



City of Rio Communities Council Workshop
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Monday, May 23, 2022 2:00 PM
Agenda

Please silence all electronic devices.

ATTENTION: We encourage you to participate in the City Council Regular Business Meeting from the comfort and safety of your own home by entering the following link:

@ <https://www.facebook.com/riocommunities>

Call to Order
Attendees

Agenda Items

- [1.](#) **Accounts payable report** (Finance Officer)
- [2.](#) **Personnel Policy Draft review** (City Attorney)
- [3.](#) **Resolution 2022 - XX NMDOT FTP Grant** (Manager/Council)
- [4.](#) **Resolution 2022 - XX Dangerous property** (Manager/Fire Chief/Council)
- [5.](#) **Resolution 2022 - XX Dangerous property** (Manager/Fire Chief/Council)
- [6.](#) **Library Policy** (Manager)
- [7.](#) **PGV Proposal of contingency services** (Manager/ED Consultant)
- [8.](#) **MOA Rio Communities Sheriff** (Manager/Council)

Public Comment: The Council will take public comments in written format. These should be emailed to admin@riocommunities.net through 2:00 PM on Monday, May 23, 2022. These comments will be distributed to all Councilors for review. ***If you wish to speak during the public comment session***, the Council will allow each member of the public to three (3) minutes to address the Council. Both the public and Council will follow rules of decorum. Give your name and where you live. The public will direct comments to the City Council. Comment(s) will not be disruptive or derogatory.

The Council will not take action or engage in discussion regarding the comments made, but when appropriate the matters raised may be referred to staff or others for further review. Both the public and Council will follow rules of decorum. Derogatory Comments or matters under litigation will not be allowed and any person or persons addressing the Council are liable for their own statements, not the Council. Statements are limited to a maximum of 3 minutes duration. Please give your name and where you live for the record.

Manager Report

9.
 - a) **Fire Fuels Mitigation** (Fire Department)
 - b) **Incident Management Plan** (Fire Department)
 - c) **Planning for Grand Opening of the Library & Maker Space** (Amy)
 - d) **Summer Youth Programs** (Amy)
 - e) **Task force updates**
 - f) **Road Repairs**
 - g) **Rescue Plan Act project planning**

Council General Discussion & Future Agenda Items

Adjourn

Thank you - Joshua Ramsell - Mayor of Rio Communities

Council may be attending the Soft opening of the New Rio Communities Public Library May 21 1:00 pm – 3:00 pm in Rio Communities NM, the VSWCD a day of envisioning May 21, 10 am - 2 pm at the Rio Abajo Conservation Area, the VALEO Meeting held in Belen NM at Eagle Park @ Veterans Memorial Center on May 24 starting 6:00 pm, the Public Taskforce meeting held virtual in Rio Communities NM on May 31 and Economic Development Priorities Meeting held virtual in Rio Communities NM on June 1 starting 6:00 pm, the the starting 6:00 pm, a possible quorum may be in attendance.

NOTE: THIS AGENDA IS SUBJECT TO REVISION UP TO 72 HOURS PRIOR TO THE SCHEDULED MEETING DATE AND TIME (NMSA 10-15-1 F). A COPY OF THE AGENDA MAY BE PICKED UP AT CITY HALL, 360 RIO COMMUNITIES BLVD, RIO COMMUNITIES, NM 87002. 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 AND OR SERVICE TO ATTEND OR PARTICIPATE IN THE MEETING, PLEASE CONTACT THE MUNICIPAL CLERK AT 505-861-6803 AT LEAST ONE WEEK PRIOR TO THE MEETING OR AS SOON AS POSSIBLE.



