CIBOLA COUNTY
BOARD OF COMMISSIONERS

Robert Armijo
Chairman

Daniel Torrez
1st Vice Chairman

Jack Moleres
2nd Vice Chairman

Robert Windhorst
Commissioner

Martha Garcia
Commissioner

Regular Meeting
September 27th, 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. **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.

8. **Minutes**
   a. Minutes from August 23rd, 2018 Regular Meeting
   b. Minutes from September 14, 2018 Special Meeting

9. **Public Hearing**
   a. Ordinance 2018-003 Cibola County Personnel Policy

10. **Reports**
    a. Manager's Report
    b. Emergency Manager's Report- Update of the Grants High School Active Shooter Training

11. New Business – Action May Be Taken

a. Consideration for Approval of Ordinance 2018-003 Cibola County Personnel Policy
b. Consideration for Approval to possibly change dates/times of Commission Meetings in Nov. and Dec. to another date/time.
c. Consideration for Approval of Requisition for Municipal Emergency Services (MES) for New Bunker Gear for El Morro Fire Dept., Requisition for Professional Services-Appraisal of McBride Road, Requisition for Sound and Signal for surveillance system upgrades requested by security, Invoice from Cibola General, Invoice from UNM Health Sciences, Invoice for Trust Pharmacy
d. Consideration for Approval of Resolution 18-50 Request to NMDOT Local Government Road Fund-Extension of COOP Deadline
e. Consideration for Approval of Resolution 18-51 2nd Amendment to Local Government Road Fund-Extension of COOP Deadline
f. Consideration for Approval of Resolution 18-52 Participation in Municipal Transit System
g. Consideration of MOU between Cibola County and NMSU Extension Services.
h. Consideration for Approval of JPA for Cibola Regional Communication Center between Cibola County, City Grants, and Village of Milan.
i. Consideration for Approval of Resolution 18-53 to Submit Application to NMDOT for Planning and Design of County Road 1.
j. Consideration for Approval of Resolution 18-54 to Submit Sponsorship for a Recreational Trails Program Application and Maintenance Commitment-Zuni Mountain Trails-Quartz Hill.
k. Consideration for Approval of Non-Funded Cost Share Agreement between Cibola County and USDA Forest Service/Cibola National Forest.
l. Consideration for Approval of Resolution 18-55 FY19 Budget Adjustment No. 1.

12. 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:

Real Property

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

Personnel

a.) Reduction In Force (R.I.F.)-Dee Worthen-Detention Maintenance Staff

Threatened/Pending Litigation

a.) Lobo Canyon Associates, LLC vs. Rael D-1333-CV-2018-00009
b.) New West Investments, Limited Partnership vs. Rael D-1333-CV-2018-00005
c.) Grants, Limited Partnership vs. Rael D-1333-CV-2018-00007.

14. New Business – Action May Be Take

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

b.) Consideration for Approval of Reduction in Force (R.I.F.)-Dee Worthen-Detention Maintenance Staff

c.) Consideration for Approval of Settlement Agreement for Lobo Canyon Associates, LLC vs. Rael D-1333-CV-2018-00009

d.) Consideration for Approval of Settlement Agreement for New West Investments, Limited Partnership vs. Rael D-1333-CV-2018-00005

e.) Consideration for Approval of Settlement Agreement for Grants, Limited Partnership vs. Rael D-1333-CV-2018-00007.

15. Announcements

The next Regular Commission Meeting will be held on Thursday October 25th, 2018 at 5:00p.m. in the Cibola County Commission Chambers.

Cibola County Offices will be closed on Monday October 8th, 2018 in Observance of Columbus 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.

August 23rd Regular Commission Meeting

Cibola County Commission
Regular Meeting
Thursday August 23rd, 2018

The Cibola County Commission held a Regular Meeting on Wednesday August 23rd, 2018 at 5:30 pm in the Cibola County Commission Center

Elected Officials Present Staff

Daniel Torrez, 1st Vice Chairman
Jack Moleres 2nd Vice Chairman
Robert Windhorst, Commissioner
Martha Garcia, Commissioner

Kate Fletcher, County Manager
Paul Ludi, Finance Director
Michelle Dominguez, County Clerk
Natalie Grine Chief Deputy Clerk

A. CALL TO ORDER
Daniel Torrez, 1st Vice Chairman called the meeting to Order at 5:00 pm.

B. ROLL CALL
Commissioner Torrez does roll call 4-5 Commissioners in attendance.
Chairman Armijo was absent. Commissioner Garcia was by Telephone.

C. Pledge of Allegiance Recited by all.

D. Prayer Commissioner Windhorst led us in prayer.

E. Approval of Agenda
Motion to approve the agenda made by Commissioner Moleres, second by Commissioner Windhorst 4-0 affirmative.

F. Approval of Minutes
July 30th, 2018 Special Meeting
August 13th, 2018 Commission Workshop
Commissioner Windhorst made a motion to approve the minutes for the Special Commission meeting of July 30th, 2018, and the August 13th, 2018 Commission Workshop second by Commissioner Moleres 4-0 affirmative

G. Commissioner's Report

Commissioner Moleres No report at this time.

Commissioner Torres stated that the Road Department has been maintain the roads in San Rafael, and cutting weeds, he thanked Gary Porter and his crew.

Commissioner Windhorst stated that the 1st Saturday in July they had a cleanup in San Fidel, and all dumpsters were full to capacity, and there was a BBQ after for the volunteers who helped pick up trash. Commissioner Windhorst also mentioned that Steve Pierce will be here.

Commissioner Garcia No report at this time

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

The Honorable Judge Johnny Valdez swore in the Fire Chiefs from Cibola County.
Dustin Middleton Cibola County Fire Marshall
Chief Joe Desoto, Cubero Fire Station
Chief Preston Neff, Bluewater Lake Fire Station
Chief Mike Sweet, Candy Kitchen Fire Station
Chief Kenneth Homer, El Morro Fire Station
Chief Charles Jasper, Fence Lake Fire Station
Chief Pete White, Lobo Canyon Fire Station
Chief Charles Marez, San Rafael Fire Station

I. <u>Public Comments</u>

Rony Pynes requested to have an update on the Shooting Range, and also mentioned that the NRA would be hosting a banquet on September 15th, 2018 at the Cow Palace @ 6:00 p.m. Everyone is invited.

J. <u>Presentation</u>

Annual Assessor's Report to the Commissioners
Jenna Rodriguez gave a brief. Report on file

K. New Business Action May Be Taken

a. **Consideration of WH Pacific Contract for Task Order #1.**
Motion to approve WH Pacific Contract for Task Order #1 was made by Commissioner Moleres, second by Commissioner Windhorst 4-0 affirmative.

b. **Consideration for Approval of the Updated Policies and Procedures for the Cibola Regional Communication Center-Sections 1-4 and 7-9.**
Motion to approve Updated Policies and Procedures, was made by Commissioner Windhorst, second by Commissioner Garcia 4-0 affirmative.

c. **Consideration for Approval Resolution 18-46 Supporting Enhanced Safety in Public Schools.**
Motion to approve Resolution 18-46 Supporting Enhanced Safety in Public Schools was made by Commissioner Windhorst, second by Commissioner Moleres 4-0 affirmative.

d. **Consideration of Resolution 18-47, G.I.S. Data Share/Trade Policy.**
Motion to approve Resolution 18-47 G.I.S. Data Share/Trade Policy was made by Commissioner Windhorst, second by Commissioner Moleres 4-0 affirmative.

e. **Consideration for Approval of Cibola County Emergency Services Bylaws.**
Motion to approve Cibola county Emergency Service Bylaws was made by Commissioner Windhorst, second by Commissioner Torrez 4-0 affirmative

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.**
Motion to approve Resolution 18-48, Authorizing County Manager to Execute Contracts, Grant Agreements, Memoranda of Understanding, Joint Power Agreements, Settlements Agreements, Purchases made by Commissioner Windhorst, second by Commissioner Garcia 4-0 affirmative.

g. **Consideration for Approval of FY19 DWI Grant Agreement 19-D-G-04.**
Motion to approve FY19 DWI Grant Agreement 19-D-G-04 was made by Commissioner Windhorst, second by Commissioner Moleres 4-0 affirmative.

h. **Direction to Publish Cibola County Revised Personnel Ordinance.**
Motion to Publish Cibola County Revised Personnel Ordinance was made by Commissioner Windhorst, second by Commissioner Moleres 4-0 affirmative.

I. **Consideration for Approval for an Upgrade to Current Code Red Contract.**
Motion to approve an Upgrade to Current Code Red Contract made by Commissioner Moleres, second by Commissioner Torrez 4-0 affirmative

j. **Consideration for Approval of Local Entities Written Request for Funding.**
Motion was made by Commissioner Moleres for the following amounts to be Second by Commissioner Windhorst, 4-0 affirmative.

i. **USDA approved amount $23,000.00**
ii. **NMSU Cibola County Extension Service Program approved amount $26,000.00**
iii. **NM State Library Not Funded**
iv. **Carrot Express amount funded $26,000.00**
v. **Future Family Foundations Not Funded**
vi. **Ramah Navajo Fair & Rodeo Not Funded**
vii. **Economic Development Not Funded, revisit in 6 months.**

k. **Consideration for Approval of Resolution 18-49 to Increase Employee's Salary & Benefits.**
Motion to approve Resolution 18-49 made by Commissioner Windhorst with a 10% increase for the Sheriff's Deputies and a 4% increase for employees, Second by Commissioner Moleres, 4-0 affirmative.

l. **Consideration for Approval of MOA Requesting McKinley County to be Cibola County's Fiscal Agent for NMDOT ZMIP Quartz Hill Trail Design**
Motion to approve McKinley County to be Cibola County's Fiscal Agent for NMDOT ZMIP Quartz Hill Trail Design was made by Commissioner Windhorst Second by Commissioner Garcia, 4-0 affirmative.

m. **Consideration of School Resource Officer (SRO) by Cibola County Sheriff's Office**

Motion was made by Commissioner Moleres not to approve School Resource Officer (SRO) By Cibola County Sheriff's Office, second by Commissioner Windhorst, 4-0 affirmative.

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**

Motion made by Commissioner Windhorst to approve Cibola County Manager And Commission to enter into Professional Services Contract # 18-01 for Accounting Services for the County Treasurer second by Commissioner Garcia 4-0 affirmative.

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 Department.**

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**

Motion to approve Grant Agreement 18-C2475 for $175,000 and Grant Agreement 18-C2476 for $$143,000 made by Commissioner Windhorst, Second by Commissioner Torrez 4-0 affirmative.

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**

No Motion Made

L. Managers' Report

Manager Fletcher asked Anna Larson to give a report on the flooding issues that occurred this past week. Flood Plain Manger Anna Larson stated that there were several county roads that needed major work on due to the rains. County Road 51 and South Lawrence Road both had drainage issues, and erosion issues, County Road 59-B Clark Road had washing away of the gravel and needs grading, and Sanchez Track Road which is not a County maintained road washed away along with damage to the bridge, the County does not have the ability to fix without a declaration from FEMA.

M. Executive Closed Session

Motion and roll call vote to go into executive session and that, pursuant to New Mexico State Statute Section §10-15-1, and that only the following matters will be discussed in closed session.
Motion to go into executive session was made by Commissioner Moleres second by Commissioner Windhorst, at 8:02 p.m. 4-0 affirmative.

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

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

Motion was made by Commissioner Windhorst, second by Commissioner Moleres 4-0 affirmative at 8:18 p.m.

New Business- Action May Be Taken

a. Cibola County v. Sunnyland
   No action taken

b. Disposition of Detention Center
   Motion made by Commissioner Windhorst to direct County to negotiate Disposition of Detention Center, second by Commissioner Moleres, 4-0 affirmative.

O. ANNOUNCEMENTS

The next Regular Commission Meeting will be held Thursday, September 27th 2018 at 5:00 pm in the County Convention Room.

Cibola County Offices will be closed on Monday September 3rd, 2018 in Observance of Labor Day.

P. ADJOURNMENT

A motion to adjourn the meeting made by Commissioner Moleres, second by Commissioner Garcia 4-0 affirmative at 8:23 pm.

MINUTES

9b.

September 14th Special Commission Meeting

Cibola County Commission
Special Meeting
September 14th, 2018

The Cibola County Commission held a Special Meeting on Friday September, 14th, 2018 at 10:00 am in the Cibola County Commission Room

I) Commission Convenes

A. CALL TO ORDER
Commissioner Daniel Torrez called the meeting to Order at **10:02 pm.**

B. ROLL CALL
Commissioner Torrez does roll call- 3-5 Commissioners in attendance
Commissioner Armijo, and Commissioner Garcia were absent.

C. Pledge of Allegiance
Led by Commissioner Moleres, recited by all

D. Prayer
Led by Commissioner Windhorst

E. Approval of Agenda
Commissioner Moleres made a motion to approve the agenda, second by Commissioner Windhorst, 3-0 affirmative.

Elected Officials Present Staff

Daniel Torrez, Commissioner
Jack Moleres, Commissioner
Robert Windhorst, Commissioner

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

III. **New Business – Action May Be Taken**
Consideration for approval of 2018 Property Tax Rates
Motion to approve 2018 Property Tax Rates made by Commissioner Windhorst, second by Commissioner Moleres 3-0 affirmative.

III. Announcements

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

IV. Adjournment Meeting

Meeting adjourned at 10:09 p.m.

PUBLIC HEARING 9a.

CIBOLA COUNTY
BOARD OF COUNTY COMMISSIONERS
ORDINANCE № 2018-03

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.

Table of Contents

Contents

PREAMBLE i
Table of Contents ii
SECTION I: DEFINITIONS 1
SECTION II: EMPLOYMENT STATUS 4
2.1 Position Specifications 4
SECTION III: GENERAL PROVISIONS 5
3.1 Purpose 5
3.2 Scope 5
3.3 Amendment of Rules & Regulations 5
3.4 Employee Knowledge & Information of Rules & Regulations 5
3.5 Equal Employment Opportunity Rules & Regulations 5
3.6 Administration by County Manager. 5
3.7 Duties of All Employees 6
3.8 Chain of Command & Conflict Resolution 6
3.9 Conflict with Collective Bargaining Agreements 6
3.10 Code of Ethics. 6
SECTION IV: RECRUITMENT AND SELECTION 7
4.1 Purpose. 7
4.2 Recruitment of Applicants 7
4.3 Temporarily Filling Vacant Positions 7
4.4 Best Qualified & Best-Suited Applicant Determination 7
4.6 Selection 7
4.7 Pre-Selection Prohibited 8
4.8 Ineligibility for Hire and Rehire 8
4.9 Testing 8
4.10 Commencement of Work 8
SECTION V: CHANGES IN EMPLOYMENT STATUS 9
5.1 Promotion 9
5.2 Evaluation Period 9
5.3 Demotion 9
5.4 Transfers 9
5.5 Resignation 10
5.6 Layoff Procedure 10
5.7 Layoff Return Privileges 10
5.8 Medical Disability Dismissal 10
5.9 Reinstatement 11
SECTION VI: CONDITIONS OF EMPLOYMENT 11
6.1 11
Probationary Period for New Hires 11
6.2 12
6.3 Temporary Employee Hired to a Regular Position 12
6.4 Former County Employees Hired to a Position 12
6.5 Permitted Political Activities 12
6.6 Prohibited Political Activities 12

6.7 Public/Political Office 12
6.8 Nepotism 13
6.9 Conflict Ban 13
6.10 Outside Employment 13
6.11 Workplace & Sexual Harassment. 14
6.12 Performance Evaluations 16
SECTION VII: BASIS FOR EMPLOYEE DISCIPLINE 18
7.1 Discipline 18
7.2 Definition of Just Cause 18
7.3 Disciplinary Action 19
7.4 Consultation with County Attorney 19
7.5 Progressive Discipline 19
7.6 Verbal Reprimand 19
7.7 Written Reprimand 19
7.8 Suspension 20
7.9 Demotion 21
7.10 Dismissal 21
7.11 Examples Not Inclusive 22
7.12 Pre-Determination (Loudermill) Hearing 22
7.13 Written Notice 22
7.14 Immediate Suspension with Pay 22
7.15 Pre-Determination Hearing Procedure 22
7.16 Pre-Determination Hearing Decision 23
7.17 Notice of Grievance 23
SECTION VIII: GRIEVANCE PROCEDURES 23
8.1 Conditions or Actions Not Grievable 23
8.2 Employees Not Eligible for Grievance Procedure. 23
8.3 Grievance Procedure 24
8.4 Appointment of Personnel Hearing Officer 24
8.5 Hearing Officer Qualifications 24
8.6 Grievance Hearing Schedule 24
8.7 Grievance Hearing Procedures - Rules of Procedure 24
8.8 Conduct of Hearing 25
8.9 Order of Presentation 25
8.10 Communication of Hearing Officer's Decision 25
8.11 Appeal of Hearing Officer's Decision 25
SECTION IX: COMPENSATION & BENEFIT PROGRAM 26
9.1 Purpose 26
9.2 Hours of Work 26
9.3 Overtime Pay 26
9.4 Consistency with Fair Labor Standards Act 27
9.5 P.E.R.A. Benefits 27
9.6 Insurance Benefits 27
9.7 Fringe Benefits 27
9.8 Compensatory Time 27
SECTION X: LEAVE AND HOLIDAYS 28
10.1 Holidays 28
10.2 Personal Holiday Leave 28
10.3 Annual Leave with Pay 29

10.4 Accrual Limitation 29
10.5 Separation from Service or Change in Service Pay 29
10.7 Shared Leave Policy 29
10.8 Annual Sick Leave with Pay 29
10.9 Sick Leave Authorization 30
10.10 Use of Sick Leave During Probationary Period 30
10.11 Certification of Illness for Sick Leave 30
10.13 Bereavement Leave 30
10.14 Family Medical Leave 30
10.15 Workers' Compensation Program 31
10.16 On-The-Job Injury Leave 32
10.17 Voting Leave 32
10.18 Court Service Leave with Pay 32
10.19 Leave Without Pay 33
10.20 Life Threatening Illnesses in the Workplace 33
10.21-Inclement Weather 34
10.22 Leave For Unforeseen Circumstances 34
10.23 Military Leave 34
10.24 Light Duty Return-To-Work 35
10.25 Change in Salaried / FLSA Status 37
SECTION XI: SUBSTANCE ABUSE POLICY 37
11.0 Purpose 37
11.1 Safety Sensitive Employees 38
11.2 Policy 38
11.3 Prohibited Substances 38
11.4 Prohibited Conduct 39
11.5 Testing Which Results In a Dilute Specimen 40
11.6 Treatment Requirements 41
11.7 Proper Application of the Policy 41
11.8 Testing Procedures 41
11.9 Pre-Employment Drug & Alcohol Screening 41
11.10 Employee Requested Testing 42
11.11 Reasonable Suspicion Testing. 42
11.12 Post-Accident Testing 42
11.13 Random Testing 42
11.14 Return-To-Duty Testing 43
11.15 Follow-Up Testing 43
11.16 Employment Assessment 43
11.17 Departmental Rule for Positive Drug/Alcohol Test 43
11.18 Re-Entry Contracts 44
11.19 Detection 45
11.20 Voluntary Request for Assistance 45
11.21 Definitions 45
11.22 Records 45
11.23 Confidentially 46
SECTION XII: EMAIL & INTERNET USE 46
12.0 Access 46
12.1 Purpose & Scope 46
12.2 Acceptable Use 46

12.3 Inappropriate Use 46
12.4 Internet & E-Mail Etiquette 47
12.5 Security 47
12.6 Penalties 47
12.7 No Expectation of Privacy 47
12.8 User Compliance 48
12.9 Protection & Handling of Sensitive Information 48
SECTION XIII: PAY POLICY 48
13.1 Purpose 48
13.2 Applicability 48
13.3 Pay Compensation Process Overview. 48
13.4 Entry Level Wages 49
13.6 Position Specifications Requirements 49
13.7 Grandfather Clause 49
13.8 Contents of Personnel File 49
13.9 Access to Personnel Files 49
SECTION XIV: EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PLAN 50
14.1 Purpose 50
14.2 Statement of Policy 50
14.3 Management Responsibility 50
14.4 Complaint Procedures 50
14.5 Remedies 51
SECTION XV - MISCELLANEOUS 51
15.1 Designated Work Areas 51
15.2 Personal Business 51
15.3 Safety 51
15.4 County Property 51
15.5 County Vehicles 51
15.6 Personal Appearance 52
15.7 Searches & Surveillance 52
15.8 Workplace Violence 52
15.9 Final Paycheck 53
15.10 Uniforms 53
15.11 Return of Uniforms, Equipment & County Property 54
15.13 Normal Work Hours. 55
15.14 Reduced Work Hours 55
15.15 Separation from Service with the County 55
SECTION XVI: AUTHORITY 55
16.1 Rules 55
16.2 Savings Clause 55
SECTION XVII: REPEAL OF FORMER PERSONNEL POLICY 56
EMPLOYEE ACKNOWLEDGEMENT FORM 57

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. Salaried FLSA Exempt employees do not accrue annual leave.

1.5 APPEAL. Written request that a decision of a formal grievance be reconsidered at a further stage in the grievance procedure.

1.6 APPLICANT. A person who has made formal application on an official County personnel application form for a position with the County.

1.7 "AT WILL" EMPLOYEE. See definition of "Unclassified Employee".

1.8 BOARD. Board means the Board of County Commissioners.

1.9 CASUAL EMPLOYEE. An employee hired to fill a position paid by the hour that may be called on short notice and/or on an occasional basis. Casual employee may also be one who works less than twenty (20) hours a week. A casual employee is paid only for hours worked and does not receive any employment benefits. A casual employee does not have the right to grieve employment decisions.

1.10 CLASSIFIED EMPLOYEE. An employee who has served the prescribed probationary period and is eligible for the rights and privileges provided for under these Rules.

1.11 CONTINUOUS LENGTH OF COUNTY SERVICE. Continuous length of County service means the length of time for which there have been no breaks in employment as an employee spanning from the employee's Date of Hire, other than annual leave, sick leave, military leave authorized pursuant to Section 10.24 below, or authorized leave without pay for less than six (6) months.

1.12 CONTRACT EMPLOYEE. Contract employees are FLSA exempt and are unclassified employees and have a contract approved by the Board. Contract employees serve at the will and pleasure of the Board. Contract employees are not entitled to grievance procedures or holiday premium pay.

1.13 COUNTY BUSINESS. The performance of duties of a County employee at an employee's normal workstation or at a location authorized by the County.

1.14 COUNTY MANAGER. An individual appointed by the Board to conduct the business of the County and to act as the administrative assistant to the Board aiding and assisting the Board in the exercise of their duties and responsibilities. In the event there is no County Manager, the duties and responsibilities specified in these Rules shall be carried out by an appointed Acting County Manager or the chairperson of the Board.

1.15 DATE OF HIRE. Date of Hire is the date indicated as such on the employee's Personnel Action Form indicating New Hire as a regular employee, from which there is continuous length of County service. Alternatively, the Date of Hire may be from the date of Reinstatement if reinstatement occurs after a lapse of continuous length of County service.

