Programs (DVIP). Any LDWI program funds used to supplement county DVIP programs must adhere to the CYFD rule on DVIPs, NMAC 8.8.7.1. In addition, such LDWI program funds used can only be used to support alcohol-related domestic violence offenses. DVIP funded programs/personnel must participate in LDWI Planning Council meetings and coalition meetings.

3) Treatment: Outpatient/Jail based

Treatment is an array of individual, family, group or social program or activity alternatives directed to intervene and address DWI, alcohol problems, alcohol dependence, alcoholism or alcohol abuse. Treatment seeks to reduce the consumption of alcohol, to support abstinence and recovery from drinking alcohol, and to improve physical health, family and social relationships, emotional health, well-being, and general life functioning.

The competitive grant and distribution funding supports outpatient treatment services and jail based services that address alcohol abuse or alcohol dependence issues, as related to DWI and the prevention of repeated DWI offenses for offenders with current DWI convictions. Treatment providers can be contracted or on staff. Treatment providers must be licensed to practice in the State of New Mexico and must follow evidence-based treatment practices.

The treatment programs shall include a treatment assessment. This assessment shall be administered at admission and again at discharge for outpatient treatment. An individual treatment plan must be provided for each offender. The treatment program will address motivational, therapeutic and psycho-educational approaches to assist the DWI offenders, and their family/collateral support system when feasible and appropriate, in (1) consideration for change of risk-taking behavior and (2) consideration for continued



treatment and/or recovery maintenance.

4) Compliance Monitoring/Tracking:

The grant supports a compliance monitoring/tracking component, which strengthens tracking, follow-up, and supervised probation-type efforts with DWI offenders to assist courts in the monitoring for compliance of offenders with court imposed sentencing (i.e., screening, treatment, ignition interlock, DWI School, etc.) Compliance monitoring follow-up may include community service supervision, as well. All programs must use the State selected screening and tracking instrument. Programs which are funding supervised probation-type services must follow the Misdemeanor Compliance Program Guidelines issued by the Administrative Office of the Courts (AOC).

5) Coordination, Planning, and Evaluation:

The grant supports Coordination, Planning and Evaluation administered by a professional responsible for oversight of all LDWI program efforts: monitoring all activities; budgeting, planning and funding requests; development, maintenance and reporting of all reporting requirements; evaluation of the grant Project progress and impact; submission of all required financial and program reports; staffing the LDWI Planning Council; and attending DWI Grant Council meetings.

## EXHIBIT "B" QUARTERLY REPORT CHECKLIST AND CERTIFICATION

Grantee: \_\_\_\_\_

Quarter: \_\_\_\_\_

To be completed by DWI Coordinator	To be completed by LDWI Program Manager
Date Sent:	Date Received:
Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation	Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation
Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Treasurer's Report	Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Treasurer's Report
Detox Grant (if applicable): <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation	Detox Grant (if applicable): <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation
<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report	<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report
<input type="checkbox"/> Complete, Review & Attach Managerial Data Set (MDS) Quarterly Report	<input type="checkbox"/> Review Attached Managerial Data Set (MDS) Quarterly Report
<input type="checkbox"/> Complete, Review & Attach ADE Screening & Tracking Quarterly Report	<input type="checkbox"/> Review Attached ADE Screening & Tracking Quarterly Report
<input type="checkbox"/> LDWI Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign In Sheet(s)	<input type="checkbox"/> LDWI Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign In Sheet(s)
<input type="checkbox"/> Successes/challenges (Accomplishments and problems. Include solutions to any problems)	<input type="checkbox"/> Successes/Challenges

Under penalty of law, I hereby certify that all payments made from LDWI grant and distribution monies were verified and accounted for by locally implemented policies and controls; no "individually identifiable health information" as defined by the HIPAA Regulations has been included in the report; and that to the best of my knowledge and belief, the information contained in this report is correct and true and that no other funding source is reimbursing these specific expenditures.

\_\_\_\_\_  
Grantee Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
County/City Official

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

I certify that I have reviewed all attached items/documents submitted and that all necessary information/forms are included and are accurate.

\_\_\_\_\_  
LDWI Program Manager

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



Applicant/Grantee		Local DWI Grant Fund	
Cibola County		Revenue/Expenditure Summary	
Project No.: 19-D-G-04		Total Grant Funds	
		\$62,000.00	

REVENUES BY SOURCE	EXPENDITURE BY CATEGORY	Grant Expenditures	In-Kind/Match Local Funds	TOTAL Budget
	<b>ADMINISTRATIVE*</b>			
Local DWI Program Grant	Personnel Services			0.00
	Employee Benefits			0.00
	Travel			0.00
Local Match (Cash or In-Kind)	Contractual Services			0.00
Program Generated Fees	Operating Expenses			0.00
County				
City	<b>PROGRAM</b>			
Judicial/Courts	Personnel Services	5,000.00		5,000.00
Other (list):	Employee Benefits			0.00
	Travel (In-State)			0.00
	Travel (Out-of-State)			0.00
	Supplies			0.00
	Operating Costs		6,000.00	6,000.00
	Contractual Services	57,000.00	13,000.00	70,000.00
	Minor Equipment			0.00
	Capital Outlay*			0.00
<b>TOTAL REVENUES</b>	<b>TOTAL EXPENDITURES</b>	<b>62,000.00</b>	<b>19,000.00</b>	<b>81,000.00</b>

(\*) Capital Outlay cannot exceed 10%  
 10% = 6,200.00



**Grant Expenditures:**

Prevention	
Enforcement	
Screening	
Domestic Violence	17,000.00
Treatment: Outpatient/Jailbased	30,000.00
Compliance Monitoring/Tracking	
Coordination, Planning & Evaluation	15,000.00
Alternative Sentencing	
Totals:	62,000.00

ck

**In-Kind/Match Expenditures:**

Prevention	
Enforcement	
Screening	
Domestic Violence	13,000.00
Treatment: Outpatient/Jailbased	
Compliance Monitoring/Tracking	6,000.00
Coordination, Planning & Evaluation	
Alternative Sentencing	
Totals:	19,000.00

ck

Exhibit C (1)

**LOCAL DWI GRANT PROGRAM  
Request For Payment/Financial Status Report**

Cibola County  
700 E. Roosevelt Avenue, Suite #50  
Grants, NM 87020  
(505) 285-2522  
19-D-G-04

**EXHIBIT C(1)**

**Tot. Bud. Expd:** 81,000.00 ck

81,000.00

**LOCAL DWI GRANT PROGRAM**  
Request For Payment/Financial Status Report

<b>I. A. Grantee:</b> Cibola County <b>B. Address:</b> 700 E. Roosevelt Avenue, Suite #50 Grants, NM 87020		<b>Payment Request No.:</b> 1		<b>II. Payment Computation:</b> <b>A. Grant Award:</b> \$62,000.00 <b>B. Funds Received To Date:</b> \$0.00 <b>C. Amount Requested This Payment:</b> \$0.00 <b>D. Grant Balance:</b> \$62,000.00		<b>III. Report Period Ending:</b> 30-Sep-18			
<b>C. Telephone No.:</b> (505) 285-2522 <b>D. Grant No.:</b> 19-D-G-04									
Budget Categories	Approved Budget			Expenditures Year to Date			Expenditures This Request		
	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Expenditures
ADMINISTRATIVE*									
Personnel Services		0.00	0.00		0.00	0.00		0.00	0.00
Employee Benefits		0.00	0.00		0.00	0.00		0.00	0.00
Travel		0.00	0.00		0.00	0.00		0.00	0.00
Contractual Services		0.00	0.00		0.00	0.00		0.00	0.00
Operating Expenses		0.00	0.00		0.00	0.00		0.00	0.00
PROGRAM									
Personnel Services	5,000.00	0.00	5,000.00		0.00	0.00		0.00	0.00
Employee Benefits	0.00	0.00	0.00		0.00	0.00		0.00	0.00
Travel (In-State)	0.00	0.00	0.00		0.00	0.00		0.00	0.00
Travel (Out-of-State)	0.00	0.00	0.00		0.00	0.00		0.00	0.00
Supplies	0.00	0.00	0.00		0.00	0.00		0.00	0.00
Operating Costs	0.00	6,000.00	6,000.00		0.00	0.00		0.00	0.00
Contractual Services	57,000.00	13,000.00	70,000.00		0.00	0.00		0.00	0.00
Minor Equipment	0.00	0.00	0.00		0.00	0.00		0.00	0.00
Capital Outlay*	0.00	0.00	0.00		0.00	0.00		0.00	0.00
<b>TOTAL EXPENDITURES</b>	<b>62,000.00</b>	<b>19,000.00</b>	<b>81,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

IV. CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required/matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Grantee Fiscal Officer (Printed Name and Title)

Grantee Representative (Printed Name and Title)

Grantee Fiscal Officer (Signature)

Grantee Representative (Signature)

Date

Date

Local Government Division Fiscal Officer

Local Government Division Project Representative

Date

Date

(If Local Government Division Only)





**Detailed Breakdown By Budget Category**  
**LOCAL DWI GRANT PROGRAM**

Project No.: \_\_\_\_\_  
Request No.: \_\_\_\_\_



Check: 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required / matching funds have been spent / obligated in the reported amount, and that copies of all required documentation are attached or on file for review. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



Grantee:	0	Total Grant Funds Requested This Request:	0.00
Project No.:	0	Total In-Kind/Match This Request:	0.00
Request No.:	0	Total Expenditures Reported This Request:	0.00

**ADMINISTRATIVE**  
**Personnel Services**

[illegible][illegible]

Date of Travel/Location	Purpose of Travel	Check Date	Name	Check Number	Amount
Total Travel:					0.00

Period Covered	Check Date	Vendor	Description	Check Number	Amount	Component
Total Contractual Services:					0.00	

[illegible]

## Revised: July 2018

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]





# NEW ITEMS 12 h.

Cibola County Revised Personnel Ordinance



CIBOLA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
ORDINANCE № 2018- 001

**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 administering 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 nine (9) month probationary period of employment, twelve (12) months for law enforcement including sheriff's deputies, dispatchers and detention/booking officer, during which time the employee is terminable-at-will.
- 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 and are not eligible for holiday pay.
- 1.39 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.
- 1.40 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.
- 1.41 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.



- 1.42 **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.
- 1.43 **TRANSFER.** The voluntary or involuntary movement of an employee, from one department or office to another department or office in the County service.
- 1.44 **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 on a quarterly basis.
- 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 are therefore 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 serves 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 Resolution 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. An employee who fails to provide two-week notice of resignation shall forfeit any



sick leave payout due. 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;
  - 5. Full-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 nine (9) 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, dispatchers and detention/booking 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 FLSA non-exempt employees** are not permitted to begin work before their normal starting time or to continue working after their normal quitting time (this includes taking work home and working through lunch breaks) without the prior approval of their supervisor.

**6.3 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.



**6.4 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.

**6.5 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.

**6.6 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.

**6.7 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, and 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.

**6.8 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.

**6.9 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.

**6.10 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.



**6.11 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.

#### **6.12 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.

#### **6.13 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 situation where reliable observation indicates that the employee may not be physically or mental 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, or suspension may include consultation with the County Attorney or other legal counsel before taking disciplinary action. Whenever such consultation is not practical because of urgency, necessary action may be taken and the situations/circumstances reviewed with such counsel 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 malicious gossip, i.e., accusatory or critical comments about others without constructive purpose within the workplace setting; 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.

A. For regular hourly employees, a department head may authorize the use of flexible scheduling, or "flex time," when an employee is required to work irregular hours, i.e., hours that are not routine or normal for that position, such that the total hours worked for the week do not exceed forty (40) hours, or the maximum weekly hours for the position; provided that the flex time is approved by the department head or County Manager prior to its use.

B. For regular hourly employees, when an employee is required to work in excess of forty (40) hours in a given work week, a department head may authorize compensatory time off at the rate of time-and-a-half for the extra hours worked.

C. Salaried/exempt employees are not eligible for overtime pay; however, the County Manager may grant such employees flex time for hours worked beyond time periods considered normal for the position.

**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. 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.

- A. 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.