Rio Communities, NM

Accounts Payable Approval Report Item 1. By Fund

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|--|----------------|------------|--------------------------------------|------------------|------------------|
| Fund: 11000 - General Operating Fund | | | | | |
| Department: 0001 - No Department | | | | | |
| GSD - Administrative Services D... | INV0003102 | 04/01/2022 | DENTAL | 11000-0001-22055 | 284.39 |
| GSD - Administrative Services D... | INV0003103 | 04/01/2022 | DISABILITY | 11000-0001-22075 | 14.82 |
| Globe Life & Accident Insurance... | INV0003104 | 04/01/2022 | GLOBE LIFE INSURANCE | 11000-0001-22080 | 110.00 |
| GSD - Administrative Services D... | INV0003105 | 04/01/2022 | HEALTH | 11000-0001-22050 | 4,405.79 |
| GSD - Administrative Services D... | INV0003106 | 04/01/2022 | VISION | 11000-0001-22060 | 49.48 |
| GSD - Administrative Services D... | INV0003147 | 04/15/2022 | ADMIN FEE | 11000-0001-22050 | 9.59 |
| GSD - Administrative Services D... | INV0003148 | 04/15/2022 | DENTAL | 11000-0001-22055 | 284.39 |
| GSD - Administrative Services D... | INV0003149 | 04/15/2022 | DISABILITY | 11000-0001-22075 | 14.82 |
| Globe Life & Accident Insurance... | INV0003150 | 04/15/2022 | GLOBE LIFE INSURANCE | 11000-0001-22080 | 110.00 |
| GSD - Administrative Services D... | INV0003151 | 04/15/2022 | HEALTH | 11000-0001-22050 | 4,405.79 |
| GSD - Administrative Services D... | INV0003152 | 04/15/2022 | BASIC LIFE | 11000-0001-22070 | 35.36 |
| GSD - Administrative Services D... | INV0003153 | 04/15/2022 | VISION | 11000-0001-22060 | 49.48 |
| Department 0001 - No Department Total: | | | | | 9,773.91 |
| Department: 1001 - Governing Body | | | | | |
| Card Service Center | INV0003246 | 05/19/2022 | Hotel for Councilor Gordon 4/6... | 11000-1001-53010 | 339.60 |
| Card Service Center | INV0003248 | 05/19/2022 | Hotel for Councilor Apodaca 4/... | 11000-1001-53010 | 339.60 |
| Department 1001 - Governing Body Total: | | | | | 679.20 |
| Department: 2001 - Manager | | | | | |
| Card Service Center | INV0003249 | 05/19/2022 | Supplies | 11000-2001-56010 | 28.84 |
| Card Service Center | INV0003249 | 05/19/2022 | Pedestal for desk | 11000-2001-56040 | 178.99 |
| Department 2001 - Manager Total: | | | | | 207.83 |
| Department: 2002 - General Administration | | | | | |
| Robles, Rael, & Anaya | 11846 | 05/16/2022 | February 2022 Attorney Fees | 11000-2002-55020 | 1,833.88 |
| Robles, Rael, & Anaya | 11847 | 05/16/2022 | February 2022 Litigation Fees | 11000-2002-55020 | 715.21 |
| Robles, Rael, & Anaya | 11902 | 05/16/2022 | March 2022 Attorney Fees | 11000-2002-55020 | 1,833.88 |
| Robles, Rael, & Anaya | 11903 | 05/16/2022 | March 2022 Litigation Fees | 11000-2002-55020 | 1,537.22 |
| Robles, Rael, & Anaya | 12139 | 05/16/2022 | April 2022 Attorney Fees | 11000-2002-55020 | 1,833.88 |
| Sharp Electronics Corporation | 13295923 | 05/16/2022 | Dell 8TB 7200 RPM SATA 6Gbps... | 11000-2002-56040 | 2,300.00 |
| Sharp Electronics Corporation | 13295924 | 05/16/2022 | Server Upgrade Installation | 11000-2002-56040 | 660.00 |
| Amazon Business | 1KW6-3KFC-63XX | 05/16/2022 | 20 ft usb extension cable - Coun... | 11000-2002-56020 | 17.99 |
| Amazon Business | 1KW6-3KFC-63XX | 05/16/2022 | 2 pack trashcans - conference r... | 11000-2002-56020 | 16.95 |
| Amazon Business | 1KW6-3KFC-63XX | 05/16/2022 | 3 pack wastebaskets - council c... | 11000-2002-56020 | 39.99 |
| Sharp Electronics Corporation | 9003793517 | 05/16/2022 | Copies for City Hall | 11000-2002-57090 | 260.43 |
| Amazon Business | 1KN6-CRTH-G6CH | 05/17/2022 | pack and roll service cart | 11000-2002-56020 | 196.19 |
| Amazon Business | 1W99-6R76-XTFQ | 05/17/2022 | Adjustable key cabinet lock box | 11000-2002-56020 | 194.99 |
| Amazon Business | 1W99-6R76-XTFQ | 05/17/2022 | lysol disinfectant spray | 11000-2002-56020 | 73.00 |
| Amazon Business | 1W99-6R76-XTFQ | 05/17/2022 | large digital wall clock | 11000-2002-56020 | 44.99 |
| Amazon Business | 1W99-6R76-XTFQ | 05/17/2022 | Lysol Disinfectant wipes | 11000-2002-56020 | 29.91 |
| Amazon Business | 1W99-6R76-XTFQ | 05/17/2022 | stainless steel kitchen work table | 11000-2002-56020 | 141.99 |
| Rentokil North America Inc. | 23116442 | 05/17/2022 | Pest Control | 11000-2002-55030 | 163.61 |
| Home Depot | 6829454292 | 05/17/2022 | Items for City Hall | 11000-2002-54010 | 221.69 |
| Home Depot | 683526370 | 05/17/2022 | Items for City Hall | 11000-2002-54010 | 172.09 |
| Wells Fargo Financial Leasing | INV0003244 | 05/17/2022 | Dell Server Lease | 11000-2002-57130 | 2,497.73 |
| Tyler Technologies | 025-380170 | 05/18/2022 | Yearly Maint Fee - Permitting, Li... | 11000-2002-56010 | 12,538.55 |
| Card Service Center | INV0003249 | 05/19/2022 | Microsoft 365/Email Renewal | 11000-2002-56010 | 151.13 |
| Card Service Center | INV0003249 | 05/19/2022 | Email Security | 11000-2002-56010 | 168.38 |
| Card Service Center | INV0003249 | 05/19/2022 | Supplies | 11000-2002-56999 | 12.00 |
| Card Service Center | INV0003249 | 05/19/2022 | USPS Pre Paid Mail/Express Pay | 11000-2002-57080 | 26.95 |
| Department 2002 - General Administration Total: | | | | | 27,682.63 |
| Department: 2004 - Finance/Budget/Accounting | | | | | |
| Amazon Business | 1739-43HC-6CWY | 05/17/2022 | HP Printer - Finance Departmetn | 11000-2004-56020 | 159.99 |