1.16 DEMOTION. An employee may be demoted to a position for which the employee is qualified when the employee would otherwise be terminated. The demotion may be a result of funding shortages. An employee who does not possess the necessary ability to render satisfactory performance in the position presently held may be demoted. Employees may voluntarily request such a demotion. Demoted employees may receive a reduction in pay, per County Manager approval and department head recommendation. Only a regular employee demoted due to disciplinary action is entitled to grievance procedures under Section VIII, Grievance Procedures.

1.17 DEPARTMENT DIRECTOR. An employee hired to fill a position who has the responsibility of supervising and administrating a department of County government as determined and designated by the Board.

1.18 DISMISSAL. Dismissal means the involuntary separation or dismissal from employment for disciplinary reasons.

1.19 DOMESTIC PARTNER. An individual who has an exclusive and committed relationship with a County employee and the relationship is the same as, or similar to, a marriage relationship in this state. For purposes of these Rules: 1) domestic partners must have shared a common, primary residence for twelve (12) or more consecutive months, 2) must jointly be responsible for each other's common welfare and share financial obligations, 3) neither can be married or a member of another domestic partnership, 4) both must be at least 18 years of age, and 5) are not related by blood to a degree of closeness that would prevent them from being married to each other in this state.

1.20 DUE PROCESS. The right granted to a regular employee to pre- and post-disciplinary hearings for actions of suspension, demotion or dismissal.

1.21 ELECTED OFFICIAL. An individual elected by popular vote or appointed to fill vacancies in elective office, i.e., County Commissioner, County Clerk, County Treasurer, County Sheriff, County Assessor, and Probate Judge.

1.22 EXEMPT EMPLOYEES. All executive, administrative and professional employees as those terms are defined in the federal Department of Labor regulations relating to the Fair Labor Standards Act, and whose compensation is based on a fixed salary.

1.23 GRANT FUNDED EMPLOYEE. A full or part-time employee hired to fill a position that exists only upon receipt of grant funds. This position is terminable-at-will if funding is not received or upon expiration of the grant agreement.

1.24 GRIEVANCE HEARING. A formal hearing conducted at the request of an employee who is grieving a promotion, suspension, demotion, involuntary transfer, or dismissal as set forth in these Personnel Rules and Regulations.

1.25 GRIEVANCE. A formal complaint by an employee concerning actions taken by management which result in loss of pay to the employee and/or privileges to the employee including suspension, demotion, involuntary transfer or dismissal.

1.26 HEARING OFFICER. The individual who is charged with the responsibility of hearing and deciding allegations of improper promotion, post-disciplinary action matters of demotion, suspension and dismissal.

1.27 IMMEDIATE FAMILY. Spouses, domestic partners, children, parents, siblings, grandparents, grandchildren, like in-laws, and like step-relationships and persons with legal custodial relationships.

1.28 LAYOFF. The involuntary separation of an employee from County service without fault on the part of the employee, due to the abolition of a position, reorganization, lack of work, or lack of funds.

1.29 MEDICAL DISABILITY DISMISSAL. The dismissal of an employee from County employment when the employee is unable to perform the essential functions of the position

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

1.30 NONEXEMPT EMPLOYEES. All employees who are not exempt employees as defined in the federal Department of Labor regulations relating to the Fair Labor Standards Act.

1.31 PART-TIME EMPLOYEE. An employee who works more than twenty (20) hours and less than forty (40) hours per week. Employees working twenty (20) hours or more on a consecutive basis are eligible for fringe benefits.

1.32 PRE-DISCIPLINARY HEARING. A hearing conducted by the County Manager or his/her designee before the imposition of the disciplinary actions of suspension, demotion or dismissal.

1.33 PROBATIONARY EMPLOYEE. A full-time or part-time employee hired to fill a regular position that has not yet completed the 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. Salaried FLSA Exempt employees do not accrue sick leave.

1.40

1.41 SUSPENSION. An involuntary leave of absence, with or without pay, for disciplinary reasons, or pending investigation of allegations made against an employee, or for pending determination of the grievance procedure.

1.42 TEMPORARY EMPLOYEE. An employee hired to fill a position that will temporarily fill a position that is vacant due to the absence of an employee or for some other requirement.

Temporary employment will not exceed a six (6) month period. All temporary employees are terminable-at-will, do not accrue leave, and do not receive employee benefits.

1.43 TERM EMPLOYEE. An employee that is hired to fill a position for a specific time period based on Board funding for a specified period of time, funding source or similar situation, not to exceed two years in duration.

1.44 TRANSFER. The voluntary or involuntary movement of an employee, from one department or office to another department or office in the County service.

1.45 UNCLASSIFIED EMPLOYEE (or At-Will Employee). An employee who can be dismissed at any time, with or without cause. The terminable-at-will employees in the County shall be: probationary employees; temporary employees; contract employees; and others designated by the Commission. Terminable-at-will employees are not entitled to the grievance procedures provided for in these Rules.

SECTION II: EMPLOYMENT STATUS

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

A. Probationary Employee. A full-time or part-time employee hired to fill a regular position that has not yet completed the twelve (12) month probationary period of employment during which time the employee is terminable-at-will. During this probationary period, the supervisor is required to evaluate the employee 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.

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 my 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 Resourced 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 Recourses 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 valuation 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 administration 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 my 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 Recourses, 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 the employee as available.
10. If it appears that any functional limitations on the employee's ability to perfume 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 procession of a workers' compensation claim.

11. All actions taking 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. Hunan 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 shard 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 be 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 will 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)	1.54	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. Probationary employees accrue a maximum of 40.04 hours of sick leave during their probationary period. Part-time employees accrue sick leave at 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 al 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. If at any time your FMLA leave is without pay, arrangements must be made with the Human Resource Director to pay any out of pocket expense (payroll deduction) for your health insurance, this payment must continue during the FMLA period to maintain your current coverage. When family medical leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee qualifies. The County guarantees reinstatement to all eligible employees who are not key employees. If the employee fails to return to work or contact their supervisor on or before their expected date of return, the County will assume that the employee has abandoned their job. The following appointed positions as listed in the Personnel Policy ordinance are key employees within the County and may or may not be eligible to take family medical leave:
    1. County Manager
    2. Under-Sheriff
    3. Deputy Assessor
    4. Deputy Clerk
    5. Deputy Treasurer
    6. Sheriff's Administrative Secretary
G. According to FMLA, key employees are not guaranteed reinstatement; however, the Board (for contract and unclassified employees), and a department director or elected official may authorize reinstatement, as appropriate subject to approval by the County Manager.

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

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

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

10.17 Voting Leave. For purposes of national, state or local election, an employee who is registered to vote will be granted up to two (2) hours paid leave for voting, between the time of opening and the time of closing of polls. The employee's supervisor may specify the hours for the leave. This leave will not be granted to any employee whose work day begins more than two (2) hours subsequent to the time of the opening of the polls, or ends more than 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 carriers 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 paragraphs11.10 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 is 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 2018-02. 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_____ . 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)

REPORTS

NOT

PRESENTED

DISTRIBUTION FOR AUGUST- 2018

PREPARED BY: Dolores Vallejos

	TOTALS CURRENT	DELINQUENT	1%	TOTALS	OK AMOUNT
STATE -					11,862.00
Debt Service		11,859.09	118.59	11,859.09	
Gettis		102.12	1.02	102.12	
Horse		20.60	0.20	20.60	
Sheep			-	-	
Buffalo				-	
COUNTY -					97,943.98
Operational		98,933.31	989.33	98,933.31	
Debt Service				-	
SCHOOLS -					100,727.72
Operational		4,070.33	40.70	4,070.33	
Debt Service		75,208.03	752.08	75,208.03	
Debt Tech Service		4,513.92	45.13	4,513.92	
Capital Improv.		16,935.44	169.35	16,935.44	
COLLEGE -					12,214.64
Operational		8,140.96	81.40	8,140.96	
Debt Service		4,073.68	40.73	4,073.68	
CITY OF GRANTS -					27,977.08
Operational		27,977.08	279.77	27,977.08	
Debt Service				-	
Judgment				-	
VILLAGE OF MILAN -					2,286.42
Operational		2,275.04	22.75	2,275.04	
Debt Service		11.38	0.11	11.38	
QUEMADO SCHOOL DIST. -					908.78
Operational		90.14	0.90	90.14	
Debt Service		436.77	4.36	436.77	
Capital Improv.		381.87	3.81	381.87	
Cibola General Hospital					36,615.85
		36,615.85	366.15	36,615.85	
TOTALS	-	291,645.61		291,645.61	290,536.47

FLOOD	11.06
LAVA	4.98
TOTAL	2,932.42

FLOOD -

CURRENT		
DELINQUENT	$	1,106.33
TOTAL	$	1,106.33
1%		11.06
TOTAL	$	1,095.27

LAVA -

CURRENT		
DELINQUENT	$	498.63
TOTAL	$	498.63
1%	$	4.98
TOTAL	$	493.65

NM State Penatly & Int.	$	31,298.15
County Penalty & Int.	$	6,892.65
TOTAL	$	38,190.80

Rendition Fee	$	7.84
County Admin. Fee	$	9.08
1% Reappraisal Fee	$	1,109.14

ADMIN. FEE	9.08
RENDITION FEE	7.84
TOTAL NM STATE COST FEE	2,250.00
TOTAL NM STATE P & I	31,298.15
TOTAL COUNTY P & I	6,892.65
TOTAL CURRENT TAXES	-
TOTAL DELINQUENT TAXES	293,250.57
TOTAL	333,708.29 DISBURSEME

TOTAL COUNTY PORTION **$105,962.69**

DISTRIBUTION FOR THE MONTH OF - AUGUST 2018

DATE	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	P&I	ADMIN	BATMEN	ENDITI	P/P	TATE COS	O/S	OVERPMT	TOTAL
08/01/18	$ 450.14	56.90	75.31	49,779.51	49,542.59	49,500.00	49,500.00				22,374.39			0.14	2,347.07		5.69		$ 223,631.74
08/02/18	$ 1,171.72	855.61			273.52				38.97		440.34				1,197.20				$ 3,977.36
08/03/18	$ 2,397.40	437.79	163.02	64.24	150.00		20.37				845.38				819.16	125.00			$ 5,022.36
08/06/18	$ 1,256.32	156.28									212.00	5.58			2,288.26				$ 3,918.44
08/07/18	$ 1,806.62	270.59				49.12					227.81				967.92				$ 3,322.06
08/08/18	$ 837.93	135.60									89.61				137.07				$ 1,200.21
08/09/18	$ 1,867.40	1,019.38						48.65			247.56				1,884.97		0.46		$ 5,068.42
08/10/18	$ 1,323.49	783.92							68.16		555.38				1,153.39				$ 3,884.34
08/13/18	$ 1,575.88	42.70	25.00								196.46				927.75				$ 2,767.79
08/14/18	$ 1,029.27	729.47									310.60				1,151.60				$ 3,220.94
08/15/18	$ 1,310.89	466.84									241.47								$ 2,019.20
08/16/18	$ 7,748.74	5,057.84	605.31	596.84				118.29			2,556.01	3.50		1.20	431.85				$ 17,119.58
08/17/18	$ 1,483.92	364.21	154.96								290.37				439.79	125.00			$ 2,858.25
08/20/18	$ 879.89	524.14	269.12	26.88		37.89					557.21				13,713.92	625.00			$ 16,634.05
08/21/18	$ 2,704.26	124.05	50.37	50.95							410.45				267.38				$ 3,607.46
08/22/18	$ 1,651.13			97.25							206.68			0.18	1,197.20				$ 3,152.44
08/23/18	$ 1,362.52	27.82		94.80							185.57			6.32					$ 1,677.03
08/24/18	$ 1,192.58	824.47	978.90	210.68	96.68		20.41	51.14			961.92				1,914.01	500.00			$ 6,750.79
08/26/18	$ 120.97	112.55									48.69								$ 282.21
08/27/18	$ 8,527.94	1,119.01	138.47	32.65	48.08	68.15					1,262.08				1,494.79	250.00			$ 12,941.17
08/28/18	$ 454.71								95.82		66.72								$ 617.25
08/29/18	$ 17.41	307.73	117.38							38.92	278.56				350.86				$ 1,110.86
08/30/18	$ 10,142.68	186.14									109.05				11,012.09	125.00			$ 21,574.96
08/31/18	$ 9,582.92	7,820.13	7,593.37				38.90				5,516.49				1,253.53	500.00			$ 32,305.34
																			$ -
																			$ -
																			$ -
																			$ -
																			$ -
																			$ -
TOTAL	60896.73	$ 21,423.17	$ 10,171.21	$ 50,963.80	$ 50,110.87	$ 49,655.16	$ 49,579.68	$ 218.08	$ 202.95	$ 38.92	$ 38,190.80	$ 9.08	$ -	$ 7.84	$ 44,949.81	$ 2,250.00	$ 6.15	$ -	$ 378,664.25

TAXES	CARDS	$293,250.57
	COMP	293,250.57
	TOTAL	$ -
P&I	CARDS	$ 38,190.80
	COMP	38,190.80
	TOTAL	$ (0.00)
ADMIN	CARDS	$ 9.08
	COMP	9.08
	TOTAL	$ -

TAX TOTAL $ 293,250.57

TAX COLLECTON ON LOCAL AND CENTRALLY ASSESSED PROPERTY IN CIBOLA COUNTY (as of August-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	$ 10,265,563.61	$ 871,122.40	92%	$ (105,710.04)
2016	$ 10,873,872.90	$ 10,214,989.98	$ 503,863.29	95%	$ (155,019.63)
2015	$ 10,269,911.58	$ 10,033,847.19	$ 286,200.58	97%	$ 50,136.19
2014	$ 10,668,261.16	$ 9,977,254.47	$ 193,323.33	98%	$ (497,683.36)
2013	$ 10,103,538.55	$ 9,569,411.92	$ 121,843.21	99%	$ (412,283.42)
2012	$ 9,166,233.45	$ 8,889,179.09	$ 103,823.40	99%	$ (173,230.96)
2011	$ 9,553,460.83	$ 9,225,968.33	$ 133,351.63	99%	$ (194,140.87)
2010	$ 9,117,162.73	$ 8,653,047.84	$ 118,671.07	99%	$ (345,443.82)
2009	$ 9,370,416.62	$ 9,049,497.98	$ 136,667.30	99%	$ (184,251.34)
2008	$ 8,293,448.08	$ 8,055,504.60	$ 111,961.20	99%	$ (125,982.28)
		$ 93,934,265.01	$ 2,580,827.41		

PREPARED Dolores Vallejos

APPROVED Kathy Gonzales

DATE: September 20, 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.

Cibola County Road Dept.

700 E. Roosevelt Suite 50
Grants NM 87020
505-285-2570 Phone 505-285 3656 Fax

Tuesday, September 12, 2018

To: Kate Fletcher - County Manager
Fr: Gary Porter - Public Works Director
Re: Monthly Report: 8/1/18 - 8/31/18 (August)

Regular Maintenance

Blade & Shape

Road	Description	Miles
C15	Rinconada Road	5.053
C25A	Chapman Road	0.951
C35	Fencelake Community Roads	9.064
C33	Candy Kitchen Road	9.000
C49	Zuni Canyon Road	15.427
C41	Pie Town Road	10.714
	Total Miles	50.209

Special Projects

C1	Marquez Rd. - Transfer Station Project per Commissioner Robert Armijo. Clean cattle guards.
C23A	Nursery Rd. - Pick up trash that was dumped on the side of the road.
C6	Seboyeta-Bibo Rds. - Clean up roads & shoulders due to rain. Haul dirt & rock to Armijo Crossing.
C21	Murray Acres - Mowing & cut trees.
C25B	Roberts Rd. - Mowing & clean culverts.
C28C	Cemetery Rd. - Cut trees & sweep.
C26	Golden Acres Road - Mowing.
C28	Bluewater Village - Mowing & sweep.
C28A	Plano Colo. Frontage Rd. - Mowning.
C29	Plano Colorado - Mowing.
C33	Candy Kitchen Rd. - Repair culvert.
C30	Bluewater South - Clean culverts & clean roadway.
C52	El Gallo Rd. - Clean roadway due to flooding.

C14	*San Fidel Village - Clean roadway due to flooding.*
C58	*San Rafael Village - Clean debris of roadway & cattle guards due to flooding, mowing.*
C20	*San Mateo - Sweep.*
C49	*Zuni Canyon Rd. - Clean roadway & cattleguards.*
C53	*Salazar Loop - Mowing.*
C23	*Ralph Card Rd. - Sweep.*
C22	*Broadview Acres - Sweep.*
C51A	*Nth Lawrence Rd. - Work on washout.*
C59	*Dwight Small Rd. - Mowing.*
C24	*Elkins Rd. - Mowing.*
C17	*Mt. Taylor Addition - Mowing.*
C17A	*Walter Rd. - Mowing.*

Co-op - SB-7731 (195) 18

C59	*Dwight Small Road - Patching.*
C10A	*Seco Canyon Road - Patching, Sweep.*
C14	*San Fidel Village - Patching.*
C7	*Cubero Loop - Patching, Sweep.*
C22	*Broadview Acres (Thunderbird Road) - Patching*
C58	*San Road - Patching.*

Cibola County Road Dept.

700 E. Roosevelt Suite 50
Grants NM 87020
505-285-2570 Phone Fax 505-287-3656

MAINTENANCE REPORT

August 2018

Department	Unit Number	Total Parts & Oil	Hours Worked	Mechanic Rate	Total on Repair Order
Road Dept.	131	$35.79	4	$ 17.50	$ 105.79
Road Dept.	137	$178.33	2	$ 17.50	$ 213.33
Road Dept.	138	$182.95	2	$ 17.50	$ 217.95
Road Dept.	150	$223.31	10	$ 17.50	$ 398.31
				TOTAL	$ 935.38
DWI	G-85669	$21.05	6	$ 17.50	$ 126.05
				TOTAL	$ 126.05
Sheriff's	G-00038	$28.60	5	$ 17.50	$ 116.10
Sheriff's	G-85729	$27.52	1	$ 17.50	$ 45.02
Sheriff's	G-92102	$26.93	2.5	$ 17.50	$ 70.68
Sheriff's	G-96108	$8.00	2	$ 17.50	$ 43.00
Sheriff's	G-99164	$8.00	6	$ 17.50	$ 113.00
				TOTAL	$ 387.80

Cibola County Road Dept.

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

FUEL REPORT - CIBOLA COUNTY ROAD DEPARTMENT
August 2018

	UNLEADED					
UNIT #	VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TOTAL COST
127	G-18473	0.00	#DIV/0!	52	0.000	$ -
128	G-18464	#VALUE!	#VALUE!	N/U	0.000	$ -
130	G-15638	#VALUE!	#VALUE!	N/U	0.000	$ -
131	G-29800	0.35	7.82	172	22.000	$ 59.53
132	G-29091	0.35	7.81	189	24.200	$ 65.49
133	G-23696	0.00	#DIV/0!	23	0.000	$ -
134	G-23697	#VALUE!	#VALUE!	N/U	0.000	$ -
135	G-39980	0.23	11.66	781	67.000	$ 176.93
136	G-39988	0.26	10.00	340	34.000	$ 88.09
138	G-95862	0.17	16.19	1,877	115.900	$ 323.47
139	G-57384	0.21	12.78	290	22.700	$ 60.47
140	G-57619	#VALUE!	#VALUE!	N/U	0.000	$ -
141	G-57618	#VALUE!	#VALUE!	N/U	0.000	$ -
146	146	#VALUE!	#VALUE!	N/U	0.000	$ -
147	G-66164	#VALUE!	#VALUE!	N/U	0.000	$ -
148	G-66165	0.23	11.66	338	29.000	$ 76.98
150	G-70482	0.20	12.98	2,229	171.700	$ 456.72
151	G-78718	0.07	37.92	986	26.000	$ 67.36
152	G-64239	0.16	16.83	707	42.000	$ 112.04
153	G-86952	#VALUE!	#VALUE!	N/U	0.000	$ -
154	G-86953	0.10	25.74	399	15.500	$ 40.84
155	G-86954	0.13	21.05	2,092	99.400	$ 263.90
157	G-91750	0.21	12.69	425	33.500	$ 88.35
Extra Gas Card	Extra Gas Card	#DIV/0!	0.00	0	5.000	$ 17.76
			TOTAL GAS		707.900	$ 1,897.93

DIESEL FUEL						
UNIT #	VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TOTAL COST
137	G-50237	0.21	13.16	337	25.600	$ 69.58
202	G-18484	#VALUE!	#VALUE!	N/U	0.000	$ -
209	G-18476	0.00	#DIV/0!	312	0.000	$ -
211	G-18795	#VALUE!	#VALUE!	N/U	0.000	$ -
212	G-30550	#VALUE!	#VALUE!	N/U	0.000	$ -
213	G-30549	#VALUE!	#VALUE!	N/U	0.000	$ -
214	G-38441	0.81	3.43	347	101.100	$ 281.74
215	G-67372	0.49	5.74	883	153.700	$ 430.21
216	G-67371	0.59	4.68	662	141.400	$ 392.91
217	G-70782	0.28	10.15	478	47.100	$ 134.43
218	Distributor	#VALUE!	#VALUE!	N/U	0.000	$ -
219	Water Truck	0.00	#DIV/0!	104	0.000	$ -
220	New Transport	0.61	4.86	1,146	235.600	$ 703.17
305	305	0.98	2.77	28	10.100	$ 27.45
306	306	7.32	0.37	16	42.800	$ 117.13
307	307	11.43	0.25	16	64.400	$ 182.94
308	308	2.05	1.35	65	48.100	$ 133.00
309	309	13.65	0.21	21	101.400	$ 286.67
310	310	6.40	0.44	41	92.300	$ 262.51
311	311	6.72	0.41	24	58.400	$ 161.24
312	312	#VALUE!	#VALUE!	N/U	0.000	$ -
313	313	#VALUE!	#VALUE!	N/U	0.000	$ -
314	314	4.98	0.56	18	32.100	$ 89.66
416	416	12.00	0.23	45	192.600	$ 539.88
417	417	9.33	0.29	65	222.100	$ 606.47
418	418	4.92	0.55	20	36.200	$ 98.40
501	501	#VALUE!	#VALUE!	N/U	0.000	$ -
Extra Diesel Card	Extra Diesel Card	#VALUE!	#VALUE!	N/U	0.000	$ -
			TOTAL DIESEL		1605.000	$ 4,517.39