- A. 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.
- B. 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.
- B. 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)*
- C. 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.
- D. 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.
- E. 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.

- F. 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.
- G. 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. Holiday Premium Pay. FLSA non-exempt employees authorized and required to work on the day a holiday is observed, shall be compensated one and one half (1 ½) times their hourly rate of pay for all hours actually worked on the employee's first shift. Contract employees, chief deputies, unclassified employees, FLSA exempt employees and temporary and casual employees are not eligible for holiday premium pay.
- D. 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 non-exempt 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 three (3) days notice by the employee's supervisor prior to being taken; except that the supervisor may grant such leave on shorter notice under emergency or extraordinary circumstances. 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	Hours Accrued	
	Per Pay Period	Per Year
Probationary (< 1 year)	1.53	40.0
Less than 5	3.08	80.0
6-10	4.62	120.0
11-15	6.15	160.0
16-and up	7.75	200.0

**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 either be paid a lump sum for the unused portion of their accrued annual leave at their non-exempt rate of pay or if the budget does not allow for lump sum payments the employee shall enter into a written contract to provide for payments in increments and times that will not negatively affect the budget.

**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~~ a 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, if the employee does not have accrued sick or annual leave administrative leave without pay will be authorized. 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 shall require employees, to run FMLA leave concurrently with accrued paid leave, such as sick or vacation leave, to cover some or all of the FMLA leave period.
- D. 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.
- E. 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.
- F. 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.
- G. 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
- H. 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 two(2) 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, Booking Officers, Dispatch, Solid Waste Department and all other safety sensitive employees which includes employees required to drive as part of their normal job duties. 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 safety sensitive 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. Any non-safety sensitive County employees involved in an accident occurring on County property or involving County equipment/vehicle resulting in \$2,500 of damage or more 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 practibly 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.
- C. Elected Officials and Chief Deputies are not eligible for sick or annual leave.

**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. Any deduction from a final paycheck shall not be in an amount that reduces the payment for work performed below current minimum wage.

**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 \_\_\_\_\_, 2018.

EFFECTIVE: \_\_\_\_\_, 2018

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
ROBERT ARMIJO, CHAIRMAN

\_\_\_\_\_  
DANIEL TORREZ, VICE-CHAIR

\_\_\_\_\_  
JACK MOLERES, 2D VICE-CHAIR

\_\_\_\_\_  
ROBERT WINDHORST, COMMISSIONER

\_\_\_\_\_  
MARTHA GARCIA, COMMISSIONER

## 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 2017-\_\_\_\_. 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)



# NEW ITEMS 12 i.

Upgrade to Current Code Red Contract

A large background image showing a view of the Earth from space, with a network of glowing blue lines and nodes overlaid, suggesting a global communication or emergency response system.

## Solution Overview

Presented to **Cibola County Office of Emergency Management**  
April 26, 2018

Presented by:

**MICHELLE GOGARTY**  
Client Success- Account Manager

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780 W. Granada Blvd.  
Ormond Beach, FL 32174 

onsolve.com 







## EMERGENCY AND CRITICAL COMMUNICATIONS

OnSolve provides the industry's most proven and easy-to-use notification services capable of reaching hundreds of thousands of citizens in minutes. The company has been in the critical communications business for nearly two decades, developing and implementing the technology that has delivered more than a billion messages across North America.

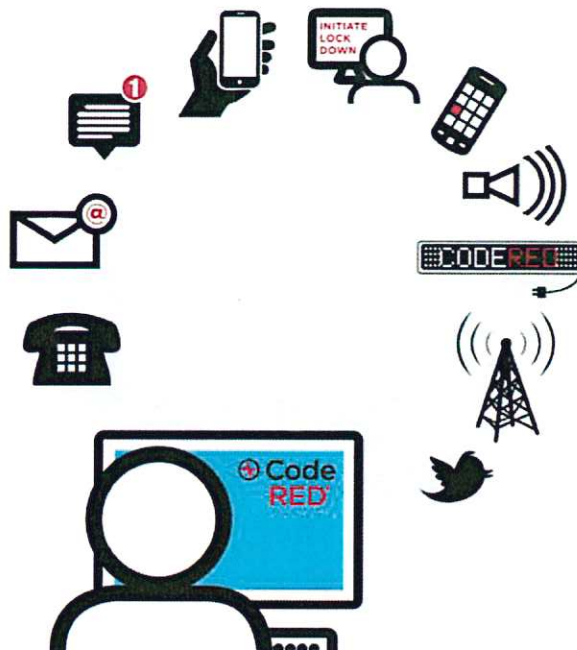
The OnSolve web-based product suite features four hosted solutions for municipalities:

- **CodeRED®** for community and staff notifications
- **CodeRED Weather Warning®** for automated severe weather alerts
- **CodeRED for IPAWS** providing integrated access to the nation's alerting system
- **MyDailyCall™** for checking on at risk individuals



### CodeRED

The CodeRED solution was designed specifically for government and public safety officials to record, send and track personalized voice, email, text and social media messages to citizens, as well as staff. OnSolve employs a proprietary mapping technology and patented delivery methods as integral components of its high-speed notification system in operation since 1998.







## CodeRED Mobile Alert app

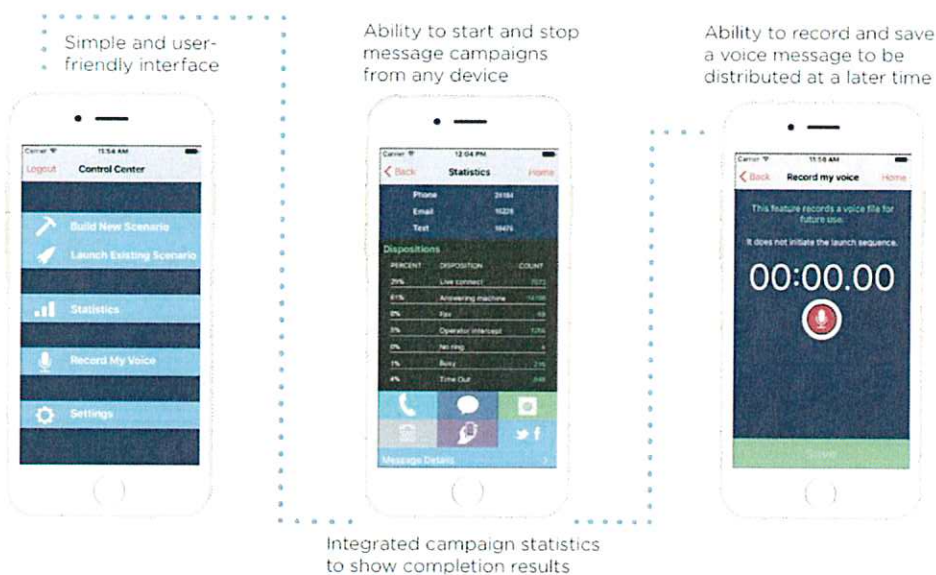
This latest innovation in the public safety arena answers the question asked by many Emergency Managers nationwide – “How do we communicate with people in our jurisdiction who do not reside here?”

The answer is by using a location-based method to deliver CodeRED initiated messages. The CodeRED Mobile Alert app is geo-aware and sends push notifications to a subscriber's device when alerts are issued for their current geographical location. This advanced technology enables local officials which utilize CodeRED to reach those individuals passing through their jurisdiction and helps to also protect citizens traveling outside their local coverage area.

## MOBILE LAUNCHING CAPABILITIES

The world has become increasingly mobile and therefore, OnSolve has developed tools to meet the specific needs of our clients. This includes the ability to create and send notifications on the go, from any location at any time via a mobile device.

The CodeRED Launcher app, which can be used on any Android, iOS or Windows device, allows users to quickly and easily build scenarios, utilize saved scenarios, launch to existing contact groups, select a geographic calling area via the map, and launch ad hoc notifications across all modes of dissemination. The app also provides users with a detailed view of statistics in order to analyze each notification sent.



The CodeRED Launcher app empowers users to launch notifications immediately from the field

## TWO-WAY MESSAGING CAPABILITIES

Two-way messaging allows system users to collect real-time responses from your message recipients; helping you make better informed decisions, fulfill open shifts, track resources, enable two-way dialogue, and more.

When a two-way enabled message is sent, recipients receive a custom URL directing them to a responsive web form displaying their available responses. System users can then:

- View and track all responses via detailed analytics
- Establish a pre-determined expiration time for required responses
- Attach documents, pictures or files containing additional information
- Enable simple yes/no survey responses or text fields

### Message Builder

Email Text **Replies\***

Reply Page Creation


Team activation: Can you respond? If so, what is your estimated time of arrival?

Message length (limit to 250 characters): 80 characters

☒ Add a yes/no response  
☒ Add a text box response

Duration to accept replies: 3 Hours 0 Minutes

Hours:  Minutes:



### Response Center

Client Name  
Utility Department

To: Jim Erickson  
From: Dispatch Supervisor  
June 08, 2016 2:23 PM

Team deployment from  
200 Main Street  
Anytown, US 12345

Can you respond?  
☒ Yes ☐ No

ONSOLVE

Name	Device	Current Status	Time	Yes/No	Reply Message
Harper, Troy	386931	Replied	1:20:43	Yes	Delayed by traffic
	tharper@ecnetwork.com	Opened	1:22:15		
Smith, John	386497	Received	1:20:43		
	jsmith@gmail.com	Replied	1:20:28	No	Out of town
Heaton, Mike	386503	Delivered	1:20:45		
	mheaton@wazoo.com	Replied	1:20:44	Yes	
Vickers, Patty	386569	Delivered	1:20:46		



select  
audience

### Simple implementation

The CodeRED system is operational immediately and can be ready for use today. With no equipment to install or phone lines to add, authorized users simply login to the CodeRED system with their password to begin. An initial calling database and local maps are provided by OnSolve and are instantly available to enable users to easily target residents and businesses by specified area.



record

### Ease of use

The CodeRED system was designed to be easy to use even under the most strenuous of conditions. Expecting use under pressure, the feature rich interface was built with a simple three step process to initiate critical communications. Messages may be launched by authorized users via telephone or the Internet, from anywhere at any time.



launch

Training and refresher courses are regularly provided via live web-based seminars to ensure your staff is always comfortable with the system and confident in their ability to launch a notification.



notify

### Live client support

Available 24/7/365, the OnSolve Client Support Team is staffed by knowledgeable individuals thoroughly trained on all aspects of the CodeRED system. In addition to handling inbound inquiries, the team monitors system activity as well as weather and other news feeds, to stay on top of developing situations; when appropriate, they will also reach out to clients to provide suggestions and support for system use.





## Technology

CodeRED's robust platform is built upon a sophisticated infrastructure which includes multiple built-in redundancies to support thousands of jobs running simultaneously.

Proprietary trademarked technology is used to ensure messages are delivered in their entirety regardless if the call is picked up by a person, or by an answering device. If a call is missed, message recipients may simply dial the system back via the toll-free number displayed on their caller ID to hear the last message delivered to their phone. This Universal ANI® feature is not only convenient for the recipients of notifications; but, it also relieves inbound call congestion on your personnel and often overworked emergency lines.

Furthermore, OnSolve manages its entire network in-house, maintaining control over dialing systems and not relying on any third-party or shared lines to place calls. This dedicated network ensures client jobs initiate immediately and do not have to be queued or competed by available phone lines with other dialing priorities. Most importantly, by eliminating any dependence on third-party Service Level Agreements (SLAs), an entire layer of potential failure is removed.

## Speed

The OnSolve infrastructure maintains a massive system capacity that is able to transmit millions of messages an hour. Each account is throttled and system resources are allocated to match the local telephone infrastructure, resulting in more connected calls, less network congestion, and fewer busy signals. The CodeRED system was built for use during time-sensitive situations, when ensuring communications are delivered as quickly as possible, is what matters most.

## Mapping

Mapping is available for use when messages need to be geographically targeted. The web-based mapping interface, written by OnSolve, is both intuitive and easy-to-use. CodeRED utilizes ESRI mapping as a foundation and has created area selection tools that range from polygons to simple paint brush tools, allowing users to quickly become familiar with the map's features. OnSolve hosts all components of the mapping interface, relying on no third-party providers.