Accounts Payable Approval Report

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|--|------------------|------------|-------------------------------------|------------------|------------------|
| Card Service Center | INV0003245 | 05/19/2022 | Hotel for Angela & Renee 04/20... | 11000-2004-53030 | 307.06 |
| Department 2004 - Finance/Budget/Accounting Total: | | | | | 467.05 |
| Department: 2008 - Municipal Clerk | | | | | |
| Amazon Business | 1KW6-3KFC-63XX | 05/16/2022 | phone holder - Deputy Clerk | 11000-2008-56020 | 8.69 |
| Amazon Business | 1KW6-3KFC-63XX | 05/16/2022 | phone holder - Chey | 11000-2008-56020 | 8.69 |
| Amazon Business | 1KW6-3KFC-63XX | 05/16/2022 | paper clips - clerks office | 11000-2008-56020 | 13.60 |
| Amazon Business | 1KW6-3KFC-63XX | 05/16/2022 | monitor stand riser - Chey | 11000-2008-56020 | 24.59 |
| Amazon Business | 1KW6-3KFC-63XX | 05/16/2022 | desk organizer phone stand - D... | 11000-2008-56020 | 29.97 |
| Amazon Business | 1KW6-3KFC-63XX | 05/16/2022 | Desk Organizer phone stand - Li... | 11000-2008-56020 | 29.97 |
| Amazon Business | 1T6W-WRW9-DCR7 | 05/16/2022 | mini retractable utility knife | 11000-2008-56020 | 6.99 |
| Amazon Business | 1T6W-WRW9-DCR7 | 05/16/2022 | lined sticky notes | 11000-2008-56020 | 7.36 |
| Amazon Business | 1T6W-WRW9-DCR7 | 05/16/2022 | assorted medium paper clips | 11000-2008-56020 | 9.89 |
| Amazon Business | 1T6W-WRW9-DCR7 | 05/16/2022 | mini legal pads | 11000-2008-56020 | 13.43 |
| Amazon Business | 1T6W-WRW9-DCR7 | 05/16/2022 | date stamp w/received - assista... | 11000-2008-56020 | 23.95 |
| Amazon Business | 1T6W-WRW9-DCR7 | 05/16/2022 | Scotch tape refills x 2 | 11000-2008-56020 | 24.04 |
| Amazon Business | 1T6W-WRW9-DCR7 | 05/16/2022 | Office Chair - Municipal Clerk | 11000-2008-56040 | 149.99 |
| Albuquerque Publishing Co. | I0001542830-0407 | 05/16/2022 | ad for deputy clerk in the news ... | 11000-2008-57090 | 86.62 |
| Card Service Center | INV0003247 | 05/19/2022 | Hotel for Elizabeth Adair 4/19/... | 11000-2008-53030 | 509.40 |
| Card Service Center | INV0003249 | 05/19/2022 | Supplies | 11000-2008-56020 | 14.00 |
| Card Service Center | INV0003249 | 05/19/2022 | Postage Business Licenses | 11000-2008-57080 | 5.04 |
| Department 2008 - Municipal Clerk Total: | | | | | 966.22 |
| Department: 2014 - Economic Development | | | | | |
| Palmetto LLC | 5 | 05/16/2022 | Economic Development Services | 11000-2014-55030 | 1,543.50 |
| Card Service Center | INV0003249 | 05/19/2022 | EDC Website Domain | 11000-2014-56010 | 19.99 |
| Department 2014 - Economic Development Total: | | | | | 1,563.49 |
| Department: 5101 - Public Works | | | | | |
| Quest Diagnostics | INV0003224 | 05/05/2022 | Emma Sanchez drug test | 11000-5101-55999 | 30.25 |
| Quest Diagnostics | INV0003224 | 05/05/2022 | Martin Abetita drug testing | 11000-5101-55999 | 30.25 |
| Woodlands Hardware | 0083881 | 05/16/2022 | Balnket PO-Supplies | 11000-5101-54060 | 13.85 |
| Woodlands Hardware | 0083931 | 05/16/2022 | Balnket PO-Supplies | 11000-5101-54060 | 23.77 |
| Woodlands Hardware | 0084661 | 05/16/2022 | Balnket PO-Supplies | 11000-5101-54060 | 3.92 |
| Home Depot | 683505531 | 05/16/2022 | Skid Steer Rental - Street Clean... | 11000-5101-57130 | 300.00 |
| Airgas USA LLC. | 9125385229 | 05/16/2022 | Welder Machine and accessories | 11000-5101-58999 | 1,283.89 |
| Home Depot | 682740493 | 05/17/2022 | Items for Public Works | 11000-5101-56030 | 813.69 |
| Home Depot | 683802755 | 05/17/2022 | Skid Steer Rental - Street Clean... | 11000-5101-57130 | 123.67 |
| Card Service Center | INV0003250 | 05/19/2022 | Diesel fuel for equipment rental | 11000-5101-56120 | 42.42 |
| Department 5101 - Public Works Total: | | | | | 2,665.71 |
| Department: 5104 - Highways and Streets | | | | | |
| Paul W. Gallegos | 227363 | 05/16/2022 | Blanket PO Backhoe work | 11000-5104-55999 | 1,650.00 |
| Department 5104 - Highways and Streets Total: | | | | | 1,650.00 |
| Fund 11000 - General Operating Fund Total: | | | | | 45,656.04 |
| Fund: 20200 - Environmental | | | | | |
| Department: 5009 - Environmental | | | | | |
| Universal Waste Systems, Inc. | 0001509780 | 05/17/2022 | Dumpster Service - Clean-Up Da... | 20200-5009-55999 | 363.80 |
| Department 5009 - Environmental Total: | | | | | 363.80 |
| Fund 20200 - Environmental Total: | | | | | 363.80 |
| Fund: 20600 - Emergency Medical Services | | | | | |
| Department: 3003 - Emergency Services/Ambulance | | | | | |
| Boundtree Medical | 84529815 | 05/18/2022 | new AEDs for fire units | 20600-3003-56070 | 347.28 |
| Department 3003 - Emergency Services/Ambulance Total: | | | | | 347.28 |
| Fund 20600 - Emergency Medical Services Total: | | | | | 347.28 |
| Fund: 20900 - Fire Protection | | | | | |
| Department: 3002 - Fire Protection | | | | | |
| ABC Door Company | 10221300 | 05/16/2022 | Glass for Bay door | 20900-3002-53030 | 225.32 |
| Able & Willies One Stop Shop, L... | 1197 | 05/16/2022 | 70 shirts | 20900-3002-56110 | 1,555.00 |
| Code 3 Service | INV0003239 | 05/16/2022 | 4--EF Johnson/Kenwood VP-60 ... | 20900-3002-58020 | 11,482.60 |
| Code 3 Service | INV0003240 | 05/16/2022 | 6-Kenwood Viking 5000 | 20900-3002-58020 | 11,359.08 |