*N/U = NOT USED

ASSESSOR	BUILDINGS & GROUNDS	RURAL	EMERGENCY MANAGEMENT	DETENTION	LOBO VFD	MANAGER	DATA PROCESSING	SHERIFF	SAN RAFAEL VFD	DWI	TREASURER	CLERKS	DISPATCH	BLUEWATER	
$ 25.81	$ 57.02		$ 79.00		$ 41.00	$ 68.02	$ 22.70	$ 8,040.25	$ 50.00				$ 41.00	$ 73.00	
$ 24.00			$ 81.14		$ 60.00				$ 24.00					$ 30.09	
$ 35.00			$ 57.00						$ 58.01						
$ 21.72			$ 81.00						$ 47.00						
			$ 63.00						$ 52.00						
			$ 51.00												
			$ 83.00												
			$ 49.00												
			$ 46.00												
$ 106.53	$ 57.02	$ -	$ 590.14	$ -	$ 101.00	$ 68.02	$ 22.70	$ 8,040.25	$ 231.01	$ -	$ -	$ -	$ 41.00	$ 103.09	$ 9,360.76
$ (8.41)	$ (3.41)	$ -	$ (43.04)	$ -	$ (7.48)	$ (4.81)	$ (1.48)	$ (314.79)	$ (16.65)	$ -	$ -	$ -	$ (2.78)	$ (6.29)	$ (607.32)
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	$ 8,753.44
														REBATE	0
															$ 8,753.44

[redacted]

	$ 9,360.76
CREDIT	$ (607.32)
[redacted]	$ 8,753.44

JUL 18

LAW	LAW	LAW	LAW	LAW	LAW	LAW	LAW	LAW	LAW	LAW	LAW	SRO	LAW	LAW	LAW	LAW	AC LAW	LAW	LAW	LAW	LAW	LAW	
G92101 ARCHULET	G96108 CASTANED	G86096 D CHAVEZ	G86096 S CHAVEZ	B GARDEN	G78720 H HALL	G85514 M HAWKINS	G88605 J HOCKER	G99164 A KEMP	G90204 P LUCERO	G96112 T MACE	G96442 J MCCOWEN	G78722 M MONTE	G96111 M MUNK	G90667 B PENA	00038G A ROANE	G88608 A ROMERO	G90205 E SANCHEZ	G96110 R VELOZ	G92102 N WADFORD	G-88609 K WARD	G85515 E AUGUSTIN	G78717 OFFICE	
$ 69.00			$ [redacted]	$ 51.00			$ 40.00	$ 30.81	$ 45.71	$ 87.54	$ [redacted]		$ 51.50		$ 57.00		$ 41.01	$ 62.65	$ 58.50	$ 59.83		$ 45.50	
$ 56.25			$ 64.00	$ 50.00			$ 63.00	$ 33.80	$ 47.45	$ 89.74	$ 35.00		$ 36.01		$ 26.50		$ 47.01	$ 45.70	$ 67.00	$ [redacted]		$ 67.00	
$ 48.50			$ 68.00	$ 35.00			$ 24.00	$ 69.05	$ 31.83	$ 77.05	$ 45.00		$ 52.00		$ 46.00		$ 43.00	$ 52.06	$ 53.00	$ 54.03			
$ 46.40			$ 57.00	$ 26.00			$ 55.01	$ 45.91	$ 44.65	$ 67.17	$ [redacted]		$ 52.08		$ 55.89		$ 33.00	$ 43.46	$ 62.00	$ 59.98			
$ [redacted]			$ 60.00	$ 34.00			$ 14.00	$ 26.13	$ 44.15	$ 84.58	$ 19.00		$ 57.78		$ 55.01		$ 38.00	$ 61.02	$ 37.00	$ 77.75			
$ 55.00			$ 62.00	$ [redacted]			$ 60.00	$ 24.57	$ 42.74	$ 83.63	$ [redacted]		$ 44.00		$ 32.88		$ 39.00	$ 52.32	$ 54.00	$ 68.95			
$ 51.10			$ 67.00				$ 33.00	$ [redacted]		$ 74.97	$ 48.00		$ 50.52		$ 35.60		$ 45.00	$ 56.55	$ 51.00	$ 58.83			
$ 57.00			$ 58.01				$ 15.00	$ 30.70		$ 78.25	$ 39.00		$ 45.00		$ 40.04		$ 45.00		$ 60.00	$ 82.92			
$ 53.50			$ [redacted]					$ 41.61			$ 47.01		$ 50.00		$ 41.41				$ 64.00	$ 68.11			
$ 31.00			$ 58.00					$ 48.24			$ 52.00		$ 39.90		$ 52.01					$ 66.94			
$ 53.00			$ 65.00					$ 41.55					$ 42.37		$ 50.34								
$ 47.00			$ 67.00					$ [redacted]					$ 23.01		$ 47.58								
$ 49.50			$ 66.00					$ [redacted]					$ 38.90		$ 49.41								
$ 63.00			$ 59.00					$ [redacted]					$ 47.70		$ 20.00								
$ 57.01			$ 68.00					$ [redacted]					$ 50.00		$ 37.92								
$ 10.01								$ 41.26					$ 38.50		$ 48.13								
$ 50.00								$ 38.45					$ 45.05		$ 55.00								
$ 54.50								$ 47.50							$ 37.21								
								$ 36.62							$ 36.30								
															$ 56.39								
															$ 45.00								
$ 894.77	$ -	$ -	$ 939.00	$ 228.00	$ -	$ -	$ 304.01	$ 769.01	$ 256.53	$ 642.93	$ 380.33	$ -	$ 764.32	$ -	$ 925.62	$ -	$ 331.02	$ 373.76	$ 506.50	$ 611.95	$ -	$ 112.50	$ 8,040.25
$ [redacted]	$ -	$ -	$ [redacted]	$ [redacted]	$ -	$ -	$ [redacted]	$ [redacted]	$ [redacted]	$ [redacted]	$ [redacted]	$ -	$ [redacted]	$ -	$ [redacted]	$ -	$ [redacted]	$ [redacted]	$ [redacted]	$ [redacted]	$ -	$ [redacted]	$ (514.74)
$ [redacted]	$ -	$ -	$ [redacted]	$ [redacted]	$ -	$ -	$ [redacted]	$ [redacted]	$ [redacted]	$ [redacted]	$ [redacted]	$ -	$ [redacted]	$ -	$ [redacted]	$ -	$ [redacted]	$ [redacted]	$ [redacted]	$ [redacted]	$ -	$ [redacted]	$ 7,525.51
$ -	$ -	$ -	$ -	$ -		$ -		$ -	$ -	$ -	$0.00	$0.00	$ -	$0.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
x		$ -	$ -	x	x			x				$0.00			x	x	$ -	x	$ -	x	$ -	x	
			x																				

end month not on this bill
ticket fr last month

$ 7,525.51

JUL 18

LAW	LAW	LAW	LAW	LAW	LAW	LAW	LAW	LAW	LAW	LAW	LAW	SRO	LAW	LAW	LAW	LAW	AC LAW	LAW	LAW	LAW	LAW	LAW		
G92101 ARCHULETA	G96108 CASTANEDA	G86096 D CHAVEZ	G86096 S CHAVEZ	B GARDEN	G78720 H HALL	G85514 M HAWKINS	G88605 J HOCKER	G99164 A KEMP	G90204 P LUCERO	G96112 T MACE	G96442 J MCCOWEN	G78722 M MONTE	G96111 M MUNK	G90667 PUHUYESV	00038G A ROANE	G88608 A ROMERO	G90205 E SANCHEZ	G96110 R VELOZ	G92102 N WADFORD	G-88609 K WARD	G85515 AUGUSTIN	G78717 OFFICE		
$ 54.00		[redacted]		$ 54.01				$ 50.16	$ 42.89	$ 88.45	$ 32.00	$ 28.47	$ 42.00	$ 42.24	$ 27.47		$ 44.00		$ 49.29	$ 64.78		$ 44.79		
$ 65.30		[redacted]		$ 42.00				[redacted]	$ 44.48	$ 60.64	$ 45.00		$ 40.50	$ 58.00	$ 18.42		$ 46.00		$ 55.00	$ 84.50				
$ 25.00		[redacted]		$ 30.00				[redacted]		$ 87.41	$ 54.00		$ 50.75	[redacted]	$ 56.31		$ 43.01		$ 63.00	$ 59.56				
$ 44.00		[redacted]		$ 50.00				[redacted]		$ 78.29	$ 28.00		$ 48.07	$ 30.39	$ 20.93		$ 54.00		$ 35.01	$ 47.74				
$ 32.78		[redacted]						[redacted]		$ 78.80			$ 42.75	$ 35.48	$ 35.33		$ 31.02		$ 35.00	$ 45.13				
$ 42.00								[redacted]		$ 73.48			$ 30.31	$ 44.68	$ 19.05		$ 37.40		$ 53.01	$ 58.63				
$ 56.00								[redacted]		$ 82.50			$ 36.00	$ 55.90	$ 57.39		$ 31.00		$ 62.56	$ 44.86				
$ 58.85								[redacted]		$ 82.00			$ 57.40		$ 33.45		$ 38.00		$ 46.09	$ 54.08				
$ 40.00								[redacted]		$ 90.80			$ 48.37		$ 37.00		$ 41.00		$ 63.01	$ 50.31				
$ 47.30								[redacted]					$ 51.50		$ 41.71		$ 44.00		$ 60.00	$ 37.31				
$ 51.01								[redacted]					$ 47.00		$ 38.60				$ 67.50	$ 48.65				
$ 39.00								[redacted]					$ 44.30		$ 38.01				$ 63.00	$ 54.85				
$ 30.30								[redacted]					$ 44.93		$ 47.46									
$ 62.00								[redacted]							[redacted]									
$ 26.00								[redacted]							[redacted]									
$ 60.00								[redacted]							[redacted]									
$ 45.00								[redacted]							[redacted]									
								[redacted]							$ 49.43									
								[redacted]							$ 27.13									
								[redacted]							$ 37.96									
															$ 27.05									
															$ 46.90									
															$ 41.77									
															$ 28.61									
															$ 45.00									
$ 778.54	$ -	$ 327.00	$ -	$ 176.01	$ -	$ -	$ -	$ 852.51	$ 87.37	$ 722.37	$ 159.00	$ 28.47	$ 583.88	$ 296.70	$ 944.39	$ -	$ 409.43	$ -	$ 652.47	$ 650.40	$ -	$ 44.79	$	6,713.33
[redacted]	$ -	[redacted]	$ -	[redacted]	$ -	$ -	$ -	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	$ -	[redacted]	[redacted]	$ -	[redacted]	$	(434.40)
[redacted]	$ -	[redacted]	$ -	[redacted]	$ -	$ -	$ -	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	$ -	[redacted]	[redacted]	$ -	[redacted]	$	6,278.93
$ -	$ -	$ -	$ -	$ -		$ -		$ -	$ -	$ -	$0.00	$0.00	$ -	$0.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
x		$ -	$ -	x	x			x				$0.00			x	x	$ -	x	$ -	x	$ -	x		
			x					end month not on this bill ticket fr last month																
								$ 6,278.93																

AUG 18

SSESSOR	BUILDINGS & GROUNDS	RURAL	EMERGENCY MANAGEMENT	DETENTION	LOBO VFD	MANAGER	DATA PROCESSING	SHERIFF	SAN RAFAEL VFD	DWI	TREASURER	CLERKS	DISPATCH	BLUEWATER	
20.01		$ 56.04	$ 70.02				[redacted]	$ 6,713.33	$ 33.00	$ 45.00		$ 42.01	[redacted]	[redacted]	
28.01			$ 81.01				$ 33.78		$ 33.00	$ 42.00		$ 22.60	$ 25.10	[redacted]	
26.02			$ 69.00				$ 32.12		$ 59.00	$ 37.00			$ 40.00	[redacted]	
40.00			$ 61.00						$ 9.00	$ 44.40					
48.01			$ 56.00						$ 46.97						
37.00			$ 64.00												
22.50			$ 76.00												
25.50			$ 70.51												
$ 247.05	$ -	$ 56.04	$ 547.54	$ -	$ -	$ -	$ 140.12	$ 6,713.33	$ 180.97	$ 168.40	$ -	$ 64.61	$ 98.60	$ 85.18	$ 8,301.84
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	$ (543.95)
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	$ 7,757.89
														REBATE	0
															$ 7,757.89

	$ 8,301.84
CREDIT	$ (543.95)
[redacted]	$ 7,757.89

[redacted]

AUG 18

NEW ITEMS

11 a.

Ordinance 2018-003 Cibola County Personnel Policy

11a.

PLEASE SEE PUBLIC HEARING TAB FOR THIS DOCUMENT

NEW ITEMS

11 b.

Possible Change in Commission Meetings Date and Time for Nov. and Dec. Meetings

CIBOLA COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION № 17-47

WHEREAS, the Cibola County Board of Commissioners met upon notice of meeting duly published at the Cibola County Administration Building, 700 East Roosevelt Suite 50, Grants, NM 87020, on December 28, 2017 at 5:00 p.m. as required by law; and,

WHEREAS, the Cibola County Board of Commissioners is the duly elected governing body ofCibola County with the Authority for establishing a holiday schedule for County employees; and

WHEREAS, the Cibola County Board of Commissioners is further advised that these holidays either include traditionally observed holidays or are special Cibola County holidays previously designated by the Commission to benefit the County's employees;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Cibola County Commission that it adopts the following Holiday Schedule for 2018 calendar year.

Monday, January 15, 2018 - Martin Luther King Jr Day
Monday, February 19, 2018 - Presidents Day
Friday, March 30, 2018 – Easter Holiday
Monday, May 28, 2018 - Memorial Day
Wednesday, July 4, 2018 - Independence Day
Monday, September 3, 2018 - Labor Day
Monday, October 8, 2018 - Columbus Day
Monday, November 12, 2018 - Veterans Day
Thursday, November 22, 2018 -Thanksgiving Day
Friday, November 23, 2018 -Thanksgiving Holiday
Monday, December 24, 2018 – Christmas Eve Holiday
Tuesday, December 25, 2018 - Christmas Holiday
Monday, December 31, 2018 - New Year's Eve Holiday
Tuesday, January 1, 2019 - New Year's Holiday

201702771 Page 1of2B: 025 P: 06737 12/29/2017 10:35 AM
Michelle E. Dominguez, Cibola County, NM Clerk and Recorder

APPROVED, ADOPTED, AND PASSED on this 28th day of December, 2017.

Jack Moleres, Chairman

ABSENT

Robert Armijo, 1st Vice-Chair

Robert Windhorst, 2nd Vice-Chair

ABSENT

Daniel J. Torrez, Member

Martha Garcia, Member

Attest:

Michelle E. Dominguez, Cibola County Clerk

CIBOLA COUNTY COUNTY CLERK SEAL STATE OF NEW MEXICO

201702771 Page 2of28: 025 P: 06738 12/29/2017 10:35 AM
Michelle E. Dominguez, Cibola County, NM Clerk and Recorder

November

2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12 VETERAN'S DAY HOLIDAY	13	14	15	16	17
18	19	20	21	22 THANKSGIVING HOLIDAY	23 THANKSGIVING HOLIDAY	24
25	26	27	28	29	30	

December

2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24 CHRISTMAS HOLIDAY	25 CHRISTMAS HOLIDAY	26	27	28	29
30	31 NEW YEAR'S EVE HOLIDAY	January 1 NEW YEAR'S DAY HOLIDAY				

NEW ITEMS

11 c.

Approval of Requisitions and Invoices Over $10,000

REQUISITION ORDER

DATE:	DEPARTMENT:	QUOTE OBTAINED BY:
August 21, 2018	El Morro Valley VFD	Chief Homer

	QUOTE #1	QUOTE #2	QUOTE #3
VENDOR NAME:	MES (Municipal Emer. Svs)	Chief Supply	Artesia Fire Equip.
CONTACT NAME:	Michael Dennison	Dawn Rumpza	Glenda
PHONE:			800-748-2076
FAX:			888-477-9055

NO.	DESCRIPTION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
9	TECGEN71 Bunker Coat	1315.00	11,835.00	1693.75	15,243.75	1390.00	12,510.00
9	TECGEN71 Bunker Pants	950.00	8,550.00	1261.80	11,356.20	890.00	8,010.00
9	H41 Interceptor Nomex Hoods	125.00	1,125.00	25.18	226.62	32.00	288.00
9	TECGEN Rescue 80 MES Exclusive Jacket	175.00	1,575.00	369.91	3,329.19	290.00	2,610.00
9	TECGEN Rescue 80 MES Exclusive Pants	175.00	1,575.00	369.91	3,329.19	235.00	2,115.00
9	Bullard BYB63585 Helmets w/Retrak	355.00	3,195.00	306.44	2,757.96	260.00	2,340.00
9	FDXL 100 Leather Boots	295.00	2,655.00	388.07	3,492.63	262.00	2,358.00
9	ALPHA X Hybrid Structure gloves Sz. Lg	65.00	585.00	71.33	641.97	76.50	688.50
9	LXFB10-R Premium 3XL Turnout Gear Bags	60.00	540.00	64.21	577.89		-
9	Custom sewn leather fronts	52.00	468.00		-		-
1	TECGEN Rescue 80 MES Exclusive Jacket	315.00	315.00	369.91	369.91	290.00	290.00
1	TECGEN Rescue 80 MES Exclusive Pants	306.00	306.00	369.91	369.91	235.00	235.00
			-		-		-
			-		Could NOT OFFER		-
			-		The Same OR Equilivant		
			-		Gear, Howevere offered		
			-		lower Quailty Gear		-
			-		Not Recomended		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
	SUBTOTAL FOR SELECTED ITEMS		32,724.00		41,695.22		31,444.50
	TOTAL LABOR/ SERVICE COSTS		-		-		-
	TOTAL GROSS RECEIPTS TAX		-		-		-
	TOTAL SHIPPING/ FREIGHT COSTS		-		474.00		-
	GRAND TOTAL		32,724.00		42,169.22		31,444.50

VENDOR	Municipal Emergency Services (MES)	REASON SELECTED	BID	⇦
		CONTRACT/BID/RFP #		
ADDRESS	2330 W. University Dr.	ESTIMATED DELIVERY		
	Tempe, AZ 85281	PURCHASE ORDER #		

PURCHASING AGENT ENDORSEMENT	CERTIFICATION		FUND NAME & LINE ITEM #	AMOUNT
	With my signature, I hereby certify that all goods/services requested are necessary to properly conduct the operations of this department, and that all procurement has been conducted according to purchasing policies approved by the Cibola County Board of Commissioners.	If all three signatures are not obtained the purchase cannot move forward	427-018-464-00082	$ 32,724.00
		FIRE CHIEF SIGNATURE	EMERGENCY MANAGEMENT	FINANCE SIGNATURE

PLEASE REMEMBER ANY REQUISITIONS OVER $500.00 NOW REQUIRE 3 HARD QUOTES. ANY REQUISTION $10,000.00 OR MORE WILL NEED TO GO ON THE AGENDA FOR COMMISSION APPROVAL. IF USING STATE CONTRACT PLEASE LIST CONTRACT # ABOVE AS WELL AS THE FIRST 4 PAGES OF THE STATE CONTRACT, OTHERWISE IT WILL BE SENT BACK

EL MORRO VALLEY VOLUNTEER FIRE
3527 Ice Cave Rd., HWY. 53
HC-61 Box 5029
Ramah, NM 87321 (505)728-2244

08-21-2018

Cibola County Fire Marshal
515 W. High St.
Grants, NM 87020

Dear Chief Middleton:

Here is a requisition for new bunker gear for El Morro Valley VFD.

We have chosen MES as our desired bunker gear supplier. They are carrying the state of the art TECGEN71 Gear, and have a special package for Cibola County, which also includes the TECGEN Rescue 80 MES Exclusive gear for wildland. Their quote also includes helmet fronts and gear bags for our personnel.

We have previewed this gear first hand with a demo at El Morro Valley and find it to be far superior to other gear on the market and that it would be a great safety asset to our personnel.

We have other quotes from Chief Supply, and of course Artesia Fire. Chief Supply's quote is substantially higher and does not include the helmet fronts which we would have to order from another supplier, also their equipment is not the TECGEN equipment and we are therefore unsure how it would compare.

The quote from Artesia Fire, while some $1279.50 less in cost is also not the TECGEN gear, and also does not include the helmet fronts or the gear bags which we desperately need our firefighters to have to store their gear in so that this expensive equipment doesn't sustain any damage either in or outside the station. These things are again something that we would have to go to other suppliers to provide and the cost would perhaps be substantially either as much as the MES quote or more than the MES quote.

It is hoped that the Commission will grant us the power to make this important purchase for our personnel who give of themselves each day to protect the lives and property of the people of our district and Cibola County. We feel the MES quote is for far superior gear for both structure and wildland fire fighting, and that our personnel deserve the best. For our money, we can't beat the value of this package that Michael Dennison has put together for the personnel of Cibola County.

Thank you,

Kenneth A. Homer, Chief
El Morro Valley VFD

MUNICIPAL EMERGENCY SERVICES

2330 West University Drive
Unit #10
Tempe, AZ 85281

Quote

Date	7/20/2018
Quote #	QT1191504
Expires	8/19/2018
Sales Rep	Denison, Michael
PO #	
Shipping Method	FedEx Ground

Bill To
Dustin Middleton
Cibola County
700 East Roosevelt Suit 50
Grants NM 87020

Ship To
Dustin Middleton
Cibola County
700 East Roosevelt Suit 50
Grants NM 87020

Item	Alternate #	Units	Description	Qty	Unit Sale Price	Total
TECGEN71-Exclusive-Coat			Exclusive TecGen 71 Coat	9	1,315.00	11,835.00
TECGEN71-Exclusive-Pant			Exclusive TecGen 71 Pant	9	950.00	8,550.00
H41PSNBFHLG-Large			H41 Interceptor™ Hood with Nomex® Nano-Flex Technology - Size Large (Head circumference 22.1" - 24")	9	125.00	1,125.00
XJMTXLR-XL-Reg-Tan			TECGEN Rescue80 MES Exclusive Jacket	9	175.00	1,575.00
XPMTXL32-XL-32-Tan			TECGEN Rescue80 MES Exclusive Pant	9	175.00	1,575.00
BULLARD Helmets	BYB63585		BYB63585 BULLARD Helmets Traditional White, Lt, w/Retrak	9	355.00	3,195.00
FDXL100-Black/Red-11-Wide			FDXL100 Leather Boots	9	295.00	2,655.00
Alpha-X-Hybrid-L			ALPHA X Hybrid Certified NFPA 1971 Structural Glove Size: Large	9	65.00	585.00
LXFB10-R			Premium 3XL Turnout Gear Bag w/ Helmet Compartment, Jumpsuit Compartment, Reinforced Bottom & Triple Trim Reflective—RED	9	60.00	540.00
Custom Sewn Fronts 6in			6" leather front w/ sewn or recessed letters - ref MES QUOTE 180164	9	52.00	468.00
XJMTXLR-XL-Reg-Tan			TECGEN Rescue80 MES Exclusive Jacket	1	315.00	315.00
XPMTXL32-XL-32-Tan			TECGEN Rescue80 MES Exclusive Pant	1	306.00	306.00

MES
MUNICIPAL EMERGENCY SERVICES

Quote

Date 7/20/2018
Quote # QT1191504

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri	Amount

Subtotal	32,724.00
Shipping Cost (FedEx Ground)	0.00
Total	$32,724.00

All TecGen Priced at interceptor package pricing. Price is only valid on a 1 for 1 Price.