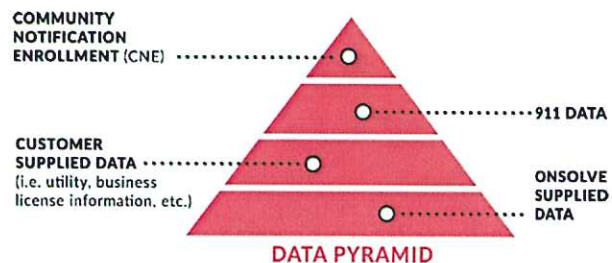
OnSolve includes local mapping with your CodeRED license and has the ability to provide custom maps using client supplied GIS layers, or by integrating client supplied street layer mapping to the ESRI foundation. With CodeRED there is no requirement for client communities to purchase GIS software and there is also no need for you to utilize internal resources to host, maintain, or update maps.

## Calling data

Each client accesses a database which is populated by multiple sources. All compiled data is verified and addresses are assigned lat/long coordinates by the OnSolve custom multi-layer geo-coding service.

OnSolve can provide initial calling data for immediate use; this allows communities to be up and running on CodeRED quickly. Data is acquired through various commercial sources and includes both residential and business data, as well as some mobile phones and VoIP numbers. This data is provided for an additional cost.

The middle data tier is supplied by the client. Communities using CodeRED typically provide data from their local utilities as well as their 911 data. OnSolve geo-codes all client supplied data as a standard part of the database building process.



And finally, the most accurate layer of the pyramid is created by entries to the Community Notification Enrollment (CNE) page. OnSolve provides a custom Web page for each community, allowing residents and businesses to directly submit additional calling data, text and email addresses, as well as TDD/TTY requirements, to further populate the database. All information added to the CNE is instantly available for use within CodeRED.

## Validata®

The CodeRED database is scrubbed using the unique Validata process, numbers that cannot be confirmed as valid, are removed to create a cleaner, more efficient calling list.

## Internal use

The CodeRED system enables users to easily import data groups with up to eight points of contact including text and email addresses. OnSolve developed this multi-channel approach to internal communications as a way to ensure message consistency for first responder notifications, critical incident call outs, and official comment direction. With a few clicks of the mouse, multiple groups, an individual group, or specific group members can quickly be contacted. Users select the best way to send alerts and can then verify the information was delivered rapidly and accurately.





## **COST PROPOSAL** (PRICING GOOD FOR 90 DAYS FROM 4/26/2018)

Keep staff and residents safe and informed with the CodeRED system. Quickly notify staff of time critical information, emergencies and day-to-day operations updates. Send targeted emergency and community notifications to mobile subscribers located in specific geographic areas within your jurisdiction.

### **A TWO (2) YEAR CodeRED LICENSE INCLUDES SYSTEM ACCESS AND THE FOLLOWING:**

- **Unlimited Emergency messages Plus 25,000 General messages**
- **Unlimited system pass codes**
- Unlimited emails to staff contacts
- Unlimited pre-created scenarios, pre-created messages and contact groups
- Unlimited CodeRED Mobile Alert app notifications
- Unlimited use of the CodeRED Launcher mobile application
- **Integration and geo-coding of customer supplied data** (911 data, utility data, etc.)
- **OnSolve standard Esri-based mapping and geo-coding with integration of client-supplied GIS data sets.**
- 24/7 dedicated client and technical support team, initial training and monthly refresher trainings.
- Triple redundant infrastructure
- Ability to quickly alert and inform residents, staff and other internal teams with reliable message delivery • Universal ANI® technology for streamlined call-backs and relief of inbound calling pressure during an emergency event.
- Complimentary system time for testing and training
- Design and hosting of custom Web page for community enrollment: CNE (Community Notification Enrollment) link.

**\$7,132 = Annual Cost**

(Does not include OnSolve Supplied Data)

**\$10,200= Limitless**

- All items listed above plus unlimited system time for emergency and other uses

Thank you kindly for the opportunity to present you with the CodeRED Essentials solution and to submit this proposal to your agency. If you have any questions, please feel free to contact me directly.



# CodeRED Weather Warning

## Automated Weather Warning

---

When severe weather strikes, seconds can make a difference in how people prepare and respond. Protect residents with automatic notifications delivered by CodeRED Weather Warning®.

### Automation alerts the public quickly

CodeRED Weather Warnings are launched just moments after a bulletin has been issued by the National Weather Service (NWS) with no staff action required. This sophisticated feature of the CodeRED® system takes pressure off of internal resources while continually ensuring citizens and staff that may be threatened by local severe weather are notified and informed throughout a disruptive time.



### National Weather Service Polygon Methodology

Using information provided by NWS to define a storm's direction and speed, CodeRED Weather Warning geographically targets notifications to reach only those in the projected path of the storm, increasing relevance and reducing false alarms.

Types of warnings issued are varied, and each is available to areas prone to specific weather conditions, including:

- Severe thunderstorms
- Flash floods
- Tornadoes
- Winter storms
- Tsunamis



We had a tornado go through our city and CodeRED Weather Warning helped our citizens with early notification. Fortunately we didn't have any fatalities, but 300 homes were completely destroyed. CodeRED Weather Warning gave residents early warning with extra time to prepare.

*Fire Chief Thomas Griffith, City of Lancaster, TX*

### OnSolve:

*Always On. Solving Problems.*

OnSolve is the market leader in real-time, mass notification and collaboration solutions used by the world's largest organizations. The OnSolve suite of critical communication tools is a key component of effective business continuity, emergency response, IT alerting, and security programs around the globe.

# NEW ITEMS 12j.

Local Entities Funding Request  
Summary Sheet

**Cibola County Commission**

Robert J. Armijo, Chairman  
 Daniel J. Torrez, 1<sup>st</sup> Vice-Chair  
 Jack P. Moleres, 2<sup>nd</sup> Vice-Chair  
 Robert Windhorst, Commissioner  
 Martha Garcia, Commissioner

**Cibola County**  
**700 E. Roosevelt Ave., Suite 50**  
 Grants, New Mexico 87020  
 Phone (505) 287-9431 – Fax (505) 285-5434



Kate Fletcher  
 County Manager

**Cibola County**  
**Request for funding**  
**FYI 2019**

Name and contact information scope of work	Amount Requested
<b>USDA the county does not supply/ house this entity</b> ( United States Department of Agriculture)  <b>Scope of work:</b> <ul style="list-style-type: none"> <li>A. Protect over \$2.6 Million worth of cattle and calves in Cibola County</li> <li>B. provide other services including Mexican Wolf monitoring and investigations, rodent Damage management, migratory bird damage management</li> <li>C. provide and sell restricted use rodenticide to certified applicators within the county</li> </ul>	<b>\$23,000.00</b>
Contact information: Jon Grant 505-346-2640  <b>NMSU Extension services</b> – the County houses this organization at the 515 building for no cost to the Extension service  <b>Scope of work:</b> <ul style="list-style-type: none"> <li>A. Provide State Programs, State subject matter specialists, administrative and supervisory support and educational materials.</li> <li>B. Provide SNAP-ED Food and Nutritional education program</li> </ul>	<b>\$55,905.00</b>
Contact information: Chase Elkins 505-240-2278  <b>New Mexico State Library – book mobile</b>  <b>Scope of work:</b> <ul style="list-style-type: none"> <li>A. Provides financial support for travel</li> <li>B. Assists in the purchase of library material</li> <li>C. The book mobile provides services to rural areas of the county. 475 patrons utilize the program</li> </ul>	<b>\$2,550.00</b>
Contact information: Wendy Roberts 505-841-5250	



**Cibola County Commission**

Robert J. Armijo, Chairman  
Daniel J. Torrez, 1<sup>st</sup> Vice-Chair  
Jack P. Moleres, 2<sup>nd</sup> Vice-Chair  
Robert Windhorst, Commissioner  
Martha Garcia, Commissioner

**Cibola County**  
**700 E. Roosevelt Ave., Suite 50**  
Grants, New Mexico 87020  
Phone (505) 287-9431 – Fax (505) 285-5434



Kate Fletcher  
County Manager

<b>Carrot Express Village of Milan</b>  <b>Scope of Work:</b> <ul style="list-style-type: none"><li>A. Provides transport to citizens of the county</li><li>B. Assists county residents to use the Carrot Express transport van to get to appointments around the Village of Milan and the City of Grants</li></ul> Contact information: Sarah Austin 505-240-1658	<b>\$51,946.69</b>
<b>Future Foundations</b>  <b>Scope of work:</b> <ul style="list-style-type: none"><li>A. Provides an after school program that has benefited the families of Cibola County</li></ul> Contact Information: Sherri Kachirisky 505-285-3542	<b>\$60,000.00</b>
<b>Ramah Navajo Fair and Rodeo</b>  <b>Scope of work:</b> <ul style="list-style-type: none"><li>A. One Time Donation Requested for Region 6 Navajo Nation Rodeo Association Final</li></ul> Contact Information: Alvin Rafelito 505-495-9140	<b>Estimate \$25,000.00</b>
<b>Cibola Communities Economic Development</b>  <b>Scope of work:</b> <ul style="list-style-type: none"><li>A. The mission of this organization is to create economic based jobs for Cibola County citizens</li><li>B. Builds Capacity to attract jobs</li><li>C. Build a foundational base</li><li>D. Workforce Development</li><li>E. Recruit and attract</li></ul> Contact Information: Eileen Yarbrough- 505-285-6604	<b>\$20,000</b>

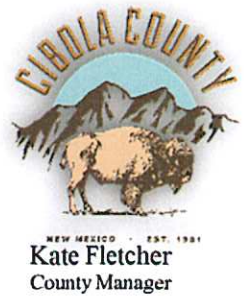
# NEW ITEMS 12k.

Resolution 18-49 to Increase  
Employee's Salary and Benefits

**Cibola County Commission**

Robert J. Armijo, Chairman  
Daniel J. Torrez, 1<sup>st</sup> Vice-Chair  
Jack P. Moleres, 2<sup>nd</sup> Vice-Chair  
Robert Windhorst, Commissioner  
Martha Garcia, Commissioner

**Cibola County**  
**700 E. Roosevelt Ave., Suite 50**  
Grants, New Mexico 87020  
Phone (505) 287-9431 – Fax (505) 285-5434



**CIBOLA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**RESOLUTION NO. 18-49**

**INCREASE TO EMPLOYEE SALARIES AND BENEFITS**

**WHEREAS**, the Cibola County Board of Commissioners met upon notice of meeting duly published at the Cibola County Administration Building, 700 East Roosevelt Avenue, Suite 50, at 5:00 p.m. as required by law; and,

**WHEREAS**, the Board of County Commissioners of the County of Cibola exercises the powers of the County as a body politic and corporate pursuant to NMSA 1978, Section 4-38-1(1884); and,

**WHEREAS**, the Board of County Commissioners is statutorily charged with examining and settling all accounts of receipts and expenses of the county and all accounts chargeable against the county pursuant to NMSA 1978, Section 4-38-16 (1876); and,

**WHEREAS**, after the examination of the accounts and budget the Board has found that funds are available for an increase in payroll; 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.

**WHEREAS**, NMSA 1978 Section 4-38-19 (A) (1973) provides in part that, "[a] board of county commissioners may set the salaries of such employees and deputies as it feels necessary to discharge the functions of the county. . ." and,

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners of the County of Cibola he Board hereby adopts the Salary and Benefit plan attached here as Exhibit "A".



**Cibola County Commission**

Robert J. Armijo, Chairman  
Daniel J. Torrez, 1<sup>st</sup> Vice-Chair  
Jack P. Moleres, 2<sup>nd</sup> Vice-Chair  
Robert Windhorst, Commissioner  
Martha Garcia, Commissioner

**Cibola County**  
**700 E. Roosevelt Ave., Suite 50**  
Grants, New Mexico 87020  
Phone (505) 287-9431 – Fax (505) 285-5434



**BE IT FURTHER RESOLVED**, that this increase is effective the first payroll of \_\_\_\_\_, 2018 for all employees with the exception of elected officials, the Deputy Assessor, Deputy Clerk, Deputy Treasurer, Undersheriff, Sheriff's Administrative Secretary and contract employees.