Accounts Payable Approval Report

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|-----------------------------|----------------|------------|------------------------------------|------------------|----------|
| Comcast Business | INV0003241 | 05/16/2022 | Telecommunications | 20900-3002-57160 | 259.75 |
| LN Curtis | INV591099 | 05/16/2022 | x6 Bunker Gear | 20900-3002-58020 | 1,407.00 |
| Ray's Fire Extinguishers | 12717 | 05/17/2022 | Fire Extinguisher, ABC replacem... | 20900-3002-56030 | 342.40 |
| Rentokil North America Inc. | 23116627 | 05/17/2022 | Pest Control | 20900-3002-55030 | 130.51 |
| Rentokil North America Inc. | 23116804 | 05/17/2022 | Pest Control | 20900-3002-55030 | 129.22 |
| Home Depot | 682953732 | 05/17/2022 | Fire Admin Office Upgrade | 20900-3002-54010 | 49.97 |
| LN Curtis | inv594446 | 05/18/2022 | x6 Bunker Gear | 20900-3002-58020 | 1,132.00 |
| Card Service Center | INV0003249 | 05/19/2022 | Septic Pumping Fire Dept | 20900-3002-54020 | 812.34 |

Department 3002 - Fire Protection Total: 28,885.19

Fund 20900 - Fire Protection Total: 28,885.19

Fund: 29700 - County EMS GRT

Department: 2002 - General Administration

| | | | | | |
|---------------------|------------|------------|--------------|------------------|-------|
| Boundtree Medical | 84523387 | 05/16/2022 | EMS Suuplies | 29700-2002-56070 | 15.29 |
| Boundtree Medical | 84527810 | 05/18/2022 | EMS Suuplies | 29700-2002-56070 | 8.19 |
| Card Service Center | INV0003249 | 05/19/2022 | Antifreeze | 29700-2002-56121 | 14.07 |

Department 2002 - General Administration Total: 37.55

Fund 29700 - County EMS GRT Total: 37.55

Fund: 30300 - State Legislative Appropriation Project

Department: 2002 - General Administration

| | | | | | |
|-------------------------------|----------|------------|------------------|------------------|----------|
| Sharp Electronics Corporation | 13280197 | 05/17/2022 | Printer | 30300-2002-58020 | 1,364.00 |
| Sharp Electronics Corporation | 13280197 | 05/17/2022 | Computer/Monitor | 30300-2002-58020 | 216.00 |
| Sharp Electronics Corporation | 13280197 | 05/17/2022 | Smartboard | 30300-2002-58020 | 5,456.00 |