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1191504

Quote

Date	8/16/2018
Quote #	4538
Acct. No.	566353
Terms	Net 30 Days
Customer PO #	
Sales Rep	Dawn Rumpza
Shipping Method	Chief Fedex Ground
Tracking #	

Chief Supply/Lydia's Uniforms
Chief Supply
2121 Distribution Center Dr.
Suite E
Charlotte NC 28269
United States
800.733.9281

of

Bill To

Cibola County Fire
Accounts Payable
700 E Roosevelt Ave Ste 50
Grants NM 87020-2184
United States

Ship To

Chief Ken Homer
Cibola County Fire - El Morro Valley Dist 21
700 E Roosevelt Ave Ste 50
Grants NM 87020-2184
United States

Item	Qty	Units	Description	Rate	Amount
FXRECAGCFG-LG	9	EA	Fx-R Express Turnout Gear With Upgraded Liner, Lg, Gold, Advance Nomex Kevlar, Lime Silver Trim, Coat	$1,693.75	$15,243.75
FXREPAGCFG-LG	9	EA	Fx-R Express Turnout Gear With Upgraded Liner, Lg, Gold, Advance Nomex Kevlar, Lime Silver Trim, Pant	$1,261.80	$11,356.20
3808185	9	EA	Cobraâ„¢ Eliteâ„¢ Original Hood, Nomex Lenzing Fr, Off White	$25.18	$226.62
1044DSW	9	EA	1044 Helmet W/Clear Defender Shield, Standard Headliner, White	$306.44	$2,757.96
XGLOVE-G-L	9	EA	Alpha-X Structural Glove, Gauntlet Cuff, Large	$71.33	$641.97
FDXL10010W	9	EA	Leather Fire Boot, Black & Red, 10, Wide	$388.07	$3,492.63
OK-6565001	9	EA	Large Fire Gear Bag W/Wheels, Red	$64.21	$577.89
XJ3TXLT	10	EA	Level 3 Xtreme Jacket, X-Large / Tall, Tan	$369.91	$3,699.10
XP3TLG34	10	EA	Level 3 Xtreme Pants, Large, Tan, 34	$369.91	$3,699.10

Subtotal	$41,695.22
Discount Total	
Tax Total (%)	$0.00
Shipping Cost	$474.00

Total	$42,169.22

Artesia Fire Equipment , Inc.

Quotation

PO Box 1367
1014 S. First St.
Artesia, NM 88210

Phone# 800-748-2076 Art. / 888-477-9055 Alb.

DATE	Quote NO.
8/20/2018	**20248REV**

NAME / ADDRESS
Cibola County Purchasing Office 700 East Roosevelt Suite 50 Grants, NM 87020 (505) 287-9431

SHIPPING ADDRESS
EL MORRO FIRE DEPARTMENT CHIEF KEN HOMER kah1949.kh@gmail.com elmorrovalley.volunteerfire@gmail.com (505) 728-2244

PRICES MAY CHANGE AFTER: 9/19/2018

ATTENTION:	CUSTOMER REF. NO.	REP	FOB	TERMS
KEN HOMER	**EL MORRO FD**	JF	DESTINATION	Net 30

ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
LI-CVBM-32	LI-CVBM-32 - LION V-Force bunker coat. Standard features include self-fabric cuff, shoulder and elbow reinforcements; Bi-swing back; Zipper with FR hook & loop closure; Ever-dry Reach System with Wristshield System; 8" over-the hand Nomex/Kevlar isodri wristlets; 3" contoured collar; Drag Rescue Device (DRD); Semper Dri System; Liner Inspection System. K7 Liner with Glide face cloth & 1.5 oz AraFlo Dri ,CROSSTECH BLACK (type 2F) PTFE/Nomex Pajama Check laminated membrane. Armor AP outer shell, Khaki. 3" NFPA Yellow ventilated triple trim. Semi bellow & handwarmer combo pocket, handwarmer lined with fleece. Radio pocket with mic tab on the left chest. Flashlight strap on the right chest. Mic tab on upper right chest and self fabric hanger loop. Two line lettering patch, sewn onto upper yoke of coat. Sewn on 3" lime/yellow 3M Scotchlite lettering on lettering patch (EL MORRO FD) on 1st line, hanging letter patch with 2" Lime/ Yellow 3M Scotchlite lettering (FF First Initial, Last Name). AS PER PSGQ15997.	9	1,390.00		12,510.00
			TOTAL		

SIGNATURE

Artesia Fire Equipment , Inc.

PO Box 1367
1014 S. First St.
Artesia, NM 88210

Phone# 800-748-2076 Art. / 888-477-9055 Alb.

Quotation

DATE	Quote NO.
8/20/2018	**20248REV**

NAME / ADDRESS
Cibola County Purchasing Office 700 East Roosevelt Suite 50 Grants, NM 87020 (505) 287-9431

SHIPPING ADDRESS
EL MORRO FIRE DEPARTMENT CHIEF KEN HOMER kah1949.kh@gmail.com elmorrovalley.volunteerfire@gmail.com (505) 728-2244

PRICES MAY CHANGE AFTER: 9/19/2018

ATTENTION:	CUSTOMER REF. NO.	REP	FOB	TERMS
KEN HOMER	**EL MORRO FD**	JF	DESTINATION	Net 30

ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
LI-PVFM/F	LI-PVLM/F - LION V-FORCE PANT W/ BELT, ARMOR AP OUTER SHELL, KHAKI. WITH K7 GLIDE-2L ARAFLO E89 LINER. STANDARD WAIST, EXTERNAL SELF-FABRIC TAKE-UP STRAPS,SELF FABRIC CUFF AND KICK SHIELD REINFORCEMENTS,POLYMER -COATED ARAMID KNEES W/ LITE-N-DRI CUSHIONING REINFORCEMENT, SEMI BELLOWS POCKETS,THERMOPLASTIC ZIPPER FLY CLOSURE W/ VELCRO CLOSURE,SEMPER FRI SYSTEM, LINER INSPECTION SYSTEM,RADIAL INSEAM BAND, 3" LIME/SILVER VENTILATED TRIM, WITH FOUR 2" WIDE SELF MATERIAL SUSPENDER TABS. WITH V-BACK QUICK ADJUST PADDED SUSPENDERS. AS PER PSGQ15997.	9	890.00		8,010.00
CA-SPECIAL	CA-SPECIAL CAIRNS 660 METRO HELMET W/. DEFENDER FACESHIELD COLOR:	9	260.00		2,340.00
MAJ-PACIIWHITE	MAJ-PACIIWHITE Majestic Nomex PAC II White Hood	9	32.00		288.00
			TOTAL		

SIGNATURE

Artesia Fire Equipment , Inc.

Quotation

PO Box 1367
1014 S. First St.
Artesia, NM 88210

Phone# 800-748-2076 Art. / 888-477-9055 Alb.

DATE	Quote NO.
8/20/2018	**20248REV**

NAME / ADDRESS
Cibola County Purchasing Office 700 East Roosevelt Suite 50 Grants, NM 87020 (505) 287-9431

SHIPPING ADDRESS
EL MORRO FIRE DEPARTMENT CHIEF KEN HOMER kah1949.kh@gmail.com elmorrovalley.volunteerfire@gmail.com (505) 728-2244

PRICES MAY CHANGE AFTER: 9/19/2018

ATTENTION:	CUSTOMER REF. NO.	REP	FOB	TERMS
KEN HOMER	**EL MORRO FD**	JF	DESTINATION	Net 30

ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
SBY-5226	SBY-5226,FDP STYLE TAN PIGSKIN GLOVES. WITH OUT WRISTLET. SIZE:	9	76.50		688.50
THO-804-6369	THO-804-6369 THOROGOOD 14" LEATHER POWER HV STRUCTURAL BOOT. WATERPROOF, FLAME, AND CUT RESISTING LEATHER. VIBRAM FIRE 7 ICE SLIP RESISTANT SOLE. 3 M SCOTLITE REFLECTIVE TRIM. SIZES:	9	262.00		2,358.00
			TOTAL		

SIGNATURE

Artesia Fire Equipment , Inc.

PO Box 1367
1014 S. First St.
Artesia, NM 88210

Phone# 800-748-2076 Art. / 888-477-9055 Alb.

Quotation

DATE	Quote NO.
8/20/2018	**20248REV**

NAME / ADDRESS
Cibola County Purchasing Office 700 East Roosevelt Suite 50 Grants, NM 87020 (505) 287-9431

SHIPPING ADDRESS
EL MORRO FIRE DEPARTMENT CHIEF KEN HOMER kah1949.kh@gmail.com elmorrovalley.volunteerfire@gmail.com (505) 728-2244

PRICES MAY CHANGE AFTER: 9/19/2018

ATTENTION:	CUSTOMER REF. NO.	REP	FOB	TERMS
KEN HOMER	**EL MORRO FD**	JF	DESTINATION	Net 30

ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
LI-CUTM+20	LI-CUTM=20 LION 32" VERSAPRO COAT, SIGMA TWILL 7.0 OZ/45%META-ARAMID/32%LENZING FR 17% POLY-ARAMID/6% PARA-ARAMID SHELL. BLACK COLOR. BI-SWING BACK, VENTILATED LIME/YELLOW/SILVER TRIPLE TRIM ABOVE HEM AND CUFFS, 3" OVERLAPPING COLOR, SELF FABRIC CUFF REINFORCEMENTS WITH VELCRO & DEE-RING ADJUSTERS. THERMOPLASTIC ZIPPER FRONT CLOSURE WITH INTERNAL STORM FLAP. 3.5" X 7" X2" RADIO POCKET ON LEFT CHEST, 8" X 8" X 2" SEMI-BELLOWS POCKETS LINED WITH KEVLAR TWILL. 1" X 3" MIC-TAB ABOVE RADIO POCKET. WITH LP1MP=20 BLACK LETTERING PATCH WITH SEWN ON LETTERING LTSL2RNS 6-12 LETTERS PER PSGQ19156	10	290.00		2,900.00
			TOTAL		

SIGNATURE

Artesia Fire Equipment , Inc.

Quotation

PO Box 1367
1014 S. First St.
Artesia, NM 88210

Phone# 800-748-2076 Art. / 888-477-9055 Alb.

DATE	Quote NO.
8/20/2018	**20248REV**

NAME / ADDRESS
Cibola County Purchasing Office 700 East Roosevelt Suite 50 Grants, NM 87020 (505) 287-9431

SHIPPING ADDRESS
EL MORRO FIRE DEPARTMENT CHIEF KEN HOMER kah1949.kh@gmail.com elmorrovalley.volunteerfire@gmail.com (505) 728-2244

PRICES MAY CHANGE AFTER: 9/19/2018

ATTENTION:	CUSTOMER REF. NO.	REP	FOB	TERMS
KEN HOMER	**EL MORRO FD**	JF	DESTINATION	Net 30

ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
LI-PUTM=20	LI-PUTM=2- PSGQ19156 - LION VERSA PRO PANTS W/SIGMA TWILL 7.0 OZ. SHELL, VENTILATED TRIPLE TRIM ABOVE CUFFS, TAKE UP STRAPS AT WAIST, LOW-RISE WAIST BAND, ZIPPERED LEG INSERT, AND FULL BELLOWS POCKETS COLOR: TAN SIZE: ITEMS MAY BE PURCHASED UTILIZING THE ALBUQUERQUE FIRE EQUIPMENT CONTRACT NO. SHR000020506	10	235.00		2,350.00
			TOTAL		$31,444.50

NM In-State 5% Preference -
Resident Business # L1672939312

SIGNATURE _____

REQUISITION ORDER

DATE :	DEPARTMENT:		QUOTE OBTAINED BY:
July 3, 2018			
	QUOTE #1	QUOTE #2	QUOTE #3
VENDOR NAME:	Collier's		
CONTACT NAME:	Conner Marshall		
PHONE:	505-880-7053		
FAX:			

NO.	DESCRIPTION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
1	APPRAISAL FOR 114 MCBRIDE COMPLEX	15000.00	15,000.00		-		-
	DETENTION CENTER,MAGISTRATE COURT, SHERIFF		-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
	082418 11AM		-		-		-
	CONNER SAID IN HIS E-MAIL THAT AND IN THE		-		-		-
	CONTRACT THAT WE WILL HAVE TO PAY		-		-		-
	50% UP FRONT....WILL HAVE TO LET HIM KNOW		-		-		-
	THAT WE CAN NOT DO THIS. WILL ONLY BE ABLE		-		-		-
	TO EXECUTE AGREEMENT IF THEY REMOVE THIS		-		-		-
	VERIBAGE.		-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
	SUBTOTAL FOR SELECTED ITEMS		15,000.00		-		-
	TOTAL LABOR/ SERVICE COSTS		1,181.25		-		-
	TOTAL GROSS RECEIPTS TAX		-		-		-
	TOTAL SHIPPING/ FREIGHT COSTS		-		-		-
	GRAND TOTAL		16,181.25		-		-

VENDOR		REASON SELECTED	LOWEST QUOTE	⇦
		CONTRACT/BID/RFP #		
ADDRESS		ESTIMATED DELIVERY		
		PURCHASE ORDER #		

PURCHASING AGENT ENDORSEMENT	CERTIFICATION		FUND NAME & LINE ITEM #	AMOUNT
	With my signature, I hereby certify that all goods/services requested are necessary to properly conduct the operations of this department, and that all procurement has been conducted according to purchasing policies approved by the Cibola County Board of Commissioners.	If all three signatures are not obtained the purchase cannot move forward		
		DEPARTMENT HEAD SIGNATURE	DESIGNEE SIGNATURE	FINANCE SIGNATURE

PLEASE REMEMBER ANY REQUISITIONS OVER $500.00 NOW REQUIRE 3 HARD QUOTES. ANY REQUISTION $10,000.00 OR MORE WILL NEED TO GO ON THE AGENDA FOR COMMISSION APPROVAL. IF USING STATE CONTRACT PLEASE LIST CONTRACT # ABOVE AS WELL AS THE FIRST 4 PAGES OF THE STATE CONTRACT, OTHERWISE IT WILL BE SENT BACK

PROFESSIONAL SERVICE AGREEMENT

COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES

5051 Journal Center Blvd. NE | Suite 200
Albuquerque, NM 87109

WEB www.colliers.com/valuationadvisory

Colliers INTERNATIONAL

August 24, 2018

Conner Marshall, MAI
Senior Valuation Services Director | New Mexico
Valuation & Advisory Services
Direct +1 505 880 7053 | Mobile +1 505 980 9454
Main +1 505 883 7676 | Fax +1 505 923 3853
conner.marshall@colliers.com

Judy Horacek
Projects Coordinator
Cibola County
700 E. Roosevelt Avenue, Suite 50
Grants, NM 87020
505-285-2557
jhoracek@co.cibola.nm.us

RE: Appraisal of Former Cibola County Detention Center

Dear Ms. Horacek,

Thank you for considering Colliers International Valuation & Advisory Services, LLC for the assignment identified in the below stated Professional Service Agreement. Please sign one copy of the agreement and return it to me, thereby indicating your authorization for us to proceed with this assignment and your acceptance of the attached Terms and Conditions.

PROFESSIONAL SERVICE AGREEMENT **("Agreement")**	
Project	Former Cibola County Detention Center ("Property")
Location	114 McBride Road, Grants, NM 87020
Project Description	A former detention center containing 26,472 SF. The project does not include the adjacent Sheriff's Office or Magistrate Court.
Parties	Colliers International Valuation & Advisory Services, LLC ("CIVAS") and Cibola County (herein at times referred to as "Client")
Intended User	The appraisal will be prepared for Cibola County. No other users are intended. **It should be noted that if this engagement is directly with the owner of the Property, the Appraisal will not be accepted by federally insured lenders due to FIRREA Compliance, limiting the use of this report. Should this potentially impact your source of lenders, we recommend engagement be directed by a Federally Insured Lender.**
Intended Use	The report to be performed under this Agreement ("Appraisal") is intended only to determine As-Is Market Value for internal asset-management decision-making purposes. The report is not intended for any other use.
Purpose	As-Is Market Value
Type of Appraisal	CIVAS will produce an Appraisal Report in which the appraiser's analysis and conclusions will be fully described within this document.
Rights Appraised	Fee Simple
Date of Value	Date of inspection

Colliers International Valuation & Advisory Services, and certain of its subsidiaries, is an independently owned and operated business and a member firm of Colliers International Property Consultants, an affiliation of independent companies with over 500+ offices throughout more than 63 countries worldwide.

Scope of Work	CIVAS and/or its designated affiliate will provide the Appraisal in accordance with USPAP, and the Code of Ethics and Certifications Standards of the Appraisal Institute and State Licensing Laws. CIVAS will research relevant market data and perform analysis to the extent necessary to produce credible appraisal results. Based on our discussions with the Client, the Client has requested the following valuation scenarios: As Is. CIVAS anticipates developing all applicable approaches to value. **Please note if it's a requirement per the client's underwriting guidelines to analyze and report all approaches to value, this will be performed although some approaches may be limited in application.** The scope of work will be included in the Appraisal. A copy of the Assumptions and Limiting Conditions, which appear in the Appraisal, is available upon request.
Delivery	Four weeks from the date of engagement and receipt of retainer
Professional Fee	$15,000
Expenses	Fees include all associated expenses
No. of Reports	One (1) Electronic Final Appraisal. No printed copies will be delivered to the client
Retainer	A retainer of 50% of the fee is due prior to commencement of the assignment. The remaining balance of 50% is due and payable upon notification of completion of the appraisal.
Payment Terms	Final payment is due and payable within five (5) business days upon delivery of the electronic copy of the Final Appraisal. If a Draft Appraisal is requested, the fee is considered earned upon delivery of our Draft Appraisal. Wire Instructions: JP Morgan Chase Bank, NA Chicago, IL 70-23322/719 Account Name: Colliers International Valuation & Advisory Services, LLC Account No# 899559074 ABA #: 021000021 ACH Payment Transit Routing Number: 071000013 Swift Code of International Wires ONLY: CHASUS333 **Please include the job invoice number or address in memo payment information
Acceptance Date	These specifications are subject to modification if this Agreement is not accepted within three (3) business days from the date of this letter.

Terms and Conditions

The attached Terms and Conditions and Specific Property Data Request are deemed a part of this Agreement as though set forth in full herein. The following is a list of information we will need to begin our analysis. Please forward with the Agreement or as soon as possible.

- Line item construction costs/budget from when the building was constructed
- Title Report
- Engineering studies, soil tests or environmental assessments
- Existing Building or Improvement Plans
- Details on any Sale, Contract, or listing of the property in the past 3 years
- Property Condition Report
- Capital improvements history (3 years) & budget
- Three year & YTD Income & Expenses
- Name and telephone number of property contact for physical inspection and additional information needed during the appraisal process
- Property Contact _____

In addition to the items requested above, please forward any additional materials you would consider relevant in the analysis of the subject property.

Reliance Language

The Appraisal is for the sole use of the Client; however, Client may provide only complete, final copies of the Appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with the stated Intended Use. CIVAS is not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow the Appraisal prepared by CIVAS or portions of such Appraisal, to become part of or be referenced in any public offering, the granting of such consent will be at our sole and absolute discretion and, if given, will be on condition that CIVAS will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to CIVAS, by a party satisfactory to CIVAS. CIVAS hereby expressly grants to client the right to copy the Appraisal and distribute it to employees of client and to your accountants/auditors in its entirety (but not component parts) without the need to provide CIVAS with an Indemnification Agreement and/or Non-Reliance letter.

© 2016 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

The Appraisal requires CIVAS to submit a Summation of the Appraisal Findings in the form of a Letter of Transmittal along with the Summary of Salient Facts and Special/Limiting Conditions applicable to the Appraisal. This will be completed in conjunction with the Appraisal at the above stated fee.

If you have questions regarding the enclosed, please feel free to contact me. CIVAS appreciates this opportunity to be of service to you on this assignment and looks forward to serving you. If you have additional questions, please contact us.

I, **Judy Horacek**, agree to the above stated terms and authorize Colliers International Valuation & Advisory Services, LLC to prepare the above referenced appraisal.

_____ Date: _____

Judy Horacek
Projects Coordinator
Cibola County

Respectfully,

Colliers International Valuation & Advisory Services, LLC

Conner Marshall, MAI
Senior Valuation Services Director | New Mexico
Valuation & Advisory Services
Direct +1 505 880 7053 | Mobile +1 505 980 9454
Main +1 505 883 7676 | Fax +1 505 923 3853
conner.marshall@colliers.com

© 2016 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

TERMS AND CONDITIONS

"T&C"

1) The Appraisal will be subject to Colliers International Valuation & Advisory Services, LLC's ("CIVAS") Assumptions and Limiting Conditions that are incorporated into each appraisal, and any Extraordinary Assumptions and Hypothetical Conditions that may be incorporated into each appraisal.

2) Any capitalized, non-defined words shall have the same meaning as defined in the Agreement to which these T&Cs are attached.

3) Client is defined as the party signing the Agreement and shall be responsible for payment of the fees stipulated in the Agreement. Payment of the fee for the Appraisal is not contingent on the appraised value(s) or the outcome of the report(s). Additional fees will be charged on an hourly basis for any work that may exceed the scope of this proposal, including performing additional valuation scenarios, additional research, and conference calls, meetings, deposition preparation, deposition, trial testimony or travel that may exceed the time allotted by CIVAS for an assignment of this nature. If CIVAS is requested to cease working on the Appraisal for any reason prior to the completion of the appraisal(s), CIVAS will be entitled to bill the Client for the time spent to date at CIVAS' hourly rates for the personnel involved. The Client will be billed a minimum $500 or at a rate of $250 per hour for associate time, $400 per hour for valuation services director, $500 per hour for managing director, and $600 per hour for executive managing director. If the Client delays completion of the assignment beyond ninety (90) days, the fee may be renegotiated. This may result in the total fee exceeding the original agreed fee agreed upon cost.

4) Client agrees to pay all fees and expenses, including attorney's fees, incurred by CIVAS in connection with the collection or attempted collection of the fees and expenses. In the event Client fails to make payments when due and payable, the amount due shall bear interest at 1.5% per month or the maximum rate permitted in the state in which the CIVAS office executing the Agreement is located, whichever is lesser.

5) The fee is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. If a draft is requested, the fee is considered earned upon delivery of our draft report.

6) In the event that either party commences any legal action relating to the provisions of the Agreement, including collection, the prevailing party shall be entitled to its actual attorneys' fees and costs. The Agreement shall be governed by and construed in accordance with the laws of the state where the CIVAS office executing the Agreement is located. The venue of any action arising out of the Agreement shall be the county where the CIVAS office executing the Agreement is located. Client will have up to thirty (30) days from receipt of the Draft Appraisal to review and communicate its review to CIVAS. CIVAS reserves the right to bill Client for additional appraisal efforts that may arise from the Client not responding within with this time period.

7) CIVAS does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to CIVAS by Client.

8) CIVAS shall have no responsibility for legal matters, questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The Appraisal will not constitute a survey of the Property analyzed.

9) Client shall provide CIVAS with such materials with respect to the Appraisal as requested by CIVAS and which are in the possession or under the control of Client. Client shall provide CIVAS with sufficient access to the Property to be analyzed and hereby grants permission for entry, unless discussed in advance to the contrary.