**APPROVED, ADOPTED AND PASSED** on this 23<sup>rd</sup> of August, 2018.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
ROBERT ARMIJO, CHAIRMAN

\_\_\_\_\_  
DANIEL TORREZ, 1<sup>ST</sup> VICE CHAIR

\_\_\_\_\_  
JACK MOLERES, 2<sup>ND</sup> VICE CHAIR

\_\_\_\_\_  
ROBERT WINDHORST, COMMISSIONER

\_\_\_\_\_  
MARTHA GARCIA, COMMISSIONER

ATTEST BY:

\_\_\_\_\_  
MICHELLE E. DOMINGUEZ, COUNTY CLERK

# Resolution No. 18-49 Exhibit A Options

## Increase to Employee Salaries and Benefits

### FACTORS TO CONSIDER:

\*Per the projected growth of \$338,069 in the General Fund every year after this fiscal year.

\*PILT came in at \$2.1 Million last year and at \$1.6 million the year before.

Recurring revenue could be reduced by \$500 million if amount reverts to prior year amount

\*PILT is contingent upon Re-authorization by the US Congress

\*Increased costs should not exceed the \$338,069 to avoid depleting cash balances.

\*If requests are funded at \$100,000 you should not exceed \$238,069 in pay increases in order to meet the sustainable level of \$338,069.

**\$338,069**

<b>No Pay Increase</b>	\$5,976,923
General Fund Current Cost with all Positions Filled	\$5,976,923
Increase of Salaries & Benefits Recurring Cost	<b>\$0</b>
<b>General Fund 2% Pay Increase Cost</b>	\$6,050,428
General Fund Current Cost with all Positions Filled	\$5,976,923
Increase of Salaries & Benefits Recurring Cost	<b>\$73,505</b>
<b>General Fund 3% Pay Increase Cost</b>	\$6,087,928
General Fund Current Cost with all Positions Filled	\$5,976,923
Increase of Salaries & Benefits Recurring Cost	<b>\$111,005</b>
<b>General Fund 4% Pay Increase Cost</b>	\$6,124,930
General Fund Current Cost with all Positions Filled	\$5,976,923
Increase of Salaries & Benefits Recurring Cost	<b>\$148,007</b>
<b>General Fund 2% Pay Increase for staff &amp; 10% increase for all Deputy Positions</b>	\$6,127,351
General Fund Current Cost with all Positions Filled	\$5,976,923
Increase of Salaries & Benefits Recurring Cost	<b>\$150,429</b>
<b>General Fund 3% Pay Increase for staff &amp; 10% increase for all Deputy Positions</b>	\$6,140,057
General Fund Current Cost with all Positions Filled	\$5,976,923
Increase of Salaries & Benefits Recurring Cost	<b>\$163,134</b>
<b>General Fund 5% Pay Increase Cost</b>	\$6,161,930
General Fund Current Cost with all Positions Filled	\$5,976,923
Increase of Salaries & Benefits Recurring Cost	<b>\$185,008</b>
<b>General Fund 4% Pay Increase for staff &amp; 10% increase for all Deputy Positions</b>	\$6,167,696
General Fund Current Cost with all Positions Filled	\$5,976,923
Increase of Salaries & Benefits Recurring Cost	<b>\$190,773</b>
<b>General Fund 3% Pay Increase for staff &amp; 15% increase for all Deputy Positions</b>	\$6,177,291
General Fund Current Cost with all Positions Filled	\$5,976,923
Increase of Salaries & Benefits Recurring Cost	<b>\$200,368</b>
<b>General Fund 4% Pay Increase for staff &amp; 15% increase for all Deputy Positions</b>	\$6,204,931
General Fund Current Cost with all Positions Filled	\$5,976,923
Increase of Salaries & Benefits Increased Recurring Cost	<b>\$228,008</b>
<b>General Fund 2% Pay Increase for staff &amp; \$2.00 increase for all current 5 Deputies</b>	\$6,341,437
General Fund Current Cost with all Positions Filled	\$5,976,923
Increase of Salaries & Benefits Recurring Cost	<b>\$364,514</b>

# NEW ITEMS 121.

MOA Requesting McKinley County to be Cibola County's Fiscal Agent for NMDOT ZMTP Quartz Hill Trail Design.



MEMORANDUM OF AGREEMENT  
REGARDING RESPONSIBILITY FOR QUARTZ HILL TRAIL PROJECT  
IMPLEMENTATION AND MANAGEMENT

**THIS MEMORANDUM OF AGREEMENT ("Agreement")** entered into between the County of Cibola ("Cibola County") and the County of McKinley ("McKinley County") on the date(s) indicated below, through the authority of their respective governing bodies, each a political subdivision of the State of New Mexico.

**WHEREAS**, NMSA 1978, Section 4-38-13 provides that each the Board of County Commissioners has the power to make such orders concerning property belonging to the county as they may deem expedient;

**WHEREAS**, on October 26, 2016, the Board of County Commissioners of Cibola County passed Resolution NO. 16-49, affirming their commitment to the Zuni Mountains Trail Project and its phased entitled Quartz Hill Trail Project ("Project"); authorizing application for Recreational Trails Program (RTP) funds from the New Mexico Department of Transportation (NMDOT) to aid in the project; and confirming the availability of required matching funds and sufficient funding for upfront project costs;

**WHEREAS**, on August 7, 2018, the Board of County Commissioners of McKinley County approved the County Manager to enter into a memorandum of agreement to act as the fiscal agent for Cibola County's Quartz Hill Trail Project, which was subsequently approved by Cibola County outlining fiscal responsibilities of each party, given the role of McKinley County as the fiscal agent for the Project;

**WHEREAS**, the purpose of this MOA is to give definition to the parties' respective roles in the implementing and managing the project itself; and

**WHEREAS**, Cibola County, with the U.S. Forest Service, applied for and received grant monies for implementation of the Project. It is only due to the Cibola County's "at-risk" designation as outlined by NM Executive Order 2013-006 that McKinley County generously agreed to undertake the role of Fiscal Agent for the Project, consisting of approximately thirty (30) miles of trails and improving a parking area into a trailhead, as outline in the grant award letter. Otherwise, Cibola County is willing and able in every other respect to undertake said Project.

**NOW, THEREFORE**, the parties hereby agree to follow:

**A. Scope of Responsibilities:**

**1. Cibola County:**

- a. Coordinate with the U.S. Forest Service and NMDOT regarding specifics of the construction of the Project;
- b. Plan, design and constructing the Project;
- c. Issue invitations for bids and requests for proposals concerning the Project, and for awarding such contracts consistent with the New Mexico Procurement Code;
- d. Except for necessary functions of McKinley County as Fiscal Agent, undertake responsibility for every aspect of the Project.

- e. Indemnify McKinley County for actions of their employees and agents pursuant to its additional responsibilities under this Agreement in accordance with Subsection F herein.
- f. Assist McKinley County in compiling all information and data required to be submitted pursuant to the Grant with NMDOT for the Project known as the Quartz Hill Trail Project ("the Grant").
- g. Assume and guarantee all other responsibilities for every aspect of the Project that McKinley County assumes under the Grant.

**2. McKinley County**

- a. As Fiscal Agent, process and remit grant funds to Cibola County for reimbursement to the extent permissible under the Grant.
  - b. Inform the County of any changes or amendments concerning available funds or terms of the reimbursement.
  - c. Agree to allow Cibola County to assume Fiscal Agent status and ownership of the Project as soon as feasible under the terms of the Grant, and upon approval of the NMDOT.
  - d. Allow Cibola County to plan, design, and implement the Project so long as the County does so in substantial compliance with the terms of the Grant.
- B. Terms.** This document will become effective upon approval and signature of both parties and shall remain in effect until all responsibilities pursuant to the grant are fulfilled.
- C. Compensation:** Cibola County agrees to pay an administrative fee, as follows:
- a. Total compensation under this Agreement shall not exceed 5% (five percent) of total project budget (e.g. grant and matching funds) for this project, and this fee must be paid from funds that allow this service like County general funds.
  - b. Method of Payment: Cibola County agrees to pay to McKinley County the above-agreed percentage of expenses within thirty (30) days of reimbursement to Cibola County from the State for those expenses, and it is mutually understood that actual reimbursable expenses may be equal to or less than the amount appropriated for the respective projects.
- D. Strict Accountability of all Receipts and Disbursements.** Each party shall be strictly accountable for all receipts and disbursements under this Agreement and shall upon request, provide information of all receipts and disbursement to the NMDOT.
- E. Amendment.** This document shall not be altered, changed or amended except by instrument in writing executed by the parties.
- F. Governing Law.** This Agreement shall be governed by the laws of the State of New Mexico.
- G. Liability.** Cibola County and McKinley County shall be liable for their own actions according to the Agreement subject to the immunities and limitations of the New Mexico Tort Claims



Act, Sections 41-4-1, et seq., NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with the Agreement. Any liability incurred by the counties in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978 as amended.

- H. Notices. All notices 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, certified, return receipt, postage prepaid as follows:

To Cibola County: Kate Fletcher, County Manager, 700 East Roosevelt, Ste. 50, Grants, NM 87020

To McKinley County: Anthony Dimas, Jr., County Manger, PO Box 70, Gallup, NM 87305

Courtesy copy to NMDOT: Shannon Glendenning, Active Transportation Programs Supervisor, New Mexico Department of Transportation, PO Box 1149, Santa Fe, NM 87504-1149

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Agreement effective as of the date of approval by both parties.

**CIBOLA COUNTY**

\_\_\_\_\_  
Robert Armijo, Chairman

\_\_\_\_\_  
Date

**BOARD OF COUNTY COMMISSIONERS, MCKINLEY COUNTY, NEW MEXICO**

**PASSED, APPROVED, and ADOPTED** this 7<sup>th</sup> day of August, 2018.

  
Genevieve Jackson, Chairwoman

ATTEST:

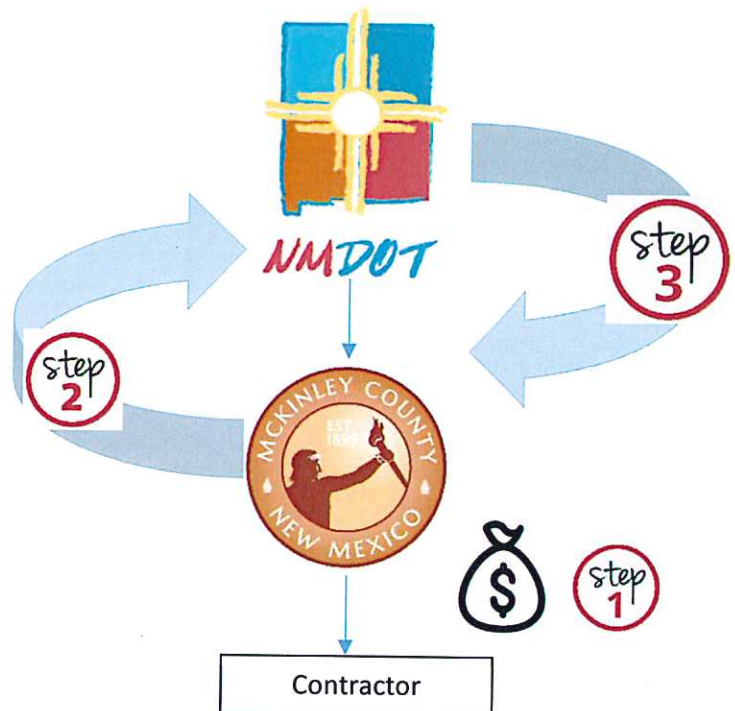
  
Harriett K. Becenti, County Clerk



**A Flowchart to Showcase the Relationships  
and Steps in the Lead Agency/Fiscal Agent  
MOU Between Cibola County and McKinley County**