Department 2002 - General Administration Total: 7,036.00

Fund 30300 - State Legislative Appropriation Project Total: 7,036.00

Fund: 39900 - Other Capital Projects

Department: 2002 - General Administration

| | | | | | |
|------------------------|----------------|------------|---------------------------------|------------------|----------|
| Carpet Warehouse, Inc. | 009895 | 05/16/2022 | Flooring for Makerspace | 39900-2002-58010 | 8,772.00 |
| Amazon Business | 1T6W-WRW9-DCR7 | 05/16/2022 | HP all in one desktop - Deputy | 39900-2002-56040 | 791.01 |
| Amazon Business | 1T6W-WRW9-DCR7 | 05/16/2022 | Coolby Windows 10 pro laptop -. | 39900-2002-56040 | 348.00 |
| Amazon Business | 1T6W-WRW9-DCR7 | 05/16/2022 | ASUS monitor - Deputy | 39900-2002-56040 | 204.99 |
| Amazon Business | 1T6W-WRW9-DCR7 | 05/16/2022 | Office Chair - deputy | 39900-2002-56040 | 149.99 |

Department 2002 - General Administration Total: 10,265.99

Fund 39900 - Other Capital Projects Total: 10,265.99

Grand Total: 92,591.85

Report Summary

Fund Summary

| Fund | Expense Amount |
|---|------------------|
| 11000 - General Operating Fund | 45,656.04 |
| 20200 - Environmental | 363.80 |
| 20600 - Emergency Medical Services | 347.28 |
| 20900 - Fire Protection | 28,885.19 |
| 29700 - County EMS GRT | 37.55 |
| 30300 - State Legislative Appropriation Project | 7,036.00 |
| 39900 - Other Capital Projects | 10,265.99 |
| Grand Total: | 92,591.85 |

Account Summary

| Account Number | Account Name | Expense Amount |
|------------------|-------------------------------|----------------|
| 11000-0001-22050 | Healthcare Insurance Pay... | 8,821.17 |
| 11000-0001-22055 | Dental Insurance Payable | 568.78 |
| 11000-0001-22060 | Vision Insurance Payable | 98.96 |
| 11000-0001-22070 | Life Insurance Payable | 35.36 |
| 11000-0001-22075 | Disability Payable | 29.64 |
| 11000-0001-22080 | Miscellaneous Employee ... | 220.00 |
| 11000-1001-53010 | Travel - Elected Officials | 679.20 |
| 11000-2001-56010 | Software | 28.84 |
| 11000-2001-56040 | Supplies-Furniture/Fixture... | 178.99 |
| 11000-2002-54010 | Maintenance & Repairs - ... | 393.78 |
| 11000-2002-55020 | Contract - Attorney Fees | 7,754.07 |
| 11000-2002-55030 | Contract - Professional Se... | 163.61 |
| 11000-2002-56010 | Software | 12,858.06 |
| 11000-2002-56020 | Supplies - General Office | 756.00 |
| 11000-2002-56040 | Supplies-Furniture/Fixture... | 2,960.00 |
| 11000-2002-56999 | Supplies - Other | 12.00 |
| 11000-2002-57080 | Postage | 26.95 |
| 11000-2002-57090 | Printing/Publishing/Advert.. | 260.43 |
| 11000-2002-57130 | Rent of Equipment/Machi... | 2,497.73 |
| 11000-2004-53030 | Travel - Employees | 307.06 |
| 11000-2004-56020 | Supplies - General Office | 159.99 |
| 11000-2008-53030 | Travel - Employees | 509.40 |
| 11000-2008-56020 | Supplies - General Office | 215.17 |
| 11000-2008-56040 | Supplies-Furniture/Fixture... | 149.99 |
| 11000-2008-57080 | Postage | 5.04 |
| 11000-2008-57090 | Printing/Publishing/Advert.. | 86.62 |
| 11000-2014-55030 | Contract - Professional Se... | 1,543.50 |
| 11000-2014-56010 | Software | 19.99 |
| 11000-5101-54060 | Maintenance Supplies | 41.54 |
| 11000-5101-55999 | Contract - Other Services | 60.50 |
| 11000-5101-56030 | Supplies - Field Supplies | 813.69 |
| 11000-5101-56120 | Supplies - Vehicle Fuel | 42.42 |
| 11000-5101-57130 | Rent of Equipment/Machi... | 423.67 |
| 11000-5101-58999 | Other Capital Purchases | 1,283.89 |
| 11000-5104-55999 | Contract - Other Services | 1,650.00 |
| 20200-5009-55999 | Contract - Other Services | 363.80 |
| 20600-3003-56070 | Supplies - Medical | 347.28 |
| 20900-3002-53030 | Travel - Employees | 225.32 |
| 20900-3002-54010 | Maintenance & Repairs - ... | 49.97 |
| 20900-3002-54020 | Maintenance & Repairs - ... | 812.34 |
| 20900-3002-55030 | Contract - Professional Se... | 259.73 |
| 20900-3002-56030 | Supplies - Field Supplies | 342.40 |
| 20900-3002-56110 | Supplies - Uniforms/Linen | 1,555.00 |
| 20900-3002-57160 | Telecommunications | 259.75 |
| 20900-3002-58020 | Equipment & Machinery | 25,380.68 |
| 29700-2002-56070 | Supplies - Medical | 23.48 |