10) The data gathered in the course of the Appraisal (except data furnished by Client) and the Appraisal prepared pursuant to the Agreement are, and will remain, the property of CIVAS. With respect to data provided by Client, such data shall be confidential, and CIVAS shall not disclose any information identified as confidential furnished to CIVAS. Notwithstanding the foregoing, CIVAS is authorized by Client to disclose all or any portion of the Appraisal and the related data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable CIVAS to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.

11) Unless specifically noted, CIVAS does not assume any duty to analyze or examine the Property or adjacent property for the possible presence of toxic and/or hazardous substances or materials (including but not exclusive to asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (hazardous material), or the cost of encapsulation or removal thereof) and accepts no liability regarding the issue. If such materials exist, CIVAS defers to the expertise of professionals specifically trained in analyzing the cost to remediate, which will not be a part of the appraisal fee proposal. The Appraisal will contain a comprehensive disclaimer to this effect.

12) CIVAS understands that there is no major or significant deferred maintenance in the Property which would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, and are not a part of the fee contemplated in the Agreement.

13) Client acknowledges that CIVAS is being retained hereunder as an independent contractor to perform the services described herein and nothing in the Agreement shall be deemed to create any other relationship between Client and CIVAS. The Agreement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal discussed herein.

14) Client agrees that its only remedy for losses or damages relating to the Agreement shall be limited to the amount of the appraisal fee paid by the Client and in no circumstances shall CIVAS be liable for any losses or damages in excess of this amount. Should the Client, or any other entitled party, make a claim against CIVAS, its directors, officers, employees and other affiliates and shareholders, relating to this engagement or the appraisal(s), the maximum damages recoverable from CIVAS, its directors, officers, employees and other affiliates and shareholders, shall be the amount of funds actually collected by CIVAS under the Agreement, and no claim shall be made for any consequential or punitive damages.

15) If CIVAS or any of its employees receives a subpoena or other judicial notification to produce documents or provide testimony involving the Appraisal in connection with a lawsuit or related proceeding, CIVAS will notify the Client of receipt of the subpoena or notification. However, if CIVAS is not part of the lawsuit or proceedings, Client agrees to compensate CIVAS for the professional

© 2016 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

time required and to reimburse CIVAS for the expenses incurred in responding to any such subpoena or judicial notification, including any attorneys' fees, as they are incurred. CIVAS is to be compensated at the prevailing hourly rates of the personnel responding to the subpoena or command for testimony.

16) If expert witness testimony is required in connection with the Appraisal, the following hourly rates will apply. The Client will be billed at the rate of $250 per hour for associate time, $400 per hour for valuation services director, $500 per hour for managing director, and $750 per hour for executive managing director. The hourly billings pertain to court preparation, waiting and travel time, document review and preparation (excludes appraisal report) and all meetings related to court testimony.

17) Client shall indemnify and hold CIVAS, its parent, subsidiaries, affiliates, its officers, directors, employees and agents ("CIVAS Indemnities"), fully harmless against all losses, damages, claims, and expenses of any kind whatsoever (including costs and reasonable attorneys' fees), sustained or incurred by a third party as a result of the negligence or intentional acts or omissions of Client (including any failure to perform any duty imposed by law), any misrepresentation, distortion or if Client fails to provide complete and accurate information to CIVAS, for which recovery is sought against the CIVAS Indemnities by that third party; however, such obligation to defend and indemnify shall not apply to the extent caused by the negligent act or willful misconduct of CIVAS. Client shall indemnify and hold CIVAS Indemnities harmless from any claims, expenses, judgments or other items or costs arising as a result of the Client's failure or the failure of any of the Client's agents to provide a complete copy of the Appraisal to any third party. LIMITATION OF LIABILITY. EXCEPT FOR THE INDEMNIFICATION PROVISION ABOVE, ANYTHING IN THE AGREEMENT TO THE CONTRARY NOTWITHSTANDING, UNDER NO CIRCUMSTANCES WHATSOEVER SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER.

18) The Appraisal and the name Colliers International Valuation & Advisory Services may not be used in any marketing or investment material or offering memoranda without CIVAS' prior written consent. CIVAS, its employees and appraisers have no liability to any recipients of any prepared material, and disclaim all liability to any party other than the Client.

19) Unless CIVAS consents in writing, the Appraisal cannot be used by any party or for any purpose other than the Client for the purposes specified in the Agreement. Should the Client provide a copy of this Appraisal to any person or entity not authorized by CIVAS in writing, Client hereby agrees to hold CIVAS, its directors, officers, employees and other affiliates and shareholders, harmless from all damages, expenses, claims and costs, including any attorney's fees. The Client acknowledges that any opinions and conclusions expressed by the professionals of CIVAS pursuant to the Agreement are made as employees and not as individuals. CIVAS' responsibility is limited to the Client, and the use of the Appraisal or related product by third parties shall be solely at the risk of the Client and/or third parties.

20) The use of this appraisal shall be used only for the purpose as set forth in the Intended Use section of the Agreement. In the event that the client wishes to use this report or portions of this report for any other purpose such as, to become part of or be referenced in, any offering or other material intended for the review of others, or to be submitted to others, will be at the Client's sole and absolute discretion and, if given, will be on condition that CIVAS will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to CIVAS and the Client, by a party satisfactory to CIVAS and the Client. CIVAS does consent to Client submission of the complete Appraisal to rating agencies, loan participants or your accountants/auditors without the need to provide us with an Indemnification Agreement and/or Non-Reliance letter.

© 2016 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

jhoracek@co.cibola.nm.us

From: Marshall, Conner <Conner.Marshall@colliers.com>
Sent: Friday, August 24, 2018 12:04 PM
To: jhoracek@co.cibola.nm.us
Cc: Kate Flethcer
Subject: RE: 114 McBride Road Complex- Square Footage Provided
Attachments: PSA - Cibola County Detention Center.pdf

Hi Judy,

Please review the attached and let me know if you have any questions.

Please note that it is now our policy to collect 50% of the appraisal fee prior to commencement of work. I hope that will not pose a problem.

To clarify, we will not commence work until the commission has approved and the retainer has been received.

Thank you again for the opportunity to be of service.

We look forward to completing this assignment for you.

Conner Marshall, MAI
Senior Valuation Services Director | New Mexico
Valuation & Advisory Services
Direct +1 505 880 7053 | Mobile +1 505 980 9454
Main +1 505 883 7676 | Fax +1 505 923 3853
conner.marshall@colliers.com | Click to Download V-Card

Colliers International
5051 Journal Center Blvd. NE | Suite 200
Albuquerque, NM 87109 | United States
www.colliers.com

Colliers

Learn more about our *Southwest Region*.

From: jhoracek@co.cibola.nm.us [mailto:jhoracek@co.cibola.nm.us]
Sent: Friday, August 24, 2018 9:50 AM
To: Marshall, Conner <Conner.Marshall@colliers.com>
Cc: Kate Flethcer <kate.fletcher@co.cibola.nm.us>
Subject: RE: 114 McBride Road Complex- Square Footage Provided

Could you please provide a letter of Engagement? I will have to submit the requisition for the letter of engagement at the next commission meeting on Sept. 27th, so it will not be signed until the commission has approved but I would like the letter of engagement so that I put the item on the agenda. Thanks so much!

Judy Horacek
Cibola County
Projects Coordinator
700 E. Roosevelt Ave.
Suite 50
Grants, NM 87020
e-mail: **jhoracek@co.cibola.nm.us**
Ph(505)285-2557
Fax(505)285-5434

From: Marshall, Conner <Conner.Marshall@colliers.com>
Sent: Thursday, August 16, 2018 11:00 AM
To: jhoracek@co.cibola.nm.us
Subject: RE: 114 McBride Road Complex- Square Footage Provided

Judy,

Thank you for the opportunity to appraise this property for you. Our fee to appraise this property for you is $15,000, and we can deliver in 4 weeks from the date of engagement.

Thank you,

Conner

Conner Marshall, MAI
Senior Valuation Services Director | New Mexico
Valuation & Advisory Services
Direct +1 505 880 7053 | Mobile +1 505 980 9454
Main +1 505 883 7676 | Fax +1 505 923 3853
conner.marshall@colliers.com | Click to Download V-Card

Colliers International
5051 Journal Center Blvd. NE | Suite 200
Albuquerque, NM 87109 | United States
www.colliers.com

Learn more about our *Southwest Region*.

From: jhoracek@co.cibola.nm.us [mailto:jhoracek@co.cibola.nm.us]
Sent: Wednesday, August 15, 2018 5:12 PM
To: Marshall, Conner <Conner.Marshall@colliers.com>
Cc: Kate Flethcer <kate.fletcher@co.cibola.nm.us>; alarson@co.cibola.nm.us; jurodriguez@co.cibola.nm.us;

wself@co.cibola.nm.us
Subject: 114 McBride Road Complex- Square Footage Provided
Importance: High

Good Afternoon Conner,

Attached is the square footage information you were looking for the 114 McBride Complex. Our assessor's and mapper were all in a team building meeting when you called but as soon they came out I got this information.

Please let know what you were able to find out. Thanks so much!

Judy Horacek
Cibola County
Projects Coordinator
700 E. Roosevelt Ave.
Suite 50
Grants, NM 87020
e-mail: **jhoracek@co.cibola.nm.us**
Ph(505)285-2557
Fax(505)285-5434

REQUISITION ORDER

DATE :	DEPARTMENT:	QUOTE OBTAINED BY:
September 11, 2018	County Sheriff	Mike Allen

	QUOTE #1	QUOTE #2	QUOTE #3
VENDOR NAME:	Sound and Signal		
CONTACT NAME:	Ken Perea		
PHONE:	505.884.1217		
FAX:			

NO.	DESCRIPTION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
			-		-		-
	Bid # B177		-		-		-
1	Add Cameras - Front Lot, East Lot	27661.31	27,661.31		-		-
	PTZ cameras in courtrooms		-		-		-
	Includes:		-		-		-
	Installation of 180° camera in front of Admin		-		-		-
	building for front parking lot. Install two 180°		-		-		-
	cameras for East Parking Lot. Replace 4		-		-		-
	courtroom fixed cameras with 4 PTZ cameras		-		-		-
	as requested by security. Additional Cameras		-		-		-
	require installation of additional NVR. Also		-		-		-
	included is licensing to upgrade camera		-		-		-
	software from existing SSM to new		-		-		-
	Hanwha/Samsung WAVE software.		-		-		-
	All Equipment and Labor included		-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
			-		-		-
	SUBTOTAL FOR SELECTED ITEMS		27,661.31		-		-
	TOTAL LABOR/ SERVICE COSTS		-		-		-
	TOTAL GROSS RECEIPTS TAX		-		-		-
	TOTAL SHIPPING/ FREIGHT COSTS		-		-		-
	GRAND TOTAL		27,661.31		-		-

VENDOR	Sound and Signal	REASON SELECTED	STATE CONTRACT
		CONTRACT/BID/RFP #	GSD Price Agreement 20-000-00-00075AN Amendment 9
ADDRESS	7131 Washington St NE	ESTIMATED DELIVERY	31-Oct-18
	Albuquerque, NM 87109	PURCHASE ORDER #	

PURCHASING AGENT ENDORSEMENT	CERTIFICATION		FUND NAME & LINE ITEM #	AMOUNT
	With my signature, I hereby certify that all goods/services requested are necessary to properly conduct the operations of this department, and that all procurement has been conducted according to purchasing policies approved by the Cibola County Board of Commissioners.	If all three signatures are not obtained the purchase cannot move forward	401-001-401-00007	$ 27,661.31
		DEPARTMENT HEAD SIGNATURE	DESIGNEE SIGNATURE	FINANCE SIGNATURE

PLEASE REMEMBER ANY REQUISITIONS OVER $500.00 NOW REQUIRE 3 HARD QUOTES. ANY REQUISTION $10,000.00 OR MORE WILL NEED TO GO ON THE AGENDA FOR COMMISSION APPROVAL. IF USING STATE CONTRACT PLEASE LIST CONTRACT # ABOVE AS WELL AS THE FIRST 4 PAGES OF THE STATE CONTRACT, OTHERWISE IT WILL BE SENT BACK

Sound&SignalSystems
of NEW MEXICO, Inc.

Fire Alarm
Telecom
Nurse Call
Security

7131 Washington St.
NE Albuquerque, NM
87109

P#505-884-1217
F#505-889-9079

PROPOSAL

Cibola County

Add Cameras – Front lot, East lot, PTZ's Courtrooms

September 6, 2018

Sound & Signal Systems of NM, Inc. is pleased to provide proposal for the above-mentioned project. This proposal for has been assembled utilizing the information provided by the customer and site visit on August 22, 2018.

Scope of Work:

Proposal includes the installation of a 180° camera in the front of the administration building to catch front lot. Install two 180° cameras to cover the East back parking lot. Replace the 4 courtroom fixed cameras with 4 mini PTZ cameras as requested by security. The additional cameras require the installation of another NVR to accommodate the new cameras. Also included in this proposal is the licensing to upgrade software from existing SSM to the new Hanwha/Samsung WAVE software. This software is much easier to use and more robust.

System Cost.....$27,661.31

Systems Exclusions & Assumptions

- Any necessary 120v power to power necessary power supplies
- Any patch and paint
- Cost impacts due to equipment delays, failures, or access to facility installation locations
- Any electrical power needs.
- Any additional systems/equipment/interface not directly noted as being provided in this proposal.
- Any abatement of hazardous materials
-

Again, thank you for the opportunity to provide this proposal for additional cameras at Cibola County Administration Building. If you have any questions or require additional information/clarification, please do not hesitate to contact me.

Best regards,

Ken Perea

SOUND & SIGNALSYSTEMS OF NEW MEXICO, INC.

Customer: Cibola County
• 700 East Roosevelt, Suite 50, Grants, NM 87020

Phone# 505-287-9431
Fax#

Date: 9/6/2018

Bid# B177

State Contract # 20-000-00-00075 AN

APS Scope #

Project: ***Additional Cameras - Front Lot, East Lot, and court rooms***

Qty:	Manufacture	Part#	Video Surveillance Head End #1050-04	MSRP	Discount	Discount	Extended
1	Samsung/Hanwha	PWR-P-POE30	PoE+ Injector, 30W, 10/100/1000Mbps Base-T, AC100~240V Input, 50/60Hz, 54VDC/.06Amp Output, CE/FCC Compliant, LED Indicator for Power and Network, Operational Temperature 32°F ~ 104°F (0 ~ 40°C)	$99.00	23.00%	$76.23	$76.23
5	Samsung/Hanwha	WAVE, 16 channel embedded recorder	WAVE Embedded Recorder License. Enables sixteen (16) channel Hanwha Embedded Recorder playback, includes life-time SW upgrade. No annual & maintenance cost required.	$440.00	23.00%	$338.80	$1,694.00
2	Samsung/Hanwha	XRN-1610S-12TB	4K NVR, 12TB RAW, supports: 16 channels with a 16 PoE/PoE+ ports, H.265/H.264/MJPEG, ARB (Automatic Recovery Backup), 4 fixed internal SATA HDDs (32TB max), e-SATA/iSCSI storage, WiseStream technology, dual monitor out, max. resolution of 12MP recording/display and fisheye dewarping on web and CMS.	$3,580.00	23.00%	$2,756.60	$5,513.20
1	Samsung/Hanwha	SWT-P-81-240	(8) 100/1000 PoE+(30 Watt) Ports unmanaged switch, and (1) 100/1000 uplink port, total power 250watt	$450.00	23.00%	$346.50	$346.50
1	Samsung/Hanwha	WAVE-VW-02	WAVE Video Wall License. Enables up to two (2) monitors, includes life-time SW upgrade. No annual & maintenance cost required.	$1,400.00	23.00%	$1,078.00	$1,078.00
Qty:	**Manufacture**	**Part#**	**Video Surveillance Trim Out #1050-03**	**MSRP**	**MSRP % Discount**	**Unit Cost After Discount**	**Extended**
3	Samsung/Hanwha	PNM-9020V	180 Degree Network IR Vandal Outdoor Multi-sensor Dome Camera, (2MP X 4 sensors) 7.3MP @ 30fps, triple Codec H.265/H.264/MJPEG with WiseStream technology, Defocus Detection, PTZ Hand over and built in analytics, business analytics (Heatmap), IP66/IK10	$1,800.00	23.00%	$1,386.00	$4,158.00
1	Samsung/Hanwha	SBP-201HM	Cap Adapter for the PNM-9020V, HCM-9020VQ Multi-Sensor.	$49.00	23.00%	$37.73	$37.73
1	Samsung/Hanwha	SBP-300LM	Parapet Mount	$395.00	23.00%	$304.15	$304.15
4	Samsung/Hanwha	XNP-6040H	Wisenet X powered by Wisenet 5 network outdoor PTZ camera, 2MP, Full HD(1080p) @ 60fps, 4.3X optical zoom lens (2.8mm ~12mm) (119.5° ~ 27.9°), Pan: 0°~350°, Tilt: 0°~ 90°, triple codec H.265/H.264/MJPEG with WiseStream II technology, 150dB WDR, USB port for easy installation, advanced video analytics and sound classification, true D/N, dual SD card, HLC, defog detection, DIS(Gyro), 12VDC/PoE, IP66, IK10, -22°F ~ 131°F	$1,200.00	23.00%	$924.00	$3,696.00
4	Samsung/Hanwha	SHD-3000F3	In-ceiling Flush Mount Accessory for vandal dome (Beyond, WN Lite) SNV-L6083R/L5083R, SCV-5082/5083/5083R/5085, SCV-6083R/6023R, QNV-7080R,QNV-6070R, HCV-6070R/6080R, XNP-6040H	$79.00	23.00%	$60.83	$243.32
						$0.00	$0.00
Qty:	**Manufacture**	**Part#**	**Video Surveillance Cabling #1050-02**	**MSRP**	**Discount**	**Discount**	**Extended**
2000	Commscope	8773614/10	6504+ BLUE CPK (1K) Cat 6 Plenum Cable	$0.45	35.00%	$0.29	$580.00
4	Commscope		Ceiling Jacks	$19.00	20.00%	$15.20	$60.80
Qty:	**Manufacture**	**Part#**	**Video Surveillance Rough In #1050-01**	**MSRP**	**MSRP % Discount**	**Unit Cost After Discount**	**Extended**
15	GNRC	3/4-EMT	3/4" EMT	$4.20	10.00%	$3.78	$56.70
10	GNRC	TK112A	3/4" EMT STEEL COUPLING	$0.35	10.00%	$0.31	$3.10
6	GNRC	TC712A	3/4" EMT STEEL CONNECTOR	$0.38	10.00%	$0.35	$2.10
15	GNRC	371	3/4" unistrut strap	$0.07	10.00%	$0.06	$0.90
15	GNRC	9" roof Stand	9" Roof Stand with Unistrut	$17.96	20.00%	$14.37	$215.55
6	GNRC	bbox	Single Gang Bell Box	$4.14	20.00%	$3.31	$19.86
6	GNRC	bbox cover	Single Gang Weather Proof Cover	$0.96	20.00%	$0.77	$4.62
Qty:	**Manufacture**	**Part#**	**Video Surveillance Prog/Test/Comm #1050-05**	**MSRP**	**MSRP % Discount**	**Unit Cost After Discount**	**Extended**
1	S&SS	eo Surveillance Programm	Programming Labor			$0.00	$0.00
7	S&SS	Video Surveillance Testing	Testing Labor			$0.00	$0.00
1	S&SS	eo Surveillance Commissio	Commissioning Labor			$0.00	$0.00
Qty:	**Vendor**	**Cost Code**	**Sub-Contracts/Misc**			**Unit**	**Extended**
1		**5010-01**	**Sub Contract (High Desert Roofing)**			$412.50	$412.50
		5051-50	**CCTV Misc Material**			$165.00	$0.00
Qty:	**Vendor**	**Cost Code**	**Labor**			**Unit**	**Extended**
5	S&SS	PM LBR	Project Manager Labor normal business hours			$85.00	$425.00
2	S&SS	FRMAN LBR	Foreman Labor normal business hours			$75.00	$150.00
62	S&SS	JRNYMAN LBR	Journeyman Labor normal business hours			$65.00	$4,030.00
30	S&SS	LABORER LBR	Laborer Labor normal business hours			$50.00	$1,500.00
28	S&SS	ADMIN LBR	Admin Labor normal business hours			$35.00	$980.00
						$0.00	$0.00

Misc Material/Sub Contracts:		$412.50
Video Surveillance Rough In Material	1050-01	$302.83
Video Surveillance Cabling Material	1050-02	$640.80
Video Surveillance Trim Out Material	1050-03	$8,439.20
Video Surveillance Head end Material	1050-04	$8,707.93
Video Surveillance Pgm/Test/Comm Material	1050-05	$0.00
Material Sub-Total:		$18,503.26
Labor Sub-Total:		$7,085.00
Sub-Total Labor & Material:		$25,588.26
Tax Rate		$2,079.05
Sub-Total Labor, Material & Tax:		$27,667.31
Bond if Applicable:		$0.00
Total Project Estimate:		$27,667.31

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor: **0000050118** **Sound & Signal Systems of New Mexico** **7131 Washington NE** **Albuquerque, NM 87109** **Telephone No.: (505) 884-1217**	Price Agreement Number: **20-000-00-00075 AN** Price Agreement Amendment No.: **Nine** Term: **July 16, 2012 - July 15, 2019**
Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**	Procurement Specialist: Vanessa LeBlanc Telephone No.: (505) 827-0266
Invoice: **As Requested**	

Title: **Low Voltage Wiring Products and Services (Premise Distribution Systems)**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 16, 2018 to July 15, 2019 at the same price, terms and conditions.

Incidental material such as wraps, wire nuts, hangers, straps, etc. are not included within the ESS.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 4/25/2018

SUSANA MARTINEZ
GOVERNOR

ED BURCKLE
CABINET SECRETARY

LAWRENCE O. MAXWELL
DIRECTOR
STATE PURCHASING DIVISION

State of New Mexico
General Services Department

ADMINISTRATIVE SERVICES DIVISION
(505) 827-2000

FACILITIES MANAGEMENT DIVISION
(505) 827-2141

STATE PURCHASING DIVISION
(505) 827-0472

RISK MANAGEMENT DIVISION
(505) 827-0442

STATE PRINTING & GRAPHIC SERVICES BUREAU
(505) 476-1950

TRANSPORTATION SERVICES DIVISION
(505) 827-1958

Date: April 19, 2018

Sound & Signal Systems of New Mexico
7131 Washington NE
Albuquerque, NM 87109
Contact: Ken Perea
kperea@soundandsignalnm.com

RE: Extension of the term of **Low Voltage Wiring Products and Services (Premise Distribution Systems)**
Price Agreement Number **20-000-00-00075 AN**

The term of the New Mexico Statewide Price Agreement listed above will expire **July 15, 2018.** The New Mexico State Purchasing Agent (SPA) invites **Sound & Signal Systems of New Mexico** to extend this price agreement through **July 15, 2019** at the same terms, price and conditions of the original price agreement together with any subsequent amendments thereafter.