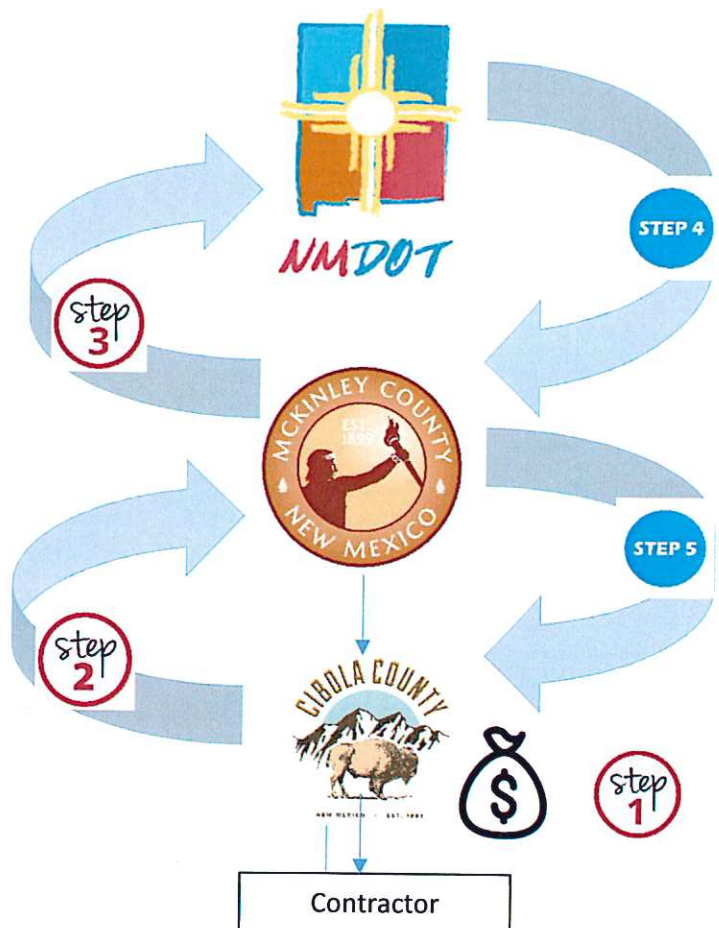
July 25, 2018

**Typical Grantee and Lead Agency Process.** NMDOT enters into a grant agreement with the local entity, who procures a contractor. The contractor does work and bills the County. The County pays contractor and then in turn prepares and submits drawdown reimbursement package to NMDOT with appropriate matching fund documentation. NMDOT reimburses the County for the non-matching portion of the eligible project costs.



**Grantee and MOU with Lead Agency/Fiscal Agent Process.**

NMDOT enters into a grant agreement with McKinley County as Lead Agency/Fiscal Agent. Through the MOU, McKinley County defines project implementation roles and responsibilities to Cibola County. Cibola County is responsible to manage project and procure a contractor. The contractor does work and bills Cibola County. Cibola County pays contractor and then in turn prepares and submits drawdown reimbursement package to McKinley County who signs off as fiscal agent and submits to NMDOT. NMDOT reimburses McKinley County for the non-matching portion of the eligible project costs, and in turn McKinley County passes through payment to Cibola County.



# NEW ITEMS 12m.

MOU between Cibola County and Grants-Cibola  
School District  
Commission of School Resource Officer (SRO) by  
Cibola County Sheriff's Office

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CIBOLA COUNTY SHERIFF'S OFFICE AND GRANTS-CIBOLA  
COUNTY SCHOOLS REGARDING ASSIGNMENT OF A SCHOOL RESOURCE  
OFFICER (SRO)**

**FOR GRANTS HIGH SCHOOL**

This Memorandum of Understanding ("MOU") regarding the placement of a School Resource Officer at Grants High School is made and entered into this \_\_\_\_ day of August, 2018, by and between the Cibola County Sheriff's Office, a local governmental entity in New Mexico, (the "Sheriff's Office") and the Grants-Cibola County Schools (the "District") (from time to time collectively referenced as the "Parties").

**RECITALS**

WHEREAS, in 2018, the Sheriff's Office and the District having discussed the need for a School Resource Officer to better serve and protect the students of our community; and,

WHEREAS, the Sheriff's Office currently responds to police service calls at the District and has previously provided a School Resources Officer (SRO) at the Grants High School (the School);

WHEREAS, a dedicated SRO in the School will foster a positive relationship between the Sheriff's law enforcement officers and the District's students, while providing those students with both a role model and an additional on-site security presence; and

WHEREAS, the Sheriff's Office and the District previously had entered into a SRO agreement that was effective January 18, 2018.

**AGREEMENT**



NOW THEREFORE, in exchange for the mutual obligations contained herein, the Parties agree as follows:

1. Obligations of the Cibola County Sheriff's Office. The Sheriff's Office agrees to assign one (1) police officer/deputy to act as SRO, with the one (1) officer assigned to the School. The SRO is to maintain a physical presence within the school campus during the regular, academic school year (the "School Year"). During the School Year, the SRO will dedicate forty (40) hours per week to duties relating to his/her role as SRO. Those duties will primarily consist of providing an on-site SRO presence at schools but also may include related activities such as: community outreach; specialized training; performing criminal investigations; court appearances; serving as a liaison between the District's administration and the Sheriff's Office; and, assisting in developing protocols to address on-site crime, truancy, parental neglect, and community justice initiatives. The SRO is expected to be on campus during normal school hours (7:30 a.m. to 4:30 p.m.). If an SRO is absent for more than three (3) consecutive school days for reasons unrelated to their role as an SRO, then the Sheriff's Office will upon request of the District provide a suitable substitute or replacement. The Sheriff's Office will provide all hiring costs, training costs, salary, benefits, service vehicles, uniforms, and equipment costs for the SRO. They also agree to provide annual situation and fire-arms training, along with school-site specific training and training in working with adolescents.

3. Obligations of Grants-Cibola County Schools. The District agrees to reimburse the Sheriff's Office the total amount of \$\_\_\_\_\_.00, payable directly to the Sheriff's Office in equal payments of \$\_\_\_\_\_.00 at the end of each School Year semester. In addition, the District will ensure that the School provides the SRO with Dedicated private office space in which the SRO may conduct official business.

4. SRO Selection. Selection of an officer to act as SRO will be at the sole discretion of the Sheriff's Office. However, the Sheriff's Office will seek the District's participation and advice in the evaluation of candidates for the SRO position, including allowing the Superintendent or the Superintendent's designee to be present for all interviews for the SRO position. The SRO candidates will have, at a minimum, a valid and current law enforcement certification. The candidate must also possess strong communication, public speaking, and conflict resolution skills.

5. Recognition of Separation of Powers and Commitment to Cooperation.

A) The SRO will neither be an employee of the District nor be responsible for enforcing school discipline or punishing students. Public-order level offenses involving students including, without limitation: disorderly conduct, disruption of a public assembly, trespass, loitering, profanity, and fighting that does not involve physical injury or a weapon, may be considered school discipline issues to be addressed by the District rather than criminal law issues requiring law enforcement intervention. Except for cases involving an apparent threat to public safety, the SRO shall not use physical force or restraints on a student.

B) The SRO will at all times be an employee of the Sheriff's Office and, accordingly, the SRO will report through the Sheriff's Office chain-of-command. In addition, serious legal violations and threats to public safety will be handled in accordance with Sheriff's Office policies and procedures. However, School Administrators may request to have the SRO present for certain school related events and activities, that are outside normal school hours.

C) The District, School Administrators, and Sheriff's Office shall coordinate in good faith regarding the scheduling, training, responsibilities, and particular duties of the SROs.

6. FERPA Compliance. The SRO will comply with the requirements of the Family Educational Rights and Privacy Act of 1974 ("FERPA" and 20 U.S.C. § 1232(g)). Education records shall not be shared with the SRO unless a FERPA exception applies.

7. Removal of an SRO. The Sheriff's Office will remove any officer acting as an SRO from the School at the written request of the District. In addition, the Sheriff's Office may remove any officer acting as an SRO from the School without advance notice to the District. At the written request of the District, the Sheriff's Office will replace any removed SRO with a new SRO within three (3) business days. If there is a disagreement between parties regarding the SRO, the parties will participate in good faith discussions to resolve any issues. If those discussions fail, either party may invoke the termination clause under §8 of this MOU.

8. Termination of MOU. With or without cause, either Party may terminate this MOU upon sixty (60) days written notice delivered by Certified US Mail, overnight mail, email or fax to the other Party. If terminated early, reimbursements under Section 3 above shall be made on a pro-rata basis only.

9. Notice. For the purpose of providing notice under this MOU, the Parties addresses are as follows:

To the Sheriff's Office at:	Sheriff 114 McBride Road Grants, NM 87020 575.876.2040 (Phone) 575.876.2090 (Fax)
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To the District at:	Superintendent
---------------------	----------------



413 Roosevelt  
Grants, NM 87020  
505.285.2600 (Phone)  
505.285.2628 (Fax)

10. Term. Unless extended or amended as provided in § 17 of this MOU, the term of this MOU shall be from the effective date until the end of the 2023-2024 School Year, or otherwise terminated in writing by either of the Parties.

11. No Third-Party Beneficiaries. This MOU only inures to the benefit of the Parties. No term or provision of this MOU shall benefit any person or entity not a party to it. The Parties shall cooperate fully in opposing any attempt by any third person or entity attempting to claim any benefit, protection, release, or other consideration under this MOU.

12. Severance. If any provision within this MOU is held illegal or unenforceable, then such provision shall be severed from this MOU. All remaining provisions of this MOU shall remain in full force and effect.

13. Liability. Neither party waives or relinquishes any immunity or defense—including, without limitation, under the New Mexico Tort Claims Act—on behalf of itself, its governing body members, trustees, officers, employees, and agents as a result of the execution of this MOU or the performance of the obligations contained herein. The Parties are solely and individually liable for the actions of their trustees, officers, employees, and agents and no Party to this MOU shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this MOU.

This MOU shall be implemented by the parties in compliance with the "NMPSIA Mandatory Standards for School Security Personnel" adopted on March 8, 2018, and as periodically amended. The most current version of this document is attached hereto as Exhibit A.

14. Integration and Amendments. This MOU is the entire agreement between the Parties and supersedes any and all oral agreements or other understandings between the Parties regarding its subject matter. Modifications, amendments, or extensions to this MOU shall be enforceable only if they are in writing and are signed by authorized representatives of the Parties.

15. No Waivers. The failure by one Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this MOU constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

16. Nondiscrimination. Parties to this Agreement shall not discriminate in this Program on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, or any other basis prohibited by state or federal law.

17. Modification. This MOU may be amended by the parties only upon written consent of the parties and may not be modified by oral agreement or actions of the parties that are inconsistent with or contrary to the requirements of this Agreement and its attachments. This Agreement shall not become effective until executed by each party. Therefore, the parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.

18. Effective Date. This MOU shall be effective from the date of the last signature hereto, which date shall be recorded in the first paragraph.

CIBOLA COUNTY SHERIFF'S  
DEPARTMENT:

\_\_\_\_\_  
Tony Mace  
Sheriff

DATE: \_\_\_\_\_

GRANTS-CIBOLA COUNTY SCHOOLS:

\_\_\_\_\_  
Alton A. Autrey, Jr.  
Interim Superintendent

DATE: \_\_\_\_\_

**APPROVED, ADOPTED, AND PASSED** on this 23rd day of August, 2018.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Robert Armijo, Chairman

\_\_\_\_\_  
Daniel Torrez, 1<sup>st</sup> Vice Chairman

\_\_\_\_\_  
Jack Moleres, 2<sup>nd</sup> Vice Chairman

\_\_\_\_\_  
Robert Windhorst, Member

\_\_\_\_\_  
Martha Garcia, Member

ATTEST:

\_\_\_\_\_  
Michelle E. Dominguez  
County Clerk



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CIBOLA COUNTY SHERIFF'S OFFICE AND GRANTS-CIBOLA  
COUNTY SCHOOLS REGARDING ASSIGNMENT OF A SCHOOL RESOURCE  
OFFICER (SRO)**

**FOR LOS ALAMITOS MIDDLE SCHOOL**

This Memorandum of Understanding ("MOU") regarding the placement of a School Resource Officer at Los Alamitos Middle School is made and entered into this \_\_\_\_ day of August, 2018, by and between the Cibola County Sheriff's Office, a local governmental entity in New Mexico, (the "Sheriff's Office") and the Grants-Cibola County Schools (the "District") (from time to time collectively referenced as the "Parties").