Account Summary

| Account Number | Account Name | Expense Amount |
|-----------------------|-------------------------------|-----------------------|
| 29700-2002-56121 | Supplies - Vehicle Lubrica... | 14.07 |
| 30300-2002-58020 | Equipment & Machinery | 7,036.00 |
| 39900-2002-56040 | Supplies-Furniture/Fixture... | 1,493.99 |
| 39900-2002-58010 | Buildings & Structures | 8,772.00 |
| | Grand Total: | 92,591.85 |

Project Account Summary

| Project Account Key | Expense Amount | |
|----------------------------|-----------------------|------------------|
| **None** | 92,591.85 | |
| | Grand Total: | 92,591.85 |

Authorization Signatures

MAYOR & COUNCILORS

JOSHUA RAMSELL, MAYOR

MARGARET "PEGGY" GUTJAHR, MAYOR PRO-TEM

LAWRENCE GORDON, COUNCILOR

ARTHUR APODACA, COUNCILOR

JIM WINTERS, COUNCILOR

ATTEST:

ELIZABETH "LISA" ADAIR, MUNICIPAL CLERK



City of Rio Communities Personnel Policy Manual

Adopted XX/XX/2022

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Section I: Purpose

The purpose of this Personnel Policy Manual is to establish policies and procedures in order to ensure, insofar as possible, uniform treatment and administration of personnel employed by the City of Rio Communities. This manual not only outlines the policies applicable to the various phases of employment, but it also indicates how policy is to be administered. These policies also aid in achieving fair and equitable interpretations of policy which require personnel action on a regular recurring basis. Moreover, it is our intent that all employees have a deeper understanding of their role in the organization.

The City of Rio Communities is committed to providing equal opportunities for all persons making application for employment and for equity in treatment and advancement opportunities for our employees. The importance of each employee's contribution cannot be overstated. It is the City's goal to provide residents with the finest and most efficient service possible.

Section II: Scope and Pronouns

- A. Scope.** The policies outlined in this manual should be regarded as guidelines only, which may be amended from time to time. This manual shall not be amended by any future departmental procedures, directives, general orders and/or oral representations in order to provide uniform policies for all City employees. Only the City of Rio Communities Governing Body has the right to add to, delete from, or modify this manual at any time, in its sole discretion.
- B. Pronouns.** The City of Rio Communities recognizes and respects that name and gender identity are central to most individuals' sense of self and well-being. For purposes of this manual, the use of the pronouns he/him/his are used only for simplicity and brevity and shall be deemed to refer to the masculine, feminine, neutral, singular or plural as the identity of the person or persons referred to may require.

Section III: Applicability

All positions in the service of the City of Rio Communities are covered under the provisions of this manual and the rules proclaimed under this chapter, except as follows:

- A. Elected officials or those appointed to fill vacancies in elected offices;
- B. Members of the City boards and commissions who are not employees;
- C. Appointed municipal officials and their deputies, including but not limited to, the City Manager, Finance Officer/Treasurer, Municipal Clerk, Police Chief, Fire Chief, City Attorney and other Department Heads;
- D. Independent contractors;
- E. Temporary employees and employees working less than twenty hours per week; and
- F. Professional consultants.

Section IV: Recruitment and Hiring

A. Purpose and Policy. It shall be the policy of the City to recruit, select and promote employees on the basis of knowledge, skills and abilities regarding their jobs, regardless of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, pregnancy, political affiliation, physical or mental handicap, or any other legally protected status.

B. Procedures

1. When a position becomes vacant or whenever a new position is to be created, the City Manager or designee will post the vacancy internally for a minimum of 5 work days. The notice of vacancy will be posted in the City Offices and e-mailed to all employees.
2. If there are no qualified internal applicants, the City Manager or designee will post the vacancy externally. The external notice of vacancy shall be distributed and posted in the City Offices, on the City website and on other bulletin boards in local centers and community buildings. This form shall be posted for a minimum period of five working days before filling the vacancy or new position. If appropriate, advertisement of a job vacancy may be made in employment agencies, trade journals or the appropriate news media. Casual labor can temporarily fill any vacancy.