The State Purchasing Agent has requested a review of all state purchases under this agreement to determine if sales under this contract are within the scope and intent of the awarded contract.

> *The purpose of this procurement is to provide qualified (industry standard) low voltage wiring products and services (aka Premise Distribution Systems) to include cable; wiring; related hardware; and installation of services for eight product categories.* The eight categories are: *paging systems; inside wiring systems; outside cabling systems; video surveillance systems; fire alarm systems; wireless systems; video/audio conference systems; and access control systems.*

This review has started but will not be completed before the contract expires. Once review of Sound & Signal Systems of New Mexico is complete, you will be notified whether or not your contract is in compliance. If determined non-compliant, Sound & Signal Systems of New Mexico will receive a cease and desist letter. If a response is not received with an approved remedy, the contract may be cancelled.

By signing below, your company agrees to extend or not extend as outlined above. New Mexico State Purchasing Division must receive a response from you, the awarded vendor for this extension to be in effect.

Please respond by EMAILING your signature on this letter to Vanessa LeBlanc at Vanessa.LeBlanc@state.nm.us **no later than 5:00 pm MDT Thursday May 3, 2018.**

☒ I wish to extend
☐ I do not wish to extend

Signature of Authorized Representative

04-24-2018
Date

Thank you for your business with the State.

Sincerely,

Vanessa LeBlanc
IT Procurement Specialist

APPROVED, ADOPTED, AND PASSED on this 28th day of December, 2017.

Jack Moleres, Chairman

ABSENT

Robert Armijo, 1st Vice-Chair

Robert Windhorst, 2nd Vice-Chair

ABSENT

Daniel J. Torrez, Member

Martha Garcia, Member

Attest:

Michelle E. Dominguez, Cibola County Clerk

CIBOLA COUNTY COUNTY CLERK SEAL STATE OF NEW MEXICO

201702771 Page 2of2B: 025 P: 06738 12/29/2017 10:35 AM
Michelle E. Dominguez, Cibola County, NM Clerk and Recorder

CIBOLA COUNTY

NEW MEXICO - EST. 1981

Confirmation of Receipt of Goods or Services

An invoice/Receipt was received on : 8/20/2018 for(select one below)

- ○ Purchase order number: _____
- ◉ An invoice where no PO was issued or a PCARD was used (please fill in fund number and amount below)

Vendor: Cibola General Hospital

Description	Fund Dep. Line Item	Amount
Indigent	406-055-420-00096	34,734.00
.		
	Total:	$ 34,734.00

Please confirm below by selecting the appropriate line that all goods or services have been recieved and are in good condition so that we may process the invoice for payment.

- ◉ All Goods have been received and or services completed
- ○ A partial shipment has been received
- ○ All items were received but the following were damaged and should not be paid for:

_____

_____

_____

_____

☑ Verify all invoices have been attached

Signature: _____

Department: Cibola County Detention Center

Date: 8/20/2018

Cibola County Health Care

Inmate/Detainee Certification

I certify that [redacted]
Cibola County Detention Center and has no medical insurance or other means of paying his/her medical bills. INVOICE: 450473901 BOOKING #: 18-070133

Actual inmate of: X Cibola County or an inmate of Agency listed below:

_____ City of Grants	_____ Sierra County
_____ Grant County	_____ Socorro C
_____ Mora County	_____ Taos County
_____ Pueblo of Acoma	_____ Torrance County
_____ Pueblo of Laguna	_____ Valencia County
_____ San Miguel	_____ Village of Milan

_____ OTHER: _____

State of New Mexico }
}
Cibola County }

Subscribed and sworn before: Evelyn B Chavez (Notary)

On this: 20 Day of August, 2018

seal

OFFICIAL SEAL
EVELYN B CHAVEZ
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 5-27-19

Evelyn B Chavez
Evelyn Chavez

5-27-19
Commission Expiration

CIBOLA GENERAL HOSPITAL
1016 E ROOSEVELT AVE
GRANTS NM 870202118
5052874446 5052875213

RECEIVED 8/2018

3a PAT. CNTL. # 450473901
b. MED. REC. # 000143963
4 TYPE OF BILL 0111
5 FED. TAX NO. 0000 850141285
6 STATEMENT COVERS PERIOD FROM 073018 THROUGH 080718
7

8 PATIENT NAME a [redacted]
b [redacted]
9 PATIENT ADDRESS a 700 ROOSEVELT SP 50
b GRANTS c NM d 87020 e

10 BIRTHDATE	11 SEX	12 ADMISSION DATE	13 HR	14 TYPE	15 SRC	16 DHR	17 STAT	18	19	20	21	22	23	24	25	26	27	28	29 ACDT STATE	30
[redacted]	[redacted]	[redacted]	16	1	1	13	01													

CONDITION CODES

31 OCCURRENCE CODE	DATE	32 OCCURRENCE CODE	DATE	33 OCCURRENCE CODE	DATE	34 OCCURRENCE CODE	DATE	35 OCCURRENCE SPAN CODE	FROM	THROUGH	36 OCCURRENCE SPAN CODE	FROM	THROUGH	37
11	073018													

38 [redacted]
700 ROOSEVELT SP 50

GRANTS NM 87020

	39 VALUE CODES CODE	AMOUNT	40 VALUE CODES CODE	AMOUNT	41 VALUE CODES CODE	AMOUNT
a	01	847.00	80	8.00		
b						
c						
d						

42 REV. CD.	43 DESCRIPTION	44 HCPCS / RATE / HIPPS CODE	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
0120	GENERAL 2BED	0.00		4	3920.00		
0200	ICU	0.00		4	10420.00		
0250	PHARMACY			27	506.00		
0258	IV SOLUTIONS			15	1979.00		
0260	THER/PROPH/DIAG IV INF,	96365		1	573.00		
0260	ADDTL SEQUENTIAL INFUSIO	96367		1	450.00		
0260	TX/PRO/DX INJ NEW DRUG A	96375		1	214.00		
0260	THER/PROPH/DIAG IV INF A	96366		1	181.00		
0270	MED-SUR SUPPLIES			18	3760.00		
0272	STERILE SUPPLY			13	794.00		
0300	THROMBOPLASTIN TIME, PAR	85730		1	89.00		
0300	URINE CULTURE/COLONY COU	87086		1	82.00		
0300	ROUTINE VENIPUNCTURE	36415		1	32.00		
0300	ROUTINE VENIPUNCTURE	36415		1	32.00		
0300	ROUTINE VENIPUNCTURE	36415		1	32.00		
0300	ROUTINE VENIPUNCTURE	36415		1	32.00		
0301	DRUG TEST PRSMV CHEM ANL	80307		1	275.00		
0301	ASSAY OF LACTIC ACID	83605		1	207.00		
0301	ASSAY OF LIPASE	83690		1	168.00		
0301	ASSAY OF AMMONIA	82140		1	149.00		
0301	COMPREHEN METABOLIC PANE	80053		1	147.00		
0301	COMPREHEN METABOLIC PANE	80053		1	147.00		
	PAGE 1 OF 3	CREATION DATE	081518	TOTALS			

50 PAYER NAME	51 HEALTH PLAN ID	52 REL INFO	53 ASG BEN.	54 PRIOR PAYMENTS	55 EST. AMOUNT DUE	56 NPI 1780677039
CIBOLA CO DET CENTER	999990000	Y	Y	000	3473.00	57
				000	000	OTHER
				000	000	PRV ID

58 INSURED'S NAME	59 P. REL	60 INSURED'S UNIQUE ID	61 GROUP NAME	62 INSURANCE GROUP NO.
[redacted]	18	18070133		001
	00			
	00			

63 TREATMENT AUTHORIZATION CODES	64 DOCUMENT CONTROL NUMBER	65 EMPLOYER NAME
NN		

66 DX: F10232 Y, J690 N, K56699 Y, N390 N, K700 Y, D649 Y, D696 Y, I10 Y, Z781, 68
0 E878 Y

69 ADMIT DX F10239 | 70 PATIENT REASON DX | 71 PPS CODE | 72 ECI Y905 Y | 73

74 PRINCIPAL PROCEDURE CODE DATE | a. OTHER PROCEDURE CODE DATE | b. OTHER PROCEDURE CODE DATE | 75
c. OTHER PROCEDURE CODE DATE | d. OTHER PROCEDURE CODE DATE | e. OTHER PROCEDURE CODE DATE

76 ATTENDING NPI 1528092129 QUAL
LAST CASTELLINO FIRST CONRAD J
77 OPERATING NPI 1528092129 QUAL
LAST CASTELLINO FIRST CONRAD J
78 OTHER NPI QUAL
LAST FIRST
79 OTHER NPI QUAL
LAST FIRST

80 REMARKS
CIBOLA CO DET CENTER
700 E ROOSEVELT SUITE 50
GRANTS NM 87020

81CC a B3282N00000X
b
c
d

CIBOLA GENERAL HOSPITAL
1016 E ROOSEVELT AVE
GRANTS NM 870202118
5052874446 5052875213

2

3a PAT. CNTL. # 450473901
b. MED. REC. # 000143963
TYPE OF BILL 0111
5 FED. TAX NO. 0000
6 STATEMENT COVERS PERIOD FROM 073018 THROUGH 080718
7
850141285

8 PATIENT NAME a
b [redacted]

9 PATIENT ADDRESS a 700 ROOSEVELT SP 50
b GRANTS c NM d 87020 e

10 BIRTHDATE	11 SEX	12 DATE	ADMISSION 13 HR	14 TYPE	15 SRC	16 DHR	17 STAT	CONDITION CODES 18	19	20	21	22	23	24	25	26	27	28	29 ACDT STATE	30
[redacted]	[redacted]	[redacted]	16	1	1	13	01													

31 OCCURRENCE CODE	DATE	32 OCCURRENCE CODE	DATE	33 OCCURRENCE CODE	DATE	34 OCCURRENCE CODE	DATE	35 OCCURRENCE SPAN CODE	FROM	THROUGH	36 OCCURRENCE SPAN CODE	FROM	THROUGH	37
11	073018													

38
[redacted]
700 ROOSEVELT SP 50

GRANTS NM 87020

	39 CODE	VALUE CODES AMOUNT	40 CODE	VALUE CODES AMOUNT	41 CODE	VALUE CODES AMOUNT
a	01	847.00	80	8.00		
b						
c						
d						

42 REV. CD.	43 DESCRIPTION	44 HCPCS / RATE / HIPPS CODE	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
0301	COMPREHEN METABOLIC PANE	80053		1	147.00		
0301	COMPREHEN METABOLIC PANE	80053		1	147.00		
0301	ASSAY OF MAGNESIUM	83735		1	71.00		
0301	ASSAY OF MAGNESIUM	83735		1	71.00		
0301	ASSAY OF MAGNESIUM	83735		1	71.00		
0301	ASSAY OF CK (CPK)	82550		1	63.00		
0305	COMPLETE CBC W/AUTO DIFF	85025		1	95.00		
0305	COMPLETE CBC W/AUTO DIFF	85025		1	95.00		
0305	COMPLETE CBC, AUTOMATED	85027		1	67.00		
0305	PROTHROMBIN TIME	85610		1	33.00		
0305	PROTHROMBIN TIME	85610		1	33.00		
0305	PROTHROMBIN TIME	85610		1	33.00		
0306	BLOOD CULTURE FOR BACTER	87040		1	278.00		
0306	CULTURE SCREEN ONLY	87081		1	128.00		
0306	MICROBE SUSCEPTIBLE, MIC	87186		1	81.00		
0307	URINALYSIS, AUTO W/SCOPE	81001		1	70.00		
0320	X-RAY EXAM SERIES, ABDOM	74022		1	494.00		
0320	X-RAY EXAM SERIES, ABDOM	74022		1	494.00		
0324	X-RAY EXAM CHEST 1 VIEW	71045		1	299.00		
0450	EMERGENCY DEPT VISIT	99284 25		1	1195.00		
0636	LORAZEPAM INJECTION	J2060		139	4587.00		
0636	CEFTRIAXONE SODIUM INJEC	J0696		8	976.00		
	PAGE 2 OF 3	CREATION DATE	081518	TOTALS			

50 PAYER NAME	51 HEALTH PLAN ID	52 REL. INFO	53 ASG. BEN.	54 PRIOR PAYMENTS	55 EST. AMOUNT DUE	56 NPI 1780677039
CIBOLA CO DET CENTER	999990000	Y	Y	0.00	34734.00	57
				0.00	0.00	OTHER
				0.00	0.00	PRV ID

58 INSURED'S NAME	59 P. REL	60 INSURED'S UNIQUE ID	61 GROUP NAME	62 INSURANCE GROUP NO.
[redacted]	18	18070133		001
	00			
	00			

63 TREATMENT AUTHORIZATION CODES	64 DOCUMENT CONTROL NUMBER	65 EMPLOYER NAME
NN		

66 DX: F10232 Y | J690 N | K56699 Y | N390 N | K700 Y | D649 Y | D696 Y | I10 Y | Z781 | 68
0 E878 Y

69 ADMIT DX F10239 | 70 PATIENT REASON DX | 71 PPS CODE | 72 ECI Y905 Y | 73

74 PRINCIPAL PROCEDURE CODE	DATE	a. OTHER PROCEDURE CODE	DATE	b. OTHER PROCEDURE CODE	DATE	75
c. OTHER PROCEDURE CODE	DATE	d. OTHER PROCEDURE CODE	DATE	e. OTHER PROCEDURE CODE	DATE	

76 ATTENDING NPI 1528092129 QUAL
LAST CASTELLINO FIRST CONRAD J
77 OPERATING NPI 1528092129 QUAL
LAST CASTELLINO FIRST CONRAD J
78 OTHER NPI QUAL
LAST FIRST
79 OTHER NPI QUAL
LAST FIRST

80 REMARKS
CIBOLA CO DET CENTER
700 E ROOSEVELT SUITE 50
GRANTS NM 87020

81CC a B3 282N00000X
b
c
d

B-04 CMS-1450 APPROVED OMB NO. 0938-0997 Printed on Recycled Paper NUBC TFP24394689 THE CERTIFICATIONS ON THE REVERSE APPLY TO THIS BILL AND ARE MADE A PART HEREOF.

SSI PAPER

CIBOLA GENERAL HOSPITAL	2	3a PAT. CNTL # 450473901	TYPE OF BILL
1016 E ROOSEVELT AVE		b. MED. REC. # 000143963	0111
GRANTS NM 870202118		5 FED. TAX NO. 0000	6 STATEMENT COVERS PERIOD FROM THROUGH 7
5052874446 5052875213		850141285	073018 080718

8 PATIENT NAME	9 PATIENT ADDRESS
a [redacted]	a 700 ROOSEVELT SP 50
	b GRANTS c NM d 87020 e

10 BIRTHDATE	11 SEX	12 DATE	13 HR	14 TYPE	15 SRC	16 DHR	17 STAT	18	19	20	21	22	23	24	25	26	27	28	29 ACDT STATE	30
[redacted]	[redacted]	0[redacted]	16	1	1	13	01													

31 OCCURRENCE CODE	DATE	32 OCCURRENCE CODE	DATE	33 OCCURRENCE CODE	DATE	34 OCCURRENCE CODE	DATE	35 OCCURRENCE SPAN CODE	FROM	THROUGH	36 OCCURRENCE SPAN CODE	FROM	THROUGH	37
11	073018													

38		39 VALUE CODES CODE	AMOUNT	40 VALUE CODES CODE	AMOUNT	41 VALUE CODES CODE	AMOUNT
[redacted]	a	01	84700	80	800		
700 ROOSEVELT SP 50	b						
	c						
GRANTS NM 87020	d						

42 REV. CD.	43 DESCRIPTION	44 HCPCS / RATE / HIPPS CODE	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
0636	THIAMINE HCL 100 MG	J3411		5	35500		
0636	ONDANSETRON HCL INJECTIO	J2405		8	25600		
0636	INJ MAGNESIUM SULFATE	J3475		12	21600		
0636	DRUGS UNCLASSIFIED INJEC	J3490		10	19000		
0001	PAGE 3 OF 3	CREATION DATE	081518	TOTALS	3473400	000	

50 PAYER NAME	51 HEALTH PLAN ID	52 REL INFO	53 ASG BEN.	54 PRIOR PAYMENTS	55 EST. AMOUNT DUE	56 NPI	1780677039
CIBOLA CO DET CENTER	999990000	Y	Y	000	3473400	57	
				000	000	OTHER	
				000	000	PRV ID	

58 INSURED'S NAME	59 P. REL	60 INSURED'S UNIQUE ID	61 GROUP NAME	62 INSURANCE GROUP NO.
[redacted]	18	18070133		001
	00			
	00			

63 TREATMENT AUTHORIZATION CODES	64 DOCUMENT CONTROL NUMBER	65 EMPLOYER NAME
NN		

66 DX																		68
	F10232	Y	J690	N	K56699	Y	N390	N	K700	Y	D649	Y	D696	Y	I10	Y	Z781	
0	E878	Y																

69 ADMIT DX	70 PATIENT REASON DX	71 PPS CODE	72 ECI	73
F10239			Y905 Y	

74 PRINCIPAL PROCEDURE CODE	DATE	a. OTHER PROCEDURE CODE	DATE	b. OTHER PROCEDURE CODE	DATE	75
c. OTHER PROCEDURE CODE	DATE	d. OTHER PROCEDURE CODE	DATE	e. OTHER PROCEDURE CODE	DATE	

76 ATTENDING	NPI 1528092129	QUAL	
LAST CASTELLINO		FIRST CONRAD J	
77 OPERATING	NPI 1528092129	QUAL	
LAST CASTELLINO		FIRST CONRAD J	
78 OTHER	NPI	QUAL	
LAST		FIRST	
79 OTHER	NPI	QUAL	
LAST		FIRST	

80 REMARKS	81CC	
CIBOLA CO DET CENTER	a	B3 282N00000X
700 E ROOSEVELT SUITE 50	b	
GRANTS NM 87020	c	
	d	

CIBOLA COUNTY

NEW MEXICO · EST. 1981

Confirmation of Receipt of Goods or Services

An invoice/Receipt was received on : 9/6/2018 for(select one below)

- ○ Purchase order number: _____
- ◉ An invoice where no PO was issued or a PCARD was used (please fill in fund number and amount below)

Vendor: UNM Health Sciences CTR A

Description	Fund Dep. Line Item	Amount
Indigent	406-055-420-00096	35,394.52
.		
	Total:	$ 35,394.52

Please confirm below by selecting the appropriate line that all goods or services have been recieved and are in good condition so that we may process the invoice for payment.

- ◉ All Goods have been received and or services completed
- ○ A partial shipment has been received
- ○ All items were received but the following were damaged and should not be paid for:

_____

_____

_____

_____

☑ Verify all invoices have been attached

Signature: _____

Department: Cibola County Detention Center

Date: 9/6/2018

Cibola County Health Care

Inmate/Detainee Certification

I certify that [redacted]
Cibola County Detention Center and has no medical insurance or other means of paying his/her medical bills. INVOICE: S332791700103 BOOKING #: 18-040092

Actual inmate of: X Cibola County or an inmate of Agency listed below:

_____ City of Grants	_____ Sierra County
_____ Grant County	_____ Socorro C
_____ Mora County	_____ Taos County
_____ Pueblo of Acoma	_____ Torrance County
_____ Pueblo of Laguna	_____ Valencia County
_____ San Miguel	_____ Village of Milan

_____ OTHER: _____

State of New Mexico }
}
Cibola County }

Subscribed and sworn before: Evelyn B Chavez (Notary)

On this: 6 Day of September 2018

seal

OFFICIAL SEAL
EVELYN B CHAVEZ
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 5-27-19

Evelyn B Chavez
Evelyn Chavez

5-27-19
Commission Expiration

1	2	3a PAT CNTL#	4 TYPE OF BILL
UNM HEALTH SCIENCES CTR A 2211 LOMAS BLVD NE ALBUQUERQUE NM 871062719 5052722521	UNM HEALTH SCIENCES CTR A PO BOX 912884 DENVER CO 80291-2884	S332791700103	0111
		b. MED REC# 5453086	
		5. FED TAX NO. 0000	6 STATEMENT COVERS PERIOD FROM 060518 THRU 061318
		856003005	7

8 PATIENT NAME a [redacted]

b [redacted]

9 PATIENT ADDRESS a 200 CIBOLA LOOP

b MILAN c NM d 87021 e

10 BIRTHDATE	11 SEX	12 ADMISSION DATE	13 HR	14 TYPE	15 SRC	16 DHR	17 STAT	18	19	20	21	22	23	24	25	26	27	28	29 ACDT STATE	30
[redacted]	[redacted]	060518	17	2	8	23	01													

	31 CODE	OCCURRENCE DATE	32 CODE	OCCURRENCE DATE	33 CODE	OCCURRENCE DATE	34 CODE	OCCURRENCE DATE	35 CODE	OCCURRENCE SPAN FROM	THROUGH	36 CODE	OCCURRENCE SPAN FROM	THROUGH	37
a															a
b															b

38 [redacted]

RECEIVED 9-6-18

	39 CODE	VALUE CODES AMOUNT	40 CODE	VALUE CODES AMOUNT	41 CODE	VALUE CODES AMOUNT
a	01	110400	80	800	A8	6800
b	A9	17400				
c						
d						

	42 REV. CD.	43 DESCRIPTION	44 HCPCS/RATE/HIPPS CODE	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
1	0120	GENERAL 2BED	0.00		8	883200		1
2	0250	N451079087920UN330			182	453780		2
3	0270	MED-SUR SUPPLIES			2	81100		3
4	0300	LAB			95	757290		4
5	0310	PATH LAB			1	11400		5
6	0320	DX X-RAY			2	31050		6
7	0350	CT SCAN			2	350300		7
8	0360	OR SERVICES			1	467002		8
9	0410	RESPIRATORY SVC			3	24000		9
10	0460	PULMONARY FUNC			3	48000		10
11	0610	MRI			1	214200		11
12	0636	N400270131535ML100	Q9967		100	22140		12
13	0636	N463323056887ML2.8	J1650		28	20370		13
14	0636	N451079052420UN7	Q0162		28	2660		14
15	0636	N400409909422ML4	J3010		2	2540		15
16	0636	N400641607825ML4	J2405		8	2460		16
17	0636	N463323049527ML4	J2001		8	2225		17
18	0636	N476045000905ML.5	J1170		1	1295		18
19	0636	N400409230517ML2	J2250		2	640		19
20	0710	RECOVERY ROOM			2	117600		20
21	0730	EKG/ECG			3	46200		21
22								22
23	0001	PAGE 1 OF 1	CREATION DATE	082118	TOTALS	3539452	000	23

	50 PAYER NAME	51 HEALTH PLAN ID	52 REL. INFO.	53 ASG. BEN.	54 PRIOR PAYMENTS	55 EST. AMOUNT DUE	56 NPI	
A	CIBOLA COUNTY	99999GENE	Y	Y	000	000	1689747552	A
B							57 OTHER PRV ID	B
C								C

	58 INSURED'S NAME	59 P.REL	60 INSURED'S UNIQUE ID	61 GROUP NAME	62 INSURANCE GROUP NO.
A	[redacted]	21	18040092		
B					
C					

	63 TREATMENT AUTHORIZATION CODES	64 DOCUMENT CONTROL NUMBER	65 EMPLOYER NAME
A			
B			
C			

66 DX: B20 Y, K626 Y, N179 Y, D709 Y, G629 Y, E860 Y, D638 Y, K529 Y, Z87891 1 68

0 Z9049 1, F1290 Y, Z9114 1, Z9119 1, Z83511 1, Z833 1, Z8249 1, Z886 1, Z881 1

69 ADMIT DX L98419 | 70 PATIENT REASON DX a b c | 71 PPS CODE 977 | 72 ECI a b c 73

74 PRINCIPAL PROCEDURE CODE	DATE	a OTHER PROCEDURE CODE	DATE	b OTHER PROCEDURE CODE	DATE	75
0DBQXZX	061318	0DJD7ZZ	061318			
c OTHER PROCEDURE CODE	DATE	d OTHER PROCEDURE CODE	DATE	e OTHER PROCEDURE CODE	DATE	

76 ATTENDING	NPI 1740571611	QUAL	
LAST IMBER		FIRST JACOB G	
77 OPERATING	NPI 1932399516	QUAL	
LAST MCKEE		FIRST ROHINI	
78 OTHER	NPI	QUAL	
LAST		FIRST	
79 OTHER	NPI	QUAL	
LAST		FIRST	

80 REMARKS

CIBOLA COUNTY

700 EAST ROOSEVELT AVE STE

GRANTS NM 87020

81 CC			
a	B3	282N00000X	
b			
c			
d			

UB-04-CMS-1450

CIBOLA COUNTY

NEW MEXICO · EST. 1981

Confirmation of Receipt of Goods or Services

An invoice/Receipt was received on : 9/11/2018 for(select one below)

- ○ Purchase order number: _____
- ◉ An invoice where no PO was issued or a PCARD was used (please fill in fund number and amount below)

Vendor: Trust Pharmacy

Description	Fund Dep. Line Item	Amount
Indigent	406-055-420-00096	13,934.28
COP -- Pharmacy Expense	614-100-457-00309	1,201.68
	406-055-420-00096	(359.98)
	Total:	$ 14,775.98

Please confirm below by selecting the appropriate line that all goods or services have been recieved and are in good condition so that we may process the invoice for payment.