**RECITALS**

WHEREAS, in 2018, the Sheriff's Office and the District having discussed the need for a School Resource Officer to better serve and protect the students of our community; and,

WHEREAS, the Sheriff's Office currently responds to police service calls at the District and has previously provided a School Resources Officer (SRO) at the Los Alamitos Middle School (School);

WHEREAS, a dedicated SRO in the School will foster a positive relationship between the Sheriff's law enforcement officers and the District's students, while providing those students with both a role model and an additional on-site security presence; and

WHEREAS, the Sheriff's Office and the District previously had entered into a SRO agreement that was effective January 18, 2018.

## AGREEMENT

NOW THEREFORE, in exchange for the mutual obligations contained herein, the Parties agree as follows:

1. Obligations of the Cibola County Sheriff's Office. The Sheriff's Office agrees to assign one (1) police officer/deputy to act as SRO, with the one (1) officer assigned to the School. The SRO is to maintain a physical presence within the school campus during the regular, academic school year (the "School Year"). During the School Year, the SRO will dedicate forty (40) hours per week to duties relating to his/her role as SRO. Those duties will primarily consist of providing an on-site SRO presence at schools but also may include related activities such as: community outreach; specialized training; performing criminal investigations; court appearances; serving as a liaison between the District's administration and the Sheriff's Office; and, assisting in developing protocols to address on-site crime, truancy, parental neglect, and community justice initiatives. The SRO is expected to be on campus during normal school hours (7:30 a.m. to 4:30 p.m.). If an SRO is absent for more than three (3) consecutive school days for reasons unrelated to their role as an SRO, then the Sheriff's Office will upon request of the District provide a suitable substitute or replacement. The Sheriff's Office will provide all hiring costs, training costs, salary, benefits, service vehicles, uniforms, and equipment costs for the SRO. They also agree to provide annual situation and fire-arms training, along with school-site specific training and training in working with adolescents.

3. Obligations of Grants-Cibola County Schools. The District agrees to reimburse the Sheriff's Office the total amount of \$\_\_\_\_\_.00, payable directly to the Sheriff's Office in equal payments of \$\_\_\_\_\_.00 at the end of each School Year semester. In addition, the District will ensure that

the School Provides the SRO with dedicated private office space in which the SRO may conduct official business.

4. SRO Selection. Selection of an officer to act as SRO will be at the sole discretion of the Sheriff's Office. However, the Sheriff's Office will seek the District's participation and advice in the evaluation of candidates for the SRO position, including allowing the Superintendent or the Superintendent's designee to be present for all interviews for the SRO position. The SRO candidates will have, at a minimum, a valid and current law enforcement certification. The candidate must also possess strong communication, public speaking, and conflict resolution skills.

5. Recognition of Separation of Powers and Commitment to Cooperation.

A) The SRO will neither be an employee of the District nor be responsible for enforcing school discipline or punishing students. Public-order level offenses involving students including, without limitation: disorderly conduct, disruption of a public assembly, trespass, loitering, profanity, and fighting that does not involve physical injury or a weapon, may be considered school discipline issues to be addressed by the District rather than criminal law issues requiring law enforcement intervention. Except for cases involving an apparent threat to public safety, the SRO shall not use physical force or restraints on a student.

B) The SRO will at all times be an employee of the Sheriff's Office and, accordingly, the SRO will report through the Sheriff's Office chain-of-command. In addition, serious legal violations and threats to public safety will be handled in accordance with Sheriff's Office policies and procedures. However, School Administrators may request to have the



SRO present for certain school related events and activities, that are outside normal school hours.

C) The District, School Administrators, and Sheriff's Office shall coordinate in good faith regarding the scheduling, training, responsibilities, and particular duties of the SROs.

6. FERPA Compliance. The SRO will comply with the requirements of the Family Educational Rights and Privacy Act of 1974 ("FERPA" and 20 U.S.C. § 1232(g)). Education records shall not be shared with the SRO unless a FERPA exception applies.

7. Removal of an SRO. The Sheriff's Office will remove any officer acting as an SRO from the School at the written request of the District. In addition, the Sheriff's Office may remove any officer acting as an SRO from the School without advance notice to the District. At the written request of the District, the Sheriff's Office will replace any removed SRO with a new SRO within three (3) business days. If there is a disagreement between parties regarding the SRO, the parties will participate in good faith discussions to resolve any issues. If those discussions fail, either party may invoke the termination clause under §8 of this MOU.

8. Termination of MOU. With or without cause, either Party may terminate this MOU upon sixty (60) days written notice delivered by Certified US Mail, overnight mail, email or fax to the other Party. If terminated early, reimbursements under Section 3 above shall be made on a pro-rata basis only.

9. Notice. For the purpose of providing notice under this MOU, the Parties addresses are as follows:

To the Sheriff's Office at: Sheriff  
114 McBride Road  
Grants, NM 87020  
575.876.2040 (Phone)  
575.876.2090 (Fax)

To the District at: Superintendent  
413 Roosevelt  
Grants, NM 87020  
505.285.2600 (Phone)  
505.285.2628 (Fax)

10. Term. Unless extended or amended as provided in § 17 of this MOU, the term of this MOU shall be from the effective date until the end of the 2023-2024 School Year, or otherwise terminated in writing by either of the Parties.

11. No Third-Party Beneficiaries. This MOU only inures to the benefit of the Parties. No term or provision of this MOU shall benefit any person or entity not a party to it. The Parties shall cooperate fully in opposing any attempt by any third person or entity attempting to claim any benefit, protection, release, or other consideration under this MOU.

12. Severance. If any provision within this MOU is held illegal or unenforceable, then such provision shall be severed from this MOU. All remaining provisions of this MOU shall remain in full force and effect.

13. Liability. Neither party waives or relinquishes any immunity or defense—including, without limitation, under the New Mexico Tort Claims Act—on behalf of itself, its governing body members, trustees, officers, employees, and agents as a result of the execution of this MOU or the performance of the obligations contained herein. The Parties are solely and individually liable for the actions of their trustees, officers, employees, and agents and no Party to this MOU shall be

responsible for liability incurred as a result of the other Party's acts or omissions in connection with this MOU.

This MOU shall be implemented by the parties in compliance with the "NMPSIA Mandatory Standards for School Security Personnel" adopted on March 8, 2018, and as periodically amended. The most current version of this document is attached hereto as Exhibit A.

14. Integration and Amendments. This MOU is the entire agreement between the Parties and supersedes any and all oral agreements or other understandings between the Parties regarding its subject matter. Modifications, amendments, or extensions to this MOU shall be enforceable only if they are in writing and are signed by authorized representatives of the Parties.

15. No Waivers. The failure by one Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this MOU constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

16. Nondiscrimination. Parties to this Agreement shall not discriminate in this Program on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, or any other basis prohibited by state or federal law.

17. Modification. This MOU may be amended by the parties only upon written consent of the parties and may not be modified by oral agreement or actions of the parties that are inconsistent with or contrary to the requirements of this Agreement and its attachments. This Agreement shall not become effective until executed by each party. Therefore, the parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.



18. Effective Date. This MOU shall be effective from the date of the last signature hereto, which date shall be recorded in the first paragraph.

CIBOLA COUNTY SHERIFF'S  
DEPARTMENT:

GRANTS-CIBOLA COUNTY SCHOOLS:

\_\_\_\_\_  
Tony Mace  
Sheriff

\_\_\_\_\_  
Alton A. Autrey, Jr.  
Interim Superintendent

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED, ADOPTED, AND PASSED** on this 23rd day of August, 2018.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Robert Armijo, Chairman

\_\_\_\_\_  
Daniel Torrez, 1<sup>st</sup> Vice Chairman

\_\_\_\_\_  
Jack Moleres, 2<sup>nd</sup> Vice Chairman

\_\_\_\_\_  
Robert Windhorst, Member

\_\_\_\_\_  
Martha Garcia, Member

ATTEST:

\_\_\_\_\_  
Michelle E. Dominguez  
Cibola County Clerk

# NEW ITEMS 12n.

Cibola County Manager and Commission to enter  
into Professional Services Contract # 18-01  
for Accounting Services For The County Treasurer



## **CIBOLA COUNTY**

### **PROFESSIONAL SERVICES CONTRACT**

**18-01**

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Cibola County and the County Manager, to the extent of her financial authority, hereinafter referred to as the "COUNTY" and \_\_\_\_\_ hereinafter referred to as the "CONTRACTOR" for the purpose of providing accounting services to the Cibola County Treasurer in order to reconcile an older account.

#### **IT IS AGREED BETWEEN THE PARTIES:**

##### **1. Scope of Work**

Contractor will reconcile Account # \_\_\_\_\_ to the satisfaction of the County Treasurer and the County Manager.

##### **2. Compensation**

- a. The Contractor will charge \_\_\_\_\_ per hour or \_\_\_\_\_ to complete the reconciliation. The Contractor will be paid every two (2) weeks.
- b. The County shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables, milestones, and performance measures as delineated, such compensation not to exceed \$10,000 over the course of this Agreement inclusive of gross receipts tax, if applicable.
- c. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.
- d. Contractor must submit a detailed statement accounting for all services performed with each invoice. 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.

- e. 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 terminate six (6) months from the date of execution or until services exceed \$59,999, which is not expected. In accordance with Section 13-1-150 NMSA 1978, no contract 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 ninety (90) 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. 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. Further, the Contractor will abide by all state and federal laws regarding the maintenance of patient confidentiality and medical records.

**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:
  - i. 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;
  - ii. 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;
- iii. 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;
  - iv. 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
  - v. 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 VII 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.

The Contractor shall maintain liability and malpractice insurance in the amounts required by the State of New Mexico. This insurance will be fully applicable to all services rendered by the Contractor and any of its employees under this Agreement, subject to the terms and exclusion of the policy. If occurrence coverage is not available, claims-made coverage with a three-year trail is to be provided for the same amounts and aggregates as detailed above. The Contractor will provide the County with a certificate evidencing such insurance coverage upon execution of the Agreement. The Contractor agrees to provide the County with any notice of cancellation or alteration of insurance coverage.

## **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. Standard of Care.**

All services provided by Contractor under this Agreement shall be consistent with accepted professional standards of accounting.

**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; recognizing that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court. Nothing in this paragraph shall affect either party's ability to seek from a court injunctive or equitable relief at any time to the extent same is not precluded by another provision of this Agreement.

**31. Notice to Proceed.**

- a. It is expressly understood that this Agreement is not binding upon the County until it is executed by the Authorized Signatories. 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.**

- a. 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.**

- a. All parties hereto will fully cooperate with the other and their respective counsel, accountants, and agents in connection with any steps required to be taken under this Agreement.

### **34. Order of Precedence.**

- a. 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; 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:
  - 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. Notices.**

- a. 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: Kate Fletcher, Interim County Manager  
700 E. Roosevelt Ave., Suite 50  
Grants, NM 87020

To the Contractor:

**37. Certification Regarding Debarment**

Contractor, by signing this Agreement, provides certification to the County the Contractor is not debarred, suspended, or proposed for debarment by any Federal or New Mexico State Department or agency.

\_\_\_\_\_  
Kate Fletcher  
Cibola County Manager

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

**APPROVED, ADOPTED, AND PASSED** on this 23rd day of August, 2018.

**BOARD OF COUNTY COMMISSIONERS**

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Robert Armijo, Chairman

---

Daniel Torrez, 1<sup>st</sup> Vice Chairman

---

Jack Moleres, 2<sup>nd</sup> Vice Chairman

---

Robert Windhorst, Member

---

Martha Garcia, Member

ATTEST:

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Michelle E. Dominguez  
County Clerk

# NEW ITEMS 120.

Capital Outlay Grant Agreement 18-C2475 in the amount of \$175,000 to purchase and equip road equipment for the Road Dept.