C. Application

1. Application Procedure. Each applicant for employment with the City shall obtain the required form and fill it out completely. Any false statement made on the application shall be grounds for rejection or automatic dismissal from employment.
2. Application Retention. Applications shall be accepted only for vacant positions.
3. General Requirements. Evidence of job performance and capability, experience, education, training, skills and other abilities shall be carefully considered in evaluating the qualifications of applicants.
4. Basic Qualifications. Basic qualifications and other criteria for employment shall be contained in the job description for each position. Qualifications and criteria for employment shall include minimum requirements for training, education, skills and experience relating particularly to that individual position.
5. Testing. Performance or other tests may be required by the City to ascertain competency for the position. Mastery of standards for operations may be required.
6. Interview. The Mayor and, at least, one other administrative or supervisory employee of the City will interview applicants to further determine qualifications for the position. The Mayor may decline to interview an applicant who does not meet the minimum qualifications for the job.

D. Non-Discrimination

1. The City is an equal opportunity employer.
 - a. The City does not discriminate on the basis of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, pregnancy, political affiliation, physical or mental handicap, or any other legally protected status; and
 - b. The City does not grant special favors to any employee or group of employees.
2. Individuals will be considered for appointment on the basis of bona-fide occupational qualifications only.

E. Basis for Final Selection. Approval of the final selection for a position will be made by the City Council upon recommendation of the Mayor, after consultation with the interview committee member(s), the City Manager and the supervisor, and will be based upon the following:

1. Qualification on skills and/or proficiency tests;
2. Education, backgrounds and experience;
3. Personal interview; and
4. Physical examination when required by the job description.
5. Other job related selection criteria.

F. Compensation. The Mayor's recommendation to the City Council will include the candidate's compensation which shall comport with a salary survey and the City's budget.

G. Ineligibility. Applicants will be considered ineligible for employment by the City for any of the following reasons:

1. Proof of fraud or intentional false statements in an application;
2. Failure to complete the testing requirements; or
3. Failure to appear for processing or for work after notice of appointment.

H. Employment of Relatives/Family Members (Nepotism)

1. Due to potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment, which can be carried into the daily working relationship, the City will hire or permit the transfer or promotion of relatives of current employees only if (1) candidates for employment, transfer or promotion will not be working directly for or supervising a relative; and (2) candidates for employment, transfer or promotion will not occupy a position in the same line of authority in which employees can initiate or participate in decisions involving a direct benefit to the relative.

2. For purposes of this policy a “family member” is defined as one of the following: spouse or significant other, parent/step parent, child/step child, grandparent, grandchild, sibling/sibling-in-law, uncle, aunt, nephew, niece, first cousin, in-laws (father, mother son, daughter).

Section V: Employment Categories and Probationary Periods

A. Employees shall be assigned under the following categories for the purpose of this section:

1. **Probationary.** A probationary employee is one who, for a given period of time, is being observed and evaluated to determine whether he is qualified for permanent employment with the City of Rio Communities. Probationary employees include all newly hired employees and/or employees promoted, transferred and/or reassigned to a new position. Probationary employees shall be subject to Section VI, herein below.
2. **Regular Full-Time.** Regular full-time employees are employees who have successfully completed their probationary period and who work regularly in excess of thirty-five hours per week.
3. **Regular Part-Time.** Regular part-time employees are employees who have completed their probationary period and who work less than thirty-five hours per week on a permanent basis.
4. **Temporary.** Temporary employees may be either full-time or part-time, depending on the nature of employment, but who are considered temporary employees if the work being performed has a specified duration, not to exceed six consecutive months, such as employment during peak periods, summer and students under vocational education programs.
6. **Limited-Term.** An employee whose employment term is for a continuous fixed period of time normally in excess of six (6) months and generally less than one (1) year and who works a basic work period. The employment term may only be extended upon the approval of the City Council. The term may be measured by the completion of a specific activity or funding, not necessarily by an ending date. Limited-term employees are not regular employees and do not have recourse to grievance procedures but may participate in employee benefit plans otherwise afforded regular employees. Limited-term positions must be reviewed annually in the budget process to determine future status.
7. **Casual.** A casual employee is an employee paid by the hour that may be called on short notice, on an emergency basis or on an occasional or irregular basis. A casual employee is terminable at will, is not entitled to grieve personnel actions, does not receive benefits and does not accrue leave.

B. Probationary Period Purpose. The purpose of the probationary period is to give supervisors time to assess whether the employee's skill, performance, reliability and attitude fit the requirements for the position.