- ◉ All Goods have been received and or services completed
- ○ A partial shipment has been received
- ○ All items were received but the following were damaged and should not be paid for:

_____

_____

_____

_____

☐ Verify all invoices have been attached

Signature: _____

Department: CIBOLA COUNTY DETENTION CENTER

Date: 9/11/2018

TRUST PHARMACY

1000 E. ROOSEVELT
GRANTS, NM 87020
Phone - (505) 287-3913
Fax - (505) 287-4379

INVOICE

8/31/2018 12263

CIBOLA COUNTY CORRECTIONAL
ROOSEVELT
GRANTS NM 87020

AUGUST 2018 RX Prescriptions	1	15,495.94	15,495.94

Sales Tax (8.125%)	$0.00
	$15,495.94
Payments/Credits	$0.00
Balance Due	$15,495.94

NEW ITEMS

11 d.

Resolution 18-50 Request to NMDOT to Extend COOP Deadline

Cibola County Road Dept.

700 East Roosevelt
Grants New Mexico 87020
Phone (505) 285-2570 Fax (505) 287-3656
Gary Porter - Public Works Director

August 30, 2018

Mr. Larry Maynard
District Six Engineer
NMDOT
P.O. Box 2159
Milan, NM 87021

Attn: JoAnn Garcia

Dear JoAnn,

Due to inclement weather and flooding in August we foresee the Cibola County Road Dept. unable to reach the co-op deadline. Expiration date of December 31, 2018. Cibola County Road Dept. is requesting a 12 month extension, from December 31, 2018 to December 31, 2019 on SB-7731 (195) 18 Contract # D15685/1 Control # L600122.

If you should have any questions, please contact me at (505) 285-2570.

Sincerely,

Gary Porter
Public Works Director

Cibola County Road Dept.
700 East Roosevelt
Grants New Mexico 87020
Phone (505) 285-2570 Fax (505) 287-3656
Gary Porter - Public Works Director

Cibola County
Resolution # 18-50

Whereas, the undersigned are the duly elected and qualified members of the governing body of Cibola County; and

Whereas, the maintenance of County roadways is the responsibility of the Board of the Commissioners; and

Whereas, the health and safety of their patrons is of the highest priority; and

Whereas, the New Mexico Department of Transportation has notified Cibola County of the availability of approved funds for the School Bus Route Program (SB); and

Whereas, inclement weather and related circumstances has Cibola County behind schedule and a 12 (twelve) month extension on SB-7731 (195) 18 Contract # D15685/1 Control # L600122 is necessary;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Cibola County submits an application for an extension in regard to Project No. SB-7731 (195) 18 Contract # D15685/1 Control # L600122 through the New Mexico Department of Transportation 2017-2018 School Bus Route Program until December 31, 2019.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____, 2018.

THE CIBOLA COUNTY BOARD OF COMMISSIONERS

_____
Robert Armijo, Chairman

_____
Daniel Torrez, 1st Vice Chair

_____
Jack Moleres, 2nd Vice Chair

_____
Martha Garcia, Commissioner

Attest:

_____
Robert Windhorst, Commissioner

_____
Michelle E. Dominguez, Cibola County Clerk

NEW ITEMS

11 e.

Resolution 18-51-2nd Amendment to Local Government Road Fund

Cibola County Road Dept.
700 East Roosevelt
Grants New Mexico 87020
Phone (505) 285-2570 Fax (505) 287-3656
Gary Porter - Public Works Director

Cibola County
Resolution # 18-51

Whereas, Cibola County participates in the local government road fund program administered by the New Mexico Department of Transportation: and

Whereas, Cibola County and the New Mexico Department of Transportation have entered into a joint and coordinated effort; and

Whereas, The total cost of the project will be $213,377.00 to be funded in proportional share by the parties hereto of as follows; and

a. New Mexico Department of Transportation share shall be 75% which is $160,033.00: and

b. Cibola County's proportional share Match Funding Waived 25% is $53,344.00

TOTAL PROJECT COST IS $213,377.00

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Cibola County determines, resolves, and orders as follows:

a. That the project for this Cooperative agreement is adopted and has a priority standing.

b. The agreement is hereby being amended to terminate on December 31, 2019 and the Cibola County 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 the written agreement.

c. Cibola County to enter into Cooperative Agreement Project No. SB-7731 (195) 18 Contract # D15685/1 Control # L600122 through the New Mexico Department of Transportation LGRF Project year 2017-2018 for Blade & Shape/Patch/Chipseal/Fogseal/Signs & Hardware/Stripe within the control of Cibola County.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____, 2018.

THE CIBOLA COUNTY BOARD OF COMMISSIONERS

_____
Robert Armijo, Chairman

_____
Daniel Torrez, 1st Vice Chair

_____
Jack Moleres, 2nd Vice Chair

Cibola County Road Dept.

700 East Roosevelt
Grants New Mexico 87020
Phone (505) 285-2570 Fax (505) 287-3656
Gary Porter - Public Works Director

_____
Martha Garcia, Commissioner

_____
Robert Windhorst, Commissioner

Attest:

_____
Michelle E. Dominguez, Cibola County Clerk

Contract No.	**D15685/2**
Vendor No.	**0000047859**
Project No.	**SB-7731(195)18**
Control No.	**L600122**

SECOND AMENDMENT TO LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This **Second Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the Cibola County (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. D15685, on September 11, 2017; and,

Whereas, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Public Entity want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Public Entity agree as follows:

1. Section 6, Term, is deleted and replaced with the following:

   6. Term.
   This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2019. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this Second Amendment.

The remainder of this page in intentionally left blank.

In Witness Whereof, each party is signing this Agreement on the date stated opposite that party's signature.

New Mexico Department of Transportation

By: _____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:_____ Date: _____
Assistant General Counsel

Cibola County Chairperson or Designee

By: _____ Date: _____

Name: _____

Title: _____

ATTEST:

By: _____ Date: _____
Cibola County Clerk or Designee

NEW ITEMS

11 f.

Resolution 18-52-2nd Participation in Municipal Transit System

Cibola County Commission
Robert J. Armijo, Chairman
Daniel J. Torrez, 1st Vice-Chair
Jack P. Moleres, 2nd 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
BOARD OF COUNTY COMMISSIONERS

RESOLUTION NO. 18-52
PARTICIPATION IN THE MUNICIPAL TRANSIT SYSTEM

WHEREAS, the Village of Milan, the City of Grants and the County of Cibola have entered into a joint and coordinated efforts for the participation and operation of a Municipal Transit System;

WHEREAS, Cibola County's local match for Fiscal Year 2019 is $26,000.00;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Cibola County to participate in a joint and coordinated effort with the Village of Milan and the County of Cibola for a Municipal Transit System for Fiscal Year 2019 in the amount of $26,000.

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

BOARD OF COUNTY COMMISSIONER

ROBERT ARMIJO, CHAIRMAN

DANIEL TORREZ, 1ST VICE CHAIR

JACK MOLERES, 2ND VICE CHAIR

ROBERT WINDHORST, COMMISSIONER

MARTHA GARCIA, COMMISSIONER

ATTEST BY:

MICHELLE E. DOMINGUEZ, COUNTY CLERK

NEW ITEMS

11 g.

MOU Between Cibola County and NMSU Extension Services

CIBOLA COUNTY

PROGRAM AGREEMENT

THIS AGREEMENT, entered in to this July 1, 2018, by and between CIBOLA COUNTY (hereinafter called the COUNTY) and NEW MEXICO COOPERATIVE EXTENSION SERVICE, organized and existing under the rules and policies of New Mexico State University (hereinafter called the EXTENSION SERVICE.)

RECITALS

WHEREAS, counties are empowered by the New Mexico County Extension Law to appropriate funds in support of Extension work to their respective counties (being Sections 76-2-1 through 76-2-12 NMSA, 1978);

WHEREAS, the County of Cibola, in addition to this Agreement, provides the New Mexico Extension Service office space, utilities, janitorial services and maintenance at no cost in further support of the partnership between the County and NMSU;

NOW THEREFORE, the EXTENSION SERVICE and the COUNTY hereto agree to enter into this agreement for the purpose of conducting EXTENSION SERVICE work in the COUNTY:

SCOPE OF SERVICES

A. The COOPERATIVE EXTENSION SERVICE agrees to:

1. Provide EXTENSION SERVICE programs to the residents of the COUNTY.

2. Employ and train the professional and support staff to operate the COUNTY Extension Office consistent with NMSU policies and procedures and funding levels.

3. Deliver educational programs to COUNTY residents in Agriculture, Home Economics, 4-H and Youth and Community and Resource Development.

4. Provide the necessary administrative and supervisory services.

5. Provide the necessary EXTENSION SERVICE subject matter specialist support.

5. Provide the necessary EXTENSION SERVICE subject matter specialist support.

6. Extend the U.S. Department of Agriculture and Land Grant University research findings.

7. Conduct field research and demonstrations applicable to COUNTY problems, appropriate and feasible

8. Provide U.S. Department of Agriculture, Experiment Station and Extension Service bulletins and publications for the residents of the COUNTY.

9. Manage and monitor the necessary office operating expenses to include equipment, supplies, telephone and travel.

10. Develop plans of work for program direction and evaluation and provide to appropriate officials.

11. Prepare a quarterly and an annual report as specified by EXTENSION SERVICE policies and procedures for submittal to appropriate officials.

12. Organize and support, Extension Advisory Councils for program development, evaluation and recommendations.

13. Recruit, train and support EXTENSION SERVICE volunteers.

14. Provide an annual budget request on estimated operating costs for the COUNTY EXTENSION unit.

15. Comply with NMSU accounting and audit procedures and requirement as provided under state law.

16. Provide any other functions necessary and consistent with the legal provisions of Cooperative Extension Service authorization.

B. The COUNTY agrees to:

1. Provide the local funding level to support the EXTENSION SERVICE unit as indicated below for FY 2018-2019.

2. Provide office space, utilities, and custodial services for the COUNTY Extension Office.

3. Provide program suggestions and recommendations to the COUNTY Extension staff to better serve the residents of the COUNTY.

4. Provide maintenance of the COUNTY Extension Office as needed or as funds allow.

BUDGET

As approved at the budget hearing, the COUNTY will provide COOPERATIVE EXTENSION SERVICE $26,000.00. The remainder of the Budget will be provided by state and federal funds through NMSU. This COUNTY appropriation of $26,000 (approved on August 28,2018) along with the matching state and federal funds will fund approximately five and one-half months of service from COOPERATIVE EXTENSION SERVICE beginning July 1, 2018. An additional county appropriation of $29,905.00 along with state and federal matching funds would be necessary for COOPERATIVE EXTENSION SERVICE to continue to provide uninterrupted educational programming through the end of fiscal year 2019. COOPERATIVE EXTENSION SERVICE understands that this matter will be addressed at a future meeting of the Board of County Commissioners.

BILLING

The EXTENSION SERVICE shall submit quarterly billings following each quarter for which services have been performed. The COUNTY, once approving the billing, shall process the billing through its established accounting procedures, and remit payment where designated on the invoice/statement.

TERMS OF AGREEMENT

The Agreement, along with any approved amendments, shall be effective from July 1, 2018 through June 30, 2019, and shall remain in force until it is expressly abrogated in writing by either of the parties.

HOLD HARMLESS

The EXTENSION SERVICE agrees not to purport to bind the COUNTY to any obligation not assumed herein by the COUNTY, unless the EXTENSION SERVICE has express written authority to do so, and then only within the strict limits of the authority.

BENEFITS

The EXTENSION SERVICE and their agents and employees, are under the direction of New Mexico State University performing services for the COUNTY and are not employees of the COUNTY. The EXTENSION SERVICE and their agents and employees, shall not accrue leave, retirement, insurance, bonding, use of COUNTY vehicles, or any other benefits afforded to employees of the COUNTY as a result of this agreement.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Extension Service and County and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both parties.

This Agreement executed the 1st day of July, 2018.

By:_____
A. Giron
Executive Director for Research

By:_____ Alisha
Kate Fletcher
Cibola County Manager

NEW ITEMS

11 h.

JPA Between Cibola Regional Communication Center Between Cibola County, City of Grants, and Village of Milan

AMENDED
JOINT POWERS AGREEMENT REORGANIZING THE CIBOLA REGIONAL COMMUNICATIONS CENTER

This joint powers agreement (JPA) entered into effective the _____ day of _____ , 2018, by and among **Cibola County, New Mexico,** a political subdivision of the State of New Mexico (hereinafter referred to as "County"), the **City of Grants, New Mexico,** a municipal corporation of the State of New Mexico, (hereinafter referred to as "City"), the **Village of Milan, New Mexico,** a municipal corporation of the State of New Mexico, (hereinafter referred to as "Village"), (collectively the "Parties" or individually a "Party" and is made pursuant to the provisions of 11-1-1 *et. seq.* NMSA 1978.

WHEREAS, 11-1-1 *et. seq.* NMSA 1978 (the JPA Act) provides that any county and any municipality may enter into agreements to cooperate and assist each other in exercising and performing any power, authority, duty or function legally invested in them;

WHEREAS, currently the County, the Village and the City jointly fund the Cibola Regional Communications Center (CRCC) for the purpose of receiving citizen emergency telephone calls and then so notifying their appropriate police, other emergency personnel pursuant to an existing joint powers agreement;

WHEREAS, the Parties hereto wish to amend this existing joint powers agreement ("Amended JPA") as set forth below;

WHEREAS, pursuant to the JPA Act, the County, the City and the Village wish to jointly exercise the power to so operate this regional center as permitted and allowed and further desire to enter into this JPA to so exercise this common power;

WHEREAS, the Parties recognize that in order to better implement Federal Homeland Security laws, regulations and requirements as well as improve operational efficiency and manage the daily operations, that the CRCC should be under the authority as well as be the responsibility of one jurisdiction, the fiscal agent, which is currently the County, who shall have control and supervision of all CRCC personnel in accordance with County personnel policies as well as the expenditure of all CRCC funds as appropriated by the Parties;

WHEREAS, the Parties also recognize that in order to better implement Federal Homeland Security laws, Regulations and requirements as well as improve operational efficiency that the CRCC should be under the supervision of the work in conjunction with the County's Emergency Management Coordinator who is a County employee;

WHEREAS, pursuant to the aforementioned statutes, the Parties hereunder may

appoint an Advisory Board ("Board") to assist in providing advice and counsel to the County and the Emergency Management Coordinator CRCC Director; and

WHEREAS, the Parties wish to continue operation of the CRCC and redefine control of its administration and performance, as well as the financing of such system, and reconstitute the Board (as outlined below, section 5) for advisory purposes of the CRCC as set forth herein on behalf of the County, the City and the Village.

NOW, THEREFORE, all Parties having resolved to do so in meetings duly assembled and as required and in consideration of the foregoing and of the cooperation to be had between the Parties and the performance of the promises contained herein, the Parties hereto agree as follows:

1) Purpose. The purpose of this JPA is to establish the procedures and responsibilities for the joint and cooperative undertaking of the Parties in establishing and operating the CRCC for the Parties in their respective geographic areas and any surrounding area as they wish to include in accordance with applicable laws.

2) Commencement, Duration, Termination and Dissolution. This agreement shall commence on the date of approval by the New Mexico Secretary of Finance and Administration following its adoption and approval by the Parties herein, and shall continue for an indefinite period of time. However, at the end of each fiscal year, each of the Parties shall review this agreement and may determine whether they wish to continue in its operation. Any Party may terminate its participation in this agreement at any time by giving at least a 180-day notice of such intent to terminate to the other Parties. However, no Party may terminate its participation in this agreement if the effect of said termination would violate the provisions of agreements with third parties or cause or constitute a breach of any contract with third parties. In the event of termination by one of the three original Parties to this agreement, the remaining Parties may continue their participation and operation of the CRCC under this JPA. In the event of any such termination by one of the three original parties, any property originally belonging to such terminating party then provided and used by the CRCC shall remain the property of the CRCC.

3) Amendments. Any amendments to this agreement shall be effective only upon the mutual execution of an amending document and approval by the New Mexico Department of Finance and Administration.

4) Name. The project established by this agreement may be known as the Cibola Regional Communications Center or CRCC.

5) Advisory Board. There is hereby re-affirmed and continued the Advisory Board consisting of seven (7) members whose function shall be to carry out the purposes of this Agreement, as the same may be delegated to the Board by

CRCC in this agreement. The board members shall consist of the following individuals: the Cibola County Sheriff, the President of the Cibola Rural and Municipal Fire Association, the City's Chief of Police, the City's Fire Chief, the Village's Chief of Police, the Village's Fire Chief and one (1) local citizen as appointed by the other six (6) members (who shall generally serve a two (2) year term but shall serve subject to the pleasure of the board and subject to renewal). Any member (except the citizen member) may designate an alternate from time to time. Pursuant to 11-1-6 NMSA 1978, members serving on the CRCC shall not be individually liable for any actions, inactions, or omissions of the CRCC, except to the extent as allowed by law. Decisions of the Board shall be by majority vote with a quorum of the Members present. A quorum shall be fifty-one percent (51%) of the members as currently then appointed.

6) CRCC Director. The County of Cibola shall maintain the position of the CRCC Director. The CRCC Director shall be an employee of Cibola County whose salary shall be paid by the County utilizing CRCC designated funds.

7) Delegation of Authority for Operation, Regulation Control and Maintenance of Property, Facilities and Programs. The Parties hereby delegate to the County's CRCC Director Supervision over the CRCC with the authority to control, maintain, manage, operate and regulate the communication system of the CRCC described herein, whether individually or jointly owned, as well as all related equipment and facilities. The CRCC Director, shall report to the County for purposes of operating, maintaining, managing and regulating the communication system of the CRCC, especially with respect to the part CRCC plays with respect to implementing the County's and the Parties' Homeland Security functions. The CRCC Director shall report to the County for purposes of implementing personnel policies and collective bargaining agreements for CRCC staff and employees including hiring, termination and discipline of any employees and/or staff. If the fiscal agent in conjunction with the Advisory Board determines that a PSAP (Public Safety Answering Point) manager is necessary in order to properly implement CRCC functions that individual will be an "at will" employee and report directly to the CRCC Director.

8) Interest of the Parties in Property, Facilities and Equipment. The furnishings, fixtures, equipment, capital improvements, and systems (including leased property) acquired by the CRCC shall be deemed the property of the Parties. Each Party shall own an undivided interest in the equipment and facilities as will so be acquired. Upon complete dissolution all equipment and facilities so acquired and not otherwise required to be returned or assigned shall be allocated among the Parties on the basis of the proportion to their total respective contributions as have been made pursuant to paragraph 9 hereof (except if one of the three original parties has withdrawn pursuant to Paragraph 2 hereof, such

party's interest shall be limited to that property acquired or received prior to its withdrawal).

9) Financing and Budget. The CRCC is financed through the imposition of a .25% countywide emergency communications and emergency medical and behavioral health services tax of one-fourth of one percent (.25%) gross receipts tax (GRT) approved by the voters of Cibola County on November 8, 2016. The County, the City, and the Village shall in the first year of operation under this Amended JPA each finance this joint and cooperative undertaking by the appropriation of funds for the purpose of meeting the funding requirements of the budgeted operating expense in excess of those expenses funded by the GRT in accordance with the following allocation:

City = 40% of the total
County = 42% of the total
Village =18% of the total

This allocation will only take place for the remaining cost total to efficiently run the Cibola Regional Communications Center after the Gross Receipt Tax contribution is collected for the fiscal year.

Such payments by the City and the Village to the County (as fiscal agent) shall be made in quarterly (4) installments based on actual monthly expenses. In no event shall the Parties be assessed any additional fees thereafter in any fiscal year without the consent of all of the Parties.

10) Additional Sources of Funding. Each Party's financial obligation may be financed from any legal source, including by excise, sales, or other taxation allowed by law or by in-kind contributions. The CRCC is specifically authorized to receive and accept donations, gifts, contributions, or grants from any source, provided that they are used solely for permitted purposes under the terms of this JPA. In addition, the CRCC is specifically authorized to cooperate with any of the Parties, or any other agencies or officers of the State of New Mexico, or agencies or officers of the United States for authorizations from or through those agencies or officers for such additional funding.

11) Fiscal Agent. The Parties agree that the fiscal agent and lead agency for the CRCC shall be the County. The Fiscal Agent shall be responsible for accounting and administration of all funds necessary to operate the CRCC and shall do so such as to provide for the strict accountability of all receipts and disbursements. As lead agency, the fiscal agent shall monitor the actions of the CRCC. The fiscal agent, if the County, shall also be responsible for supervising all the personnel of the CRCC and its employees and staff, including taking all actions necessary to implement the County's Personnel Policy or negotiate a Collective Bargaining Agreement for CRCC employees . The Parties shall have the right to take

corrective action at any time, including terminating this Amended JPA in accordance with the termination provisions, as herein provided, if they believe that the CRCC is not property performing its duties.