**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **Cibola County**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2018, Chapter 80, Section 26, Para. 71, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

**ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE**

A. The project that is the subject of this Agreement is described as follows:

**18-C2475      \$175,000.00      Appropriation Reversion Date: 30-JUN-20**  
**Laws of 2018, Chapter 80, Section 26, Paragraph 71, One Hundred Seventy-Five Thousand Dollars**  
**(\$175,000.00) to purchase and equip road equipment for Cibola county.**



The Grantee's total reimbursements shall not exceed One Hundred Seventy-Five Thousand Dollars (**\$175,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>[1]</sup>, if applicable, Zero Dollars (**\$0.00**), which equals One Hundred Seventy-Five Thousand Dollars (**\$175,000.00**) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>[2]</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.



- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
  - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
  - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee: Cibola County  
Name: Judy Horacek  
Title: Grants Administrator  
Address: 515 West High St., Grants, NM, 87020  
Email: jhoracek@co.cibola.nm.us  
Telephone: 505-285-2557

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee: Cibola County  
Name: Judy Horacek  
Title: Grants Administrator  
Address: 515 West High St., Grants, NM, 87020  
Email: jhoracek@co.cibola.nm.us  
Telephone: 505-285-2557



The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division  
Name: Ms. Ariana Vigil  
Title: Project Manager  
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501  
Email: arianam.vigil@state.nm.us  
Telephone: 505-827-8074

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

#### **ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2020**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

#### **ARTICLE V. EARLY TERMINATION**

##### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

**B. Early Termination Before Reversion Date Due to Non-Appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

**C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.



## **ARTICLE VII. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

## **ARTICLE VIII. REPORTS**

### **A. Database reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

### **B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

## **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.



### **C. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

### **ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.



- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

**ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.



C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

#### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **Cibola County** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **Cibola County's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **Cibola County**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Cibola County** or the Department."

#### **ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **Cibola County** may early terminate this contract by providing



Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **Cibola County's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

#### **ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA**

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

#### **ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be ammended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]



**IN WITNESS WHEREOF**, the parties have duly executed Agreement as of the date of execution by the Department.

**GRANTEE**

\_\_\_\_\_  
Entity Name

By: \_\_\_\_\_  
(Type or Print Name)

Its: \_\_\_\_\_  
(Type or Print Title)

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

\_\_\_\_\_  
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

Its: Division Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 1**

**I. Grantee Information**

(Make sure information is complete & accurate)

A. Grantee: \_\_\_\_\_  
B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)  
\_\_\_\_\_  
City, State, Zip  
C. Phone No: \_\_\_\_\_  
D. Grant No: \_\_\_\_\_  
E. Project Title: \_\_\_\_\_  
F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

A. Payment Request No. \_\_\_\_\_  
B. Grant Amount: \_\_\_\_\_  
C. AIPP Amount (If Applicable): \_\_\_\_\_  
D. Funds Requested to Date: \_\_\_\_\_  
E. Amount Requested this Payment: \_\_\_\_\_  
F. Reversion Amount (If Applicable): \_\_\_\_\_  
G. Grant Balance: \_\_\_\_\_  
H. ☐ GF ☐ GOB ☒ STB (attach wire if first draw)  
I. ☐ Final Request for Payment (if Applicable)

**III. Fiscal Year :** \_\_\_\_\_ **2019**

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

**IV. ☒ Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

**V. ☒ Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

\_\_\_\_\_  
**Grantee Fiscal Officer**  
or **Fiscal Agent** (if applicable)

\_\_\_\_\_  
**Grantee Representative**

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

I certify that the State Agency financial and vendor file information agree with the above submitted information.

\_\_\_\_\_  
Division Fiscal Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Project Manager

\_\_\_\_\_  
Date



**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

**Notice of Obligation to Reimburse Grantee # \_\_\_\_\_**

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number \_\_\_\_\_ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \$ 0.00\_\_\_\_\_

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

# NEW ITEMS 12p.

Capital Outlay Grant Agreement 18-C2476 in the amount of \$143,000 to Purchase and Equip Vehicles for the Sheriff's Department.

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **Cibola County**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2018, Chapter 80, Section 26, Para. 72, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

**ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE**

A. The project that is the subject of this Agreement is described as follows:

**18-C2476      \$143,000.00      Appropriation Reversion Date: 30-JUN-20**  
**Laws of 2018, Chapter 80, Section 26, Paragraph 72, One Hundred Forty-Three Thousand Dollars (\$143,000.00) to purchase and equip vehicles for the sheriff's department in Cibola county.**



The Grantee's total reimbursements shall not exceed One Hundred Forty-Three Thousand Dollars (\$143,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>[1]</sup>, if applicable, Zero Dollars (\$0.00), which equals One Hundred Forty-Three Thousand Dollars (\$143,000.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>[2]</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.



- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
  - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
  - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee: Cibola County  
Name: Judy Horacek  
Title: Grants Administrator  
Address: 515 West High St., Grants, NM, 87020  
Email: jhoracek@co.cibola.nm.us  
Telephone: 505-285-2557

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee: Cibola County  
Name: Judy Horacek  
Title: Grants Administrator  
Address: 515 West High St., Grants, NM, 87020  
Email: jhoracek@co.cibola.nm.us  
Telephone: 505-285-2557

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division  
Name: Ms. Ariana Vigil  
Title: Project Manager  
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501  
Email: arianam.vigil@state.nm.us  
Telephone: 505-827-8074

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

#### **ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2020**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

#### **ARTICLE V. EARLY TERMINATION**

##### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.



Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

**B. Early Termination Before Reversion Date Due to Non-Appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

**C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.



## **ARTICLE VII. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

## **ARTICLE VIII. REPORTS**

### **A. Database reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

### **B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

## **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.



### **C. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

### **ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, repquired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.



- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

**ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.



C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

#### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **Cibola County** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **Cibola County's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **Cibola County**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Cibola County** or the Department."

#### **ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **Cibola County** may early terminate this contract by providing



Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **Cibola County's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

#### **ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA**

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

#### **ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be ammended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]



**IN WITNESS WHEREOF**, the parties have duly executed Agreement as of the date of execution by the Department.

**GRANTEE**

\_\_\_\_\_  
Entity Name

By: \_\_\_\_\_  
(Type or Print Name)

Its: \_\_\_\_\_  
(Type or Print Title)

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

\_\_\_\_\_  
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

Its: Division Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 1**

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)  
\_\_\_\_\_  
City, State, Zip
- C. Phone No: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Payment Request No. \_\_\_\_\_
- B. Grant Amount: \_\_\_\_\_
- C. AIPP Amount (If Applicable): \_\_\_\_\_
- D. Funds Requested to Date: \_\_\_\_\_
- E. Amount Requested this Payment: \_\_\_\_\_
- F. Reversion Amount (If Applicable): \_\_\_\_\_
- G. Grant Balance: \_\_\_\_\_
- H. ☐ GF ☐ GOB ☒ STB (attach wire if first draw)
- I. ☐ Final Request for Payment (if Applicable)

**III. Fiscal Year : 2019**

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

- IV. ☒ Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

- V. ☒ Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

\_\_\_\_\_  
**Grantee Fiscal Officer**  
or Fiscal Agent (if applicable)

\_\_\_\_\_  
**Grantee Representative**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date:

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

I certify that the State Agency financial and vendor file information agree with the above submitted information.

\_\_\_\_\_  
Division Fiscal Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Project Manager

\_\_\_\_\_  
Date



**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number \_\_\_\_\_ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \$ 0.00

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

# NEW ITEMS 12q.

NWNMCOG to be the Fiscal Agent for Cibola  
County's Capital Outlay Grants for Law Enforcement  
Vehicles and Road Department Equipment





**INTERGOVERNMENTAL SERVICES AGREEMENT  
BETWEEN  
CIBOLA COUNTY, NEW MEXICO  
AND THE NORTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS  
FOR  
“Fiscal Agency Services”**

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This agreement is entered into by and between the County of Cibola (hereinafter “COUNTY”) and the Northwest New Mexico Council of Governments for the following purposes, and under the following conditions and terms:

**CAPITAL APPROPRIATIONS PROJECT #C2475 (\$175,000.00)**

To purchase and equip road equipment for Cibola County in Cibola County, NM, 87020.

**PURPOSE:** The purpose of this Agreement shall be for the Northwest New Mexico Council of Governments (hereinafter “NWNMCOG”) to provide fiscal agent services in connection with a Capital Outlay Project #C2475, as referenced above, for utilization by the County of Cibola.

A. **SCOPE OF WORK:** NWNMCOG’s services in support of the above purpose shall be to provide overall fiscal agency services associated with the identified projects, including:

1. **NWNMCOG Fiscal Agency Services:**

- Assist the VILLAGE in making appropriate entries into the accounting records for the transactions handled by the NWNMCOG and assist the COUNTY as fiscal agent;
- Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;
- Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement;
- Act as liaison between COUNTY and appropriate NM state agencies;
- Provide technical assistance regarding capital outlay projects, process, and reporting to the appropriate State agencies;
- Review and sign-off on project invoices to the appropriate State agency in a timely manner; and,
- Work with the State on getting direct project reimbursements to the COUNTY and acting as a facilitator if disagreement arises.

2. **County of Cibola’s Role and Responsibilities.** The COUNTY understands it remains ultimately responsible for executing and complying with all applicable Federal, State, and Local Laws and grant agreement requirements such as flow down provisions, executing procurement responsibilities and subcontractor management, including all reporting requirements established by the State of New Mexico.

- B. **TIMEFRAME:** Work pursuant to this Agreement shall be effective no sooner than the date this Agreement is approved by the County of Cibola, NWNMCOG, and Department of Finance/Local Government Division (Division) and shall be completed upon approval of the Project by the Division, except as amended and mutually agreed upon in writing. Term of this Agreement will coincide with the reversion date of this appropriation.
- C. **COMPENSATION:**
1. **Amount:** Total compensation under this Agreement shall not exceed 4% (four percent) of total reimbursable expenditures from State legislative appropriations identified herein and/or as amended and mutually agreed to in writing, such as compensation to be paid from general fund or other sources other than said appropriations.
  2. **Method of Payment:** The County of Cibola agrees to pay to NWNMCOG the 4% of expenses within thirty (30) days of reimbursement to the County of Cibola from its General Fund or other non-appropriation sources.
  3. **Records and Recovery:** NWNMCOG shall maintain appropriate records 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 of Cibola or its designees. Payment under this Agreement shall not foreclose the right of the County of Cibola to recover excessive or illegal payment.
- D. **ACCESS TO INFORMATION:** It is agreed that the County of Cibola and its agencies shall provide information, if needed, for purposes and work described in this Agreement. The NWNMCOG will be included and copied on all invoices and reports, prior to submission to the appropriate State agency.
- E. **OWNERSHIP OF PROJECTS:** All documents, capital improvements, and project assets produced pursuant to this Agreement shall be the property of the County of Cibola, which shall assume full administrative responsibility for the life of the project or the grant agreement required period, whichever comes first.
- F. **LIMITATION OF LIABILITY:**
1. This Agreement shall not create a general liability of the constituent members of NWNMCOG.
  2. The COUNTY shall hold the NWNMCOG harmless with respect to any damages, expenses or claims arising or in connection with any negligent acts, errors or omissions performed by the COUNTY under this Agreement. This shall not be construed as a limitation of the NWNMCOG's liability under this Agreement or as otherwise provided by law.
  3. The NWNMCOG shall hold the COUNTY harmless with respect to any damages, expenses or claims arising or in connection with any negligent acts, errors or omissions performed by the NWNMCOG under this Agreement. This shall not be construed as a limitation of COUNTY's liability under this Agreement or as otherwise provided by law.
- G. **MODIFICATION:** Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. The Agreement may be terminated by either party upon thirty (30) days written notice to the other.
- H. **STATUS:** The fiscal entity agent, its agents and employees are independent contractors performing services for the COUNTY and are not employees of the COUNTY. The fiscal agent entity, its agents and employees will not accrue leave, retirement, insurance, bonding, use of COUNTY vehicles, or any other benefits afforded to employees of the COUNTY.