12) CRCC Director Authority: The County's CRCC Director shall be responsible for the day to day operations of the CRCC, particularly as they relate to implementing Federal Homeland Security laws, regulations and requirements. He or she shall report to the County with respect to implementing all County Personnel Policies including the hiring, termination, disciplining and/or promotions of any CRCC employees and staff.

13) Advisory Board. The function of the Board is to 1) annually review the amount of funding for each of the Parties for the upcoming fiscal year; 2) annually review the budget for the upcoming fiscal year; and 3) meet as often as it determines necessary to provide advice and counsel to the CRCC Director regarding the proper functioning of the CRCC so that it may better serve the residents of the Parties, the entities and organizations represented by the Board members and meet its obligations under Federal Homeland Security laws, regulations and requirements.

14) Advisory Board Meetings. The Board shall in its sole discretion meet as often as it deems necessary however, it shall meet as least once a year on or before May 30th, to review the funding amount, and the budget.

15) Reserve Funds. The County is authorized to acquire and maintain reserve funds for CRCC operations. Upon dissolution of the CRCC, any funds remaining and unobligated shall be divided among the Parties in the proportion to their total respective contributions theretofore.

16) Fiscal Year. The fiscal year of the CRCC shall be July 1st to June 30th of the following year. The CRCC shall prepare and submit its proposed budget, together with its proposed operating plan, to the Parties not later than May 5th of each year. The operating plan shall be sufficiently detailed as to the nature and extent of any major new management decisions, proposed capital projects or expenditures, and personnel hiring. All Parties to this Agreement must approve the budget inclusive of the parties' contributions for that budget year. Upon approval of the budget by the parties, the CRCC shall not be required to seek subsequent approval of expenditures from these agencies. The CRCC will then provide the Parties with reports detailing its activities and expenditures on a quarterly basis.

17) Method of Operation. The Parties agree that, in the interest of efficiency and in order to avoid unnecessary redundancies and make optimal use of established fiscal, personnel, insurance and other arrangements, the CRCC and its departments shall operate utilizing the County's personnel policies, fiscal

management, auditing, retirement a health and medical insurance, and casualty and personal liability insurance. All costs incurred by the County on behalf of the CRCC shall be paid from the CRCC budget. The approved CRCC budget shall be administered as a part of the County's budget, and the County shall be responsible for performing all required audits and reporting to appropriate agencies for the fiscal year as approved.

18) CRCC Management. Within the foregoing constraints, the control, management, supervision, operation, and regulation of the system and facilities shall be under the administration of the County and the CRCC Director. No new obligations to engage in the management, control, maintenance, or supervision of property, facilities or programs may be delegated to the CRCC by a party, or assumed by the CRCC, without the approval of all Parties to this Agreement.

19) Agents and Employees. The County on behalf of the CRCC shall, , in accordance with its carrying out the purposes, duties and functions as set forth herein, have the authority to contract with organizations providing services, funding or facilities needed to carry out the purposes of this Agreement. All contracts with such organizations shall be approved, in advance, by the County with the advice of the Advisory Board The County shall be responsible for all personnel issues. The CRCC staff shall report to the CRCC Director. The CRCC Director shall report to the County. The CRCC Director shall report to the County Emergency Manager for FCC and Homeland Security regulations. The hiring, dismissal and management of CRCC employees shall be under the purview of the fiscal agent, pursuant to applicable policies and procedures of the County.

20) Prior Agreements. This agreement, while intended to memorialize prior arrangements, shall supersede any and all prior agreements by and among the Parties with respect to the Grants-Cibola County Joint Powers Communication Center, and all such prior agreements, arrangements and understandings are hereby rescinded and rendered null and void hereafter. This Agreement contains the entire agreement between the Parties concerning the joint and cooperative establishment, management, and operation of the Cibola Regional Communications Center (CRCC).

21) Notice. Notice as need be given to the Parties shall be by regular mail mailed at least five (5) days in advance of a meeting or action to the Parties at their respective addresses which are as follows: County: County Manager, Cibola County, 700 E Roosevelt Suite 50, Grants, New Mexico 87020. City: City Manager, City of Grants, P. O. Box 879, Grants, New Mexico 87020. Village: Village Manager, Village of Milan, P. O. Box 2727, Milan, New Mexico 87021.

22) Liability. Each of the Parties 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 the performance of this JPA. Each Party

shall be liable for its acts or failure to act in accordance with this JPA, subject to the immunities and limitations of the New Mexico Tort Claims Act and other applicable law.

23) Headings. The section headings are for convenience of reference only and shall not otherwise affect the meaning hereof.

24) Amendment. This JPA shall not be altered, changed or amended except by instrument in writing executed by the Parties and approved by the Department of Finance and Administration.

25) Appropriations. Performance of this JPA is contingent upon sufficient authority and appropriations granted by the New Mexico State Legislature to the extent so required.

26) Governing Law. This JPA shall be governed by and construed according to the law of the State of New Mexico.

27) Department of Finance and Administration Approval. This JPA shall be of no force and effect until approved in writing by the Department of Finance and Administration for the State of New Mexico.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on behalf of the Parties hereto, to be effective as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF CIBOLA COUNTY, NEW MEXICO

By: _____
Robert Armijo
Chairman

Date: _____

ATTEST:

_____
County Clerk

CITY OF GRANTS, NEW MEXICO

By: _____
Martin Hicks
Mayor

Date: _____

ATTEST:

_____
City Clerk

VILLAGE OF MILAN, NEW MEXICO

By: _____
Felix Gonzales
Mayor
Date: _____

ATTEST:

_____
Village Clerk

Approved:

DEPARTMENT OF FINANCE & ADMINISTRATION

By: _____

Date: _____

NEW ITEMS

11 i.

Resolution 18-53 Application to NMDOT for Planning and Design of County Road 1

CIBOLA COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. 18-53

SUPPORTING APPLICATION THROUGH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO CR-1, MARQUEZ ROAD

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, on September 27, 2018, 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, NMSA 1978, § 4-37-1 provides the power to the county to provide for the health, safety, and welfare of its inhabitants; and,

WHEREAS, CR-1 was initially developed by the NMDOT and transferred to the County in 1982; and,

WHEREAS, the existing roadway exhibits material loss to the roadside, and the existing bridge exhibits damage and bending within the structural plate arch on the outlet side along with erosion and scouring of the channel and roadside; and,

WHEREAS, the bridge provides the only access to the Marquez community and several large ranches, the Marquez wildlife area and uranium mines, as well as access to the Wind Farm Array and Solar Power field operated by PNM atop the nearby mesa; and,

WHEREAS, the improvements to the road are necessary to protect the health, safety, welfare of the residents of the county,

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Cibola that it expresses its full and complete support for the County's application for funding to complete phase 1 which includes; all required studies, planning and design for permanent fix to County Road 1 to address stream and channel morphology and amendment, and to address the scour and erosion mitigations which are exacerbating the present conditions at this roadway and the bridge crossing of the Arroyo del Valle.

APPROVED, ADOPTED AND PASSED on this 27th of September, 2018.

BOARD OF COUNTY COMMISSIONERS

ROBERT ARMIJO, CHAIRMAN

DANIEL TORREZ, 1ST VICE-CHAIR

JACK MOLERES, 2ND VICE-CHAIR

ROBERT WINDHORST, COMMISSIONER

MARTHA GARCIA, COMMISSIONER

ATTEST BY:

MICHELLE E. DOMINGUEZ, COUNTY CLERK

NEW ITEMS 11j.

Resolution 18-54 To Submit Sponsorship Application to NMDOT for Recreational Trails Program and Maintenance Commitment of ZMTP

Cibola County Commission
Robert J. Armijo, Chairman
Daniel J. Torrez, 1st Vice-Chair
Jack P. Moleres, 2nd 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
BOARD OF COUNTY COMMISSIONERS

RESOLUTION NO. 18-54

RESOLUTION OF SPONSORSHIP

For a Recreational Trails Program Application and Maintenance Commitment to the Zuni Mountains Trail Project in Cibola County

A resolution declaring the eligibility and intent of the Board of County Commissioners of Cibola County to submit an application to the New Mexico Department of Transportation for Federal Fiscal Year 2018/2019 Recreational Trails Program (RTP) funds.

Whereas, Cibola County, New Mexico, has the legal authority to apply for, receive and administer federal funds; and,

Whereas, Cibola County is submitting an application for Federal Fiscal Year 2019/2020 (FFY19/20) New Mexico Recreation Trails Program funds in the amount of $831,545 as set forth by the Federal legislation, Fixing America's Surface Transportation (FAST) Act, and as outlined in the FFY 1 9/20 New Mexico TAP/RTP Guide; and,

Whereas, the Zuni Mountain Trails Project—Quartz Hill named in the Recreation Trails Program application are eligible project(s) under New Mexico Recreation Trails Program and the FAST Act; and,

Whereas, Cibola County, acknowledges availability of the required local match of 14.56% and the availability of funds to pay all costs up front, as Recreation Trails Program is a cost reimbursement program; and,

Whereas, Cibola County, agrees to pay any costs that exceed the project amount if the application is selected for funding; and,

Whereas, Cibola County, agrees to maintain all project(s) constructed with Recreational Trails Program funding for the useable life of the project(s);

Cibola County Commission
Robert J. Armijo, Chairman
Daniel J. Torrez, 1st Vice-Chair
Jack P. Moleres, 2nd 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

Now, therefore be it resolved by the governing body of the Board of County Commissioners of Cibola County that:

1. Cibola County authorizes the County Manager to submit an application for FFY 2019/2020 New Mexico Recreational Trails Program funds in the amount of $831 ,545 from the New Mexico Department of Transportation (NMDOT) on behalf of Cibola County.

2. That Cibola County assures the NMDOT that if Recreational Trails Program funds are awarded, sufficient funding for the local match and for upfront project costs are available, since Recreational Trails Program is a reimbursement program, and that any costs exceeding the award amount will be paid for by Cibola County.

3. That Cibola County, assures the NMDOT that if awarded Recreational Trails Program funds, sufficient funding for the operation and maintenance of the Recreational Trails Program project will be available for the life of the project.

4. That the County Manager of Cibola County, is authorized to enter into a Cooperative Project Agreement with the NMDOT for Recreational Trails Program projects using these funds as set forth by the FAST Act on behalf of the citizens of Cibola County. The County Manager is also authorized to submit additional information as may be required and act as the official representative of the Cibola County in this and subsequent related activities.

5. That the Board of County Commissioners of Cibola County assures the NMDOT that Cibola County, is willing and able to administer all activities associated with the proposed project.

Cibola County Commission
Robert J. Armijo, Chairman
Daniel J. Torrez, 1st Vice-Chair
Jack P. Moleres, 2nd 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

APPROVED, ADOPTED AND PASSED on this 27th of September, 2018.

BOARD OF COUNTY COMMISSIONERS

ROBERT ARMIJO, CHAIRMAN

DANIEL TORREZ, 1ST VICE CHAIR

JACK MOLERES, 2ND VICE CHAIR

ROBERT WINDHORST, COMMISSIONER

MARTHA GARCIA, COMMISSIONER

ATTEST BY:

MICHELLE E. DOMINGUEZ, COUNTY CLERK

NEW ITEMS

11k.

Non-Fund Share Agreement Between Cibola County and USDA Forest Service/National Forest

FS Agreement No. ____ - ____ - ____

Cooperator Agreement No. _____

NON FUNDED CHALLENGE COST SHARE AGREEMENT
Between the
COUNTY OF CIBOLA
And The
USDA, FOREST SERVICE
CIBOLA NATIONAL FOREST AND GRASSLANDS
AGREEMENTNT TAYLOR RANGER DISTRICT

This **NON FUNDED CHALLENGE COST SHARE AGREEMENT** is hereby made and entered into by and between the County of Cibola, hereinafter referred to as "Cibola County"; and, the United States Department of Agriculture (USDA), Forest Service, Cibola National Forest, hereinafter referred to as the "U.S. Forest Service,"
Under the authority: Department of the Interior and Related Agencies Appropriations Act of 1992, Public Law 102-154.

Background: The Zuni Mountains Trail Project (ZMTP) is a U.S. Forest Service-led project to develop about 200 miles of single track, non-motorized trails throughout the Zuni Mountains region in both Cibola and Cibola counties. This project will lessen safety concerns and conflicts between motorized and non-motorized users. It will reduce the environmental impacts by providing a non-motorized system versus user-created trails. This phase of the project will connect to existing and future phases of the overall system, which was planned to provide connectivity. Phase IV provides about 30 miles of trail design, construction, and management of the Quartz Hill Trail System portion of the system.

In the summer of 2017, Cibola County was awarded $710,472.00 from a Grant under the Recreational Trails Program (RTP) under Federal Highway Administration (FHWA) by the New Mexico Department of Transportation (NMDOT) to build the trail and trailhead at Quartz Hill area of the Zuni Mountains within the Mount Taylor Ranger District. This funding requires a 14.56% match of $121,073.00. The grant funding allows Cibola County to develop, maintain, and operate non-motorized trails on National Forest System (NFS) lands within the Zuni Mountains.

Title: Quartz Hill Trail System Project

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to design, construct, maintain, and operate the non-motorized trail system including associated trailhead improvements in accordance with the following provisions and

the hereby incorporated Operating and Financial Plan, attached as Exhibit A, and RTP Grant application/proposal, attached as Exhibit B.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The US Forest Service is a land management agency dedicated to manage the Nation's natural resource for a variety of used and activities, including outdoor recreation, and is interested in providing non-motorized dispersed recreation opportunities that are environmentally sensitive, educational, and enjoyable and support the local and regional quality of life.

Cibola County is dedicated to provide services, enhancing the quality of life for all citizens of Cibola County through responsible government and interested in safe responsible use of public lands by visitors participating in dispersed non-motorized trail activities. Cibola County aspires to assist the US Forest Service through subsequent, volunteer, collection, partnership agreements and other instruments to accomplish mutually beneficial non-motorized trail projects and activities.

There is a need to actively promote mutual beneficial partnerships that encourages safe responsible use of public lands by visitors participating in non-motorized dispersed recreation activities. Both the US Forest Service and Cibola County share a mutual mission and interest of providing a public service through a coordinated effort to develop, maintain & operate non-motorized trail use opportunities in the Zuni Mountains.

In Consideration of the above premises, the parties agree as follows:

III. CIBOLA COUNTY SHALL:

A. LEGAL AUTHORITY. Cibola County shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

B. Work with the US Forest Service to implement the ZTMP and Zuni Mountains Trail & Conservation Master Plan (Master Plan) and implement improvements, maintenance, and operation of the Zuni Mountain Trail system utilizing the RTP funds;

C. Coordinate, discuss, and obtain approval from the U.S. Forest Service prior to starting each task of the project.

D. GRANT MANAGEMENT. Provide all grant management needed to comply with all appropriate NMDOT and FHWA requirements, laws, and regulations.

IV. THE U.S. FOREST SERVICE SHALL:

A. APPROVAL AUTHORITY. As the land owner, the U.S. Forest Services reserves the right and final approval authority on all actions including location of trail and trailhead, designs of both facilities, and final as-built construction decisions.

B. Coordinate of the implementation of the ZMTP and the Master Plan and associated improvements, maintenance, and operation with Cibola County.

C. Ensure completion of each task in compliance with the U.S. Forest Service standards and guidelines.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact (Cibola County)
Name: Judy Horacek, Special Projects Coordinator Address: 700 E. Roosevelt Avenue City, State, Zip: Grants, NM 87020 Telephone: (505) 287-9431 Email: jhoracek@co.cibola.nm.us	Name: Kate Fletcher, Manager Address: 700 E. Roosevelt Avenue City, State, Zip: Grants, NM 87020 Telephone: (505) 287-9431 Email: kate.fletcher@co.cibola.nm.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Alvin Whitehair, District Ranger Address: 1800 Lobo Canon Road City, State, Zip: Grants, NM 87020 Telephone: (505) 287-8833 Email: awhitehair@fs.fed.us	Name: Karen Dyckes y Montaño Address: 2113 Osuna Road NE City, State, Zip: Albuquerque, NM 87113 Telephone: (505) 346-3809 Email: kdyckesymontano@fs.fed.us

B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cibola County are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the AGREEMENT.

To Cibola County, at Cibola County's address shown in the agreement or such other address designated within the AGREEMENT.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Cibola County from participating in similar activities with other public or private agencies, organizations, and individuals.

D. ENDORSEMENT. Any of Cibola County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Cibola County's products or activities.

E. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

F. ELIGIBLE WORKERS. Cibola County ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Cibola County shall comply with regulations regarding certification and retention of the completed forms. These reequipments also apply to any contract awarded under this agreement.

G. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). Cibola County shall maintain current information in the System for Award Management (SAM). This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purpose of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM internet site at www.sam.gov.

M. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET CENTER at (202) 720-2600 (voice and

TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, DC 20250-9410 or call (202) 720-5964 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

H. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the agreement.

Within a maximum of 90 days following the date of expiration or notice of termination of this agreement, all reports required by the terms of the agreement must be submitted to the U.S. Forest Service by Cibola County.

I. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS

The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.

- Reason(s) for delay if established goals were not met.

- Additional pertinent information.

Cibola County shall submit quarterly performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period.

J. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. Cibola County shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Cibola County shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period must las as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

K. FREEDOM OF INFORMATION ACT (FOIA). Public access to the agreement or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36. Public access to culturally sensitive data and information of Federally recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

L. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately-owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

N. OFFSETS, CLAIMS, AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested or afforested lands, according to applicable Federal statute, regulation, and forest plans.

O. RMEDIES FOR COMPLIANCE RELATED ISSUES. If Cibola County materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may wholly or partly suspend or terminate the current agreement.

P. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, whole or part, as follows:

1. When the U.S. Forest Service and Cibola County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

2. By 30 days written notification by Cibola county to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement does not accomplish the

purpose for which the award/agreement was made, the U.S. Forest Service may terminate the award 30 days written notice in its entirety.

Q. ALERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

R. DEBARMENT AND SUSPENSION. Cibola County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Cibola County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

S. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

T. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through December 31, 2022 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

VI. APPROVAL.

AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

ROBERT ARMIJO, Chairperson — Date
Board of County Commissioners of Cibola County

STEVE HATTENBACH, Forest Supervisor — Date
U.S. Forest Service, Cibola National Forest and Grasslands

The authority and format of this agreement have been reviewed and approved for signature.

KAREN DYCKES Y MONTANO — Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

NEW ITEMS

11I.

Resolution 18-55 FY19 Budget Adjustment No.1

Cibola County Commission
Robert J. Armijo, Chairman
Daniel J. Torrez, 1st Vice-Chair
Jack P. Moleres, 2nd Vice-Chair
Robert S. 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

Resolution No. 18-55

Fiscal Year 2019
BUDGET ADJUSTMENT No. 1

WHEREAS, the Board of County Commissioners of the County of Cibola is the duly constituted governing body of the County and serves *ex officio* as the County Board of Finance with authority for establishing, monitoring, and adjusting the County's budget; and

WHEREAS, budget adjustments are required to establish correct beginning cash balances; allow for new transfers; to allow for budget increases and decreases to revenues and expenditures to offset any unanticipated revenues and/or expenditures; and to correct amounts when required; and

WHEREAS, the budget adjustments and the associated line items with amounts stated on the **attached**, ***Schedule of Budget Adjustments*** is essential.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS of the COUNTY OF CIBOLA, STATE OF NEW MEXICO, *ex officio* COUNTY BOARD OF FINANCE that the adjustments included in this document are deemed necessary to the operations of the County for the 2019 fiscal year ending June 30, 2019.

PASSED, APPROVED and ADOPTED by the governing body at its regular meeting on the 27th day of September 2018.

THE BOARD OF COUNTY COMMISSIONERS:

Robert J. Armijo, Chairman

Daniel J. Torrez, 1st Vice-Chair

Jack P. Moleres, 2nd Vice-Chair

Robert S. Windhorst, Commissioner

Martha Garcia, Commissioner

ATTEST:

Michelle E Dominguez, County Clerk

Department of Finance and Administration
Local Government Division
Financial Management Bureau
SCHEDULE OF BUDGET ADJUSTMENTS

REVISED 12/08/06

For Local Government Division use only:

ENTITY NAME: Cibola County
FISCAL YEAR: FY 2018-19
DFA Resolution Number: 18-55

(A) ENTITY RESOULUTION NUMBER	(B) DFA / COUNTY FUND	(C) REVENUE EXPENDITURE TRANSFER (TO or FROM)	(D) APPROVED BUDGET	(E) ADJUSTMENT	(F) ADJUSTED BUDGET	(G) PURPOSE
18-55	101 / 401	Transfer From	$250	($83)	$167	401-002-413-00009 Office Equip & Supplies
18-55	101 / 401	Transfer To	$10	$100	$110	401-002-413-00006 Postage
18-55	207 / 435	Transfer From	$26,000	($12,000)	$14,000	435-070-435-00067 Prop & Liab Ins.
18-55	207 / 435	Transfer To	$0	$12,000	$12,000	435-070-435-00005 Overtime Salaries
18-55	207 / 435	Transfer From	$5,000	($106)	$4,894	435-070-435-00793 E911 System Equip & Maint.
18-55	207 / 435	Transfer To	$0	$106	$106	435-070-435-00016 Cable TV
18-55	101 / 401	Transfer From	$150,446	($10,000)	$140,446	401-004-406-00002 Full time Salaries
18-55	101 / 401	Transfer To	$0	$10,000	$10,000	401-004-406-00124 Contractual Services
18-55	101 / 401	Transfer From	$17,000	($5,486)	$11,514	401-004-415-00012 Equip maint. & repair
18-55	101 / 401	Transfer To	$4,000	$5,486	$9,486	401-004-415-00009 Office Equip & Maint.
18-55	101 / 401	Transfer From	$37,887	($7,887)	$30,000	401-24-360-38100 Miscellaneous
18-55	101 / 401	Transfer To	$11,050	$7,887	$18,937	401-24-330-26200 Reimbursements
18-55	101 / 401	Transfer From	$90,000	($14,030)	$75,970	401-0005-408-00072 Law Enf. Liab. Ins.
18-55	101 / 401	Transfer To	$0	$14,030	$14,030	401-004-402-00100 Code Red Mass Notification
18-55	223 / 439	Revenue	$0	$6,400	$6,400	439-62-300-20000 Assessment Fees
18-55	223 / 439	Revenue	$0	$19,200	$19,200	439-62-300-80300 DWI Probation Fees
18-55	223 / 439	Revenue	$0	$18,200	$18,200	439-62-300-80400 UA Fees
18-55	101 / 401	Transfer From	$357,501	($750)	$356,751	401-004-402-00002 Full time salaries
18-55	101 / 401	Transfer To	$0	$750	$750	401-004-402-00005 Overtime salaries
					$0	
					$0	
					$0	
					$0	
					$0	
					$0	
					$0	
					$0	
					$0	
					$0	
					$0	
					$0	
					$0	

ATTEST: _____
Title (Date)

Mayor/Board Chairman (Date)