- I. **ASSIGNMENT**: The fiscal agent cannot assign or transfer any interest in the Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval from the COUNTY.
- J. **SUBCONTRACTING**: The fiscal agent cannot subcontract any or all portions of the services to be performed under this agreement without prior written approval from the COUNTY.
- K. **FIDELITY (SURETY) BOND**: The fiscal agent shall provide, at the time of execution of this Agreement, evidence satisfactory to the COUNTY that all of the fiscal agent's personnel handling funds or authorizing payment of funds under this agreement are covered by a fidelity (surety) bond.
- L. **APPLICABLE LAW, VENUE**: The laws of the federal government and state of New Mexico shall govern this Agreement, without giving the affect to its choice of law provisions. Venue shall be proper in the Judicial District Court for the county in which the COUNTY is located.
- M. **CERTIFICATION**: The COUNTY shall comply with the requirements of all applicable laws, rules and regulations, and shall assume full responsibility for payment of federal, state and local taxes and contributions imposed or required under Social Security, Worker's Compensation and income tax laws. The COUNTY is required to follow all Federal and State requirements as certified in the project bond questionnaire process and as included in associated State Grant Agreements, including reporting and drawdown requirements, such documents to be filed for each project in conjunction with this Agreement.
- N. **FUNDING APPROPRIATIONS**: Performance of this Agreement is contingent upon funding and authorizations being made for the performance of this Agreement. If funding and authorizations are not made, this Agreement shall terminate immediately upon written notice being given by the NWNMCOG to the County of Cibola. NWNMCOG's decision as to whether sufficient funding are available to the Agreements unilaterally reduces the number of projects it will certify. The COUNTY shall have the option to terminate the Agreement or agree to the reduced number of projects, within thirty (30) days of receipt of the proposed amendment.
- O. **PENALTIES**: The Procurement Code, §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.
- P. **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 of Cibola:  
Kate Fletcher, County Manager  
County of Cibola  
700 E. Roosevelt Avenue  
Grants, NM 870210  
(505) 287-9431  
[kate.fletcher@co.cibola.nm.us](mailto:kate.fletcher@co.cibola.nm.us)

To NWNMCOG:  
Jeffrey G. Kiely, Executive Director  
Northwest New Mexico Council of Governments  
106 W. Aztec Avenue  
Gallup, NM 87301  
(505) 722-427  
[jkiely@nwnmco.org](mailto:jkiely@nwnmco.org)

**IN WITNESS WHEREOF**, the parties have approved and executed this Agreement as of the dates below:

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**AUTHORIZED REPRESENTATIVE OF PROJECT GRANTEE:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Kate Fletcher, County Manager

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**AUTHORIZED REPRESENTATIVE OF FISCAL AGENT:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeffrey G. Kiely, Executive Director





NEW MEXICO DEPARTMENT OF  
**FINANCE & ADMINISTRATION**

Local Government Division

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August 16, 2018

Grantee Name: Cibola County

Fiscal Agent Name: Northwest New Mexico Council of Governments

Project Number (XX-XXXX format): #C2475

Grant Amount: \$175,000

Project Grantee Approval: County Manager

Compensation %: 4% of total expended amount

Project Description: To purchase and equip road equipment for Cibola County, NM, 87020.

Name and Title of Grantee Representative: Kate Fletcher, County Manager

- Mailing Address: 700 East Roosevelt Avenue, Suite 50
- City, State Zip: Grants, NM 870210
- Phone #: (505) 287-9431
- Fax #: (505) 285-5434
- Email: [kate.fletcher@co.cibola.nm.us](mailto:kate.fletcher@co.cibola.nm.us)

Name and Title of Fiscal Agent Representative: Jeff Kiely, Executive Director

- Mailing Address: 106 W. Aztec Avenue
- City, State Zip: Gallup, NM 87301
- Phone #: (505) 722-4327
- Fax #: (505) 722-9211
- Email: [jkiely@nwnmcog.org](mailto:jkiely@nwnmcog.org)

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Upon receipt of this information LGD will formulate fiscal agent agreements and distribute them for signatures.



**INTERGOVERNMENTAL SERVICES AGREEMENT  
BETWEEN  
CIBOLA COUNTY, NEW MEXICO  
AND THE NORTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS  
FOR  
“Fiscal Agency Services”**

---

This agreement is entered into by and between the County of Cibola (hereinafter “COUNTY”) and the Northwest New Mexico Council of Governments for the following purposes, and under the following conditions and terms:

**CAPITAL APPROPRIATIONS PROJECT #C2476 (\$143,000.00)**

To purchase and equip Sheriff’s vehicles for Cibola County in Cibola County, NM, 87020.

**PURPOSE:** The purpose of this Agreement shall be for the Northwest New Mexico Council of Governments (hereinafter “NWNMCOG”) to provide fiscal agent services in connection with a Capital Outlay Project #C2476, as referenced above, for utilization by the County of Cibola.

A. **SCOPE OF WORK:** NWNMCOG’s services in support of the above purpose shall be to provide overall fiscal agency services associated with the identified projects, including:

1. **NWNMCOG Fiscal Agency Services:**

- Assist the VILLAGE in making appropriate entries into the accounting records for the transactions handled by the NWNMCOG and assist the COUNTY as fiscal agent;
- Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;
- Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement;
- Act as liaison between COUNTY and appropriate NM state agencies;
- Provide technical assistance regarding capital outlay projects, process, and reporting to the appropriate State agencies;
- Review and sign-off on project invoices to the appropriate State agency in a timely manner; and,
- Work with the State on getting direct project reimbursements to the COUNTY and acting as a facilitator if disagreement arises.

2. **County of Cibola’s Role and Responsibilities.** The COUNTY understands it remains ultimately responsible for executing and complying with all applicable Federal, State, and Local Laws and grant agreement requirements such as flow down provisions, executing procurement responsibilities and subcontractor management, including all reporting requirements established by the State of New Mexico.



- B. **TIMEFRAME:** Work pursuant to this Agreement shall be effective no sooner than the date this Agreement is approved by the County of Cibola, NWNMCOG, and Department of Finance/Local Government Division (Division) and shall be completed upon approval of the Project by the Division, except as amended and mutually agreed upon in writing. Term of this Agreement will coincide with the reversion date of this appropriation.
- C. **COMPENSATION:**
1. **Amount:** Total compensation under this Agreement shall not exceed 4% (four percent) of total reimbursable expenditures from State legislative appropriations identified herein and/or as amended and mutually agreed to in writing, such as compensation to be paid from general fund or other sources other than said appropriations.
  2. **Method of Payment:** The County of Cibola agrees to pay to NWNMCOG the 4% of expenses within thirty (30) days of reimbursement to the County of Cibola from its General Fund or other non-appropriation sources.
  3. **Records and Recovery:** NWNMCOG shall maintain appropriate records 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 of Cibola or its designees. Payment under this Agreement shall not foreclose the right of the County of Cibola to recover excessive or illegal payment.
- D. **ACCESS TO INFORMATION:** It is agreed that the County of Cibola and its agencies shall provide information, if needed, for purposes and work described in this Agreement. The NWNMCOG will be included and copied on all invoices and reports, prior to submission to the appropriate State agency.
- E. **OWNERSHIP OF PROJECTS:** All documents, capital improvements, and project assets produced pursuant to this Agreement shall be the property of the County of Cibola, which shall assume full administrative responsibility for the life of the project or the grant agreement required period, whichever comes first.
- F. **LIMITATION OF LIABILITY:**
1. This Agreement shall not create a general liability of the constituent members of NWNMCOG.
  2. The COUNTY shall hold the NWNMCOG harmless with respect to any damages, expenses or claims arising or in connection with any negligent acts, errors or omissions performed by the COUNTY under this Agreement. This shall not be construed as a limitation of the NWNMCOG's liability under this Agreement or as otherwise provided by law.
  3. The NWNMCOG shall hold the COUNTY harmless with respect to any damages, expenses or claims arising or in connection with any negligent acts, errors or omissions performed by the NWNMCOG under this Agreement. This shall not be construed as a limitation of COUNTY's liability under this Agreement or as otherwise provided by law.
- G. **MODIFICATION:** Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. The Agreement may be terminated by either party upon thirty (30) days written notice to the other.
- H. **STATUS:** The fiscal entity agent, its agents and employees are independent contractors performing services for the COUNTY and are not employees of the COUNTY. The fiscal agent entity, its agents and employees will not accrue leave, retirement, insurance, bonding, use of COUNTY vehicles, or any other benefits afforded to employees of the COUNTY.



- I. **ASSIGNMENT**: The fiscal agent cannot assign or transfer any interest in the Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval from the COUNTY.
- J. **SUBCONTRACTING**: The fiscal agent cannot subcontract any or all portions of the services to be performed under this agreement without prior written approval from the COUNTY.
- K. **FIDELITY (SURETY) BOND**: The fiscal agent shall provide, at the time of execution of this Agreement, evidence satisfactory to the COUNTY that all of the fiscal agent's personnel handling funds or authorizing payment of funds under this agreement are covered by a fidelity (surety) bond.
- L. **APPLICABLE LAW, VENUE**: The laws of the federal government and state of New Mexico shall govern this Agreement, without giving the affect to its choice of law provisions. Venue shall be proper in the Judicial District Court for the county in which the COUNTY is located.
- M. **CERTIFICATION**: The COUNTY shall comply with the requirements of all applicable laws, rules and regulations, and shall assume full responsibility for payment of federal, state and local taxes and contributions imposed or required under Social Security, Worker's Compensation and income tax laws. The COUNTY is required to follow all Federal and State requirements as certified in the project bond questionnaire process and as included in associated State Grant Agreements, including reporting and drawdown requirements, such documents to be filed for each project in conjunction with this Agreement.
- N. **FUNDING APPROPRIATIONS**: Performance of this Agreement is contingent upon funding and authorizations being made for the performance of this Agreement. If funding and authorizations are not made, this Agreement shall terminate immediately upon written notice being given by the NWNMCOG to the County of Cibola. NWNMCOG's decision as to whether sufficient funding are available to the Agreements unilaterally reduces the number of projects it will certify. The COUNTY shall have the option to terminate the Agreement or agree to the reduced number of projects, within thirty (30) days of receipt of the proposed amendment.
- O. **PENALTIES**: The Procurement Code, §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.
- P. **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 of Cibola:  
Kate Fletcher, County Manager  
County of Cibola  
700 E. Roosevelt Avenue  
Grants, NM 870210  
(505) 287-9431  
[kate.fletcher@co.cibola.nm.us](mailto:kate.fletcher@co.cibola.nm.us)

To NWNMCOG:  
Jeffrey G. Kiely, Executive Director  
Northwest New Mexico Council of Governments  
106 W. Aztec Avenue  
Gallup, NM 87301  
(505) 722-427  
[jkiely@nwnmcog.org](mailto:jkiely@nwnmcog.org)



**IN WITNESS WHEREOF**, the parties have approved and executed this Agreement as of the dates below:

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**AUTHORIZED REPRESENTATIVE OF PROJECT GRANTEE:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Kate Fletcher, County Manager

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**AUTHORIZED REPRESENTATIVE OF FISCAL AGENT:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeffrey G. Kiely, Executive Director



NEW MEXICO DEPARTMENT OF  
FINANCE & ADMINISTRATION

Local Government Division

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August 16, 2018

Grantee Name: Cibola County

Fiscal Agent Name: Northwest New Mexico Council of Governments

Project Number (XX-XXXX format): #C2476

Grant Amount: \$143,000

Project Grantee Approval: County Manager

Compensation %: 4% of total expended amount

Project Description: To purchase and equip sheriff's vehicles for Cibola County, NM, 87020.

Name and Title of Grantee Representative: Kate Fletcher, County Manager

- Mailing Address: 700 East Roosevelt Avenue, Suite 50
- City, State Zip: Grants, NM 870210
- Phone #: (505) 287-9431
- Fax #: (505) 285-5434
- Email: [kate.fletcher@co.cibola.nm.us](mailto:kate.fletcher@co.cibola.nm.us)

Name and Title of Fiscal Agent Representative: Jeff Kiely, Executive Director

- Mailing Address: 106 W. Aztec Avenue
  - City, State Zip: Gallup, NM 87301
  - Phone #: (505) 722-4327
  - Fax #: (505) 722-9211
  - Email: [jkiely@nwnmcog.org](mailto:jkiely@nwnmcog.org)
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Upon receipt of this information LGD will formulate fiscal agent agreements and distribute them for signatures.