C. Probationary Period Considerations and Procedures

1. The probationary period for all City employees shall begin on the date of employment and shall continue for 6 months with the exception of first responders (EMS, Fire, Law enforcement), whose probationary period shall continue for 12 months.
2. A probationary employee is an at-will employee and therefore may be terminated at any time during the probationary period by the Mayor, City Manager or Department Head with or without cause or notice. Council approval is not required to terminate a probationary employee.
3. A probationary employee who is dismissed during the probationary period is not eligible to utilize the City's appeal procedures.
4. All probationary and non-probationary employees will be eligible for fringe benefits such as retirement and health insurance. Sick leave shall accrue from date of employment.
5. The Department Head shall complete at least two (2) performance reviews for a probationary employee prior to the end of the probationary period. The completed performance reviews shall be submitted to the City Manager for review and approval.
6. In cases where the probationary employee's performance is marginal, neither clearly unsatisfactory nor clearly satisfactory, the probationary period may be extended for a period of up to one (1) year in three (3) month increments to allow further evaluation of the employee performance. If the probationary period is extended, the Department Head shall also place the probationary employee on a performance improvement plan (PIP) that is approved as to form by the City Manager. The probationary period will only be extended in exceptional circumstances. Generally, a probationary employee whose performance is still marginal by their second evaluation will be terminated.
7. Any time a decision is made to terminate a probationary employee; a notice of discharge shall be given in writing.

D. Promotional Probationary Period

1. An employee promoted to a higher level position or laterally transferred shall serve a six (6) month probationary period from the initial promotion or transfer date.
2. This probationary period shall be an integral part of the evaluation of the employee's performance in the new position. At the end of the probationary period, the employee shall be removed from probation unless certification is made by the Department Head to the City

Manager that the employee's performance is unacceptable. An employee on probation who is unable to perform satisfactorily in the new position will be returned to the original title, pay grade, and salary, or if this is not possible, to a position at the original pay grade and salary occupied before the promotion or transfer.

- E. Performance Reassignment Probationary Period.** An employee reassigned to an alternative position due to an inability to satisfactorily or fully perform the duties of a position to which the employee was hired, promoted, or transferred shall serve a one (1) year probationary period from the reassignment date.

Section VI: Job Classification and Pay Plan

- A. Job Classification Purpose.** All positions shall be grouped into classes and each class shall include those positions sufficiently similar in character, difficulty, and responsibility considering:

1. The similarity of the worked performed;
2. Comparable level of education, experience, knowledge, ability, and other qualifications may be required of incumbents;
3. Comparable tests of fitness may be required of incumbents;
4. The same general range of compensation will apply with equity under substantially the same employment conditions.

- B. Job Descriptions.** The City Manager or designee shall maintain and publish a complete set of descriptions for all job classes. Such descriptions shall include title, typical duties and/or task statements, minimum qualifications, and working conditions. Such descriptions shall be reviewed regularly, but not less than once every four (4) years to maintain their accuracy. The establishment of new or revised classes, or the abolishment of existing classes, shall be recommended by the City Manager to the Mayor, for approval by the City Council.

- C. Position Classification Studies.** The City Manager or designee shall make position-classification studies of individual positions whenever he deems it necessary, or whenever requested by the Mayor, City Council, Department Head, or supervisors.

- D. Pay Plan Purpose.** The City is working toward establishing a Pay Plan that will include the basic salary schedule adopted by the City Council, together with the assignment of job classes to ranges or rates in the plan as approved by the City Council.

- E. Pay Plan Provisions.** Once established, the Pay Plan is intended to provide equitable compensation for all job classes in relation to the pay for other job classes, general rates of pay

for similar employment, the financial condition of the City, and other factors. To this end, the City Manager shall regularly, but not less than biannually make comparative studies of all the factors affecting the level of pay and recommend such changes to the plan as may be justified. Such adjustments shall be made by increasing or decreasing the pay ranges provided in the basic pay schedule as approved by the City Council.

- F. Pay Ranges.** Pay ranges are intended to furnish administrative flexibility in recognizing job content differences among positions allocated to the same class, in providing employee incentive for growth and improved performance, and in rewarding employees for meritorious service.

Section VII: Performance Evaluation

- A. Purpose.** The purpose of the performance evaluation is to establish a program of performance appraisal that will encourage objective, systematic review and analysis of each City employee's performance.
- B. Basic Policy.** It shall be the responsibility of the supervisor to conduct performance evaluations. The City Manager will ensure that the performance of each employee is reviewed by the employee's supervisor at the end of each fiscal year. Failure to provide a performance evaluation shall be reported to the Mayor and the City Council. This evaluation shall become part of the employee's permanent personnel record.
- C. Performance Evaluation Procedures**
1. It shall be the responsibility of the City Manager or designee to see that the performance evaluation program is operated as required by this chapter.
 2. Supervisors shall conduct a performance evaluation of each employee as provided in this chapter. A complete performance evaluation form will be sent to the City Manager by each supervisor each year. The City Manager shall provide a status report of all City employees at the first council meeting in July of each year.
 3. Employees have the right to review their performance evaluation and review the contents of their personnel folder at any time. Employees must sign and may attach comments to the completed performance evaluation. Such signature shall not signify concurrence by the employee as to the contents of the evaluation, but only notice that the employee has read and been made aware of the evaluation's contents. If an employee refuses to sign the completed evaluation, the supervisor shall obtain a management witness to certify the employee has read and been made aware of the evaluation's contents.
 4. All performance evaluations shall be confidential and the contents shall not be disclosed, except within the employee's chain of command including the City Manager, or

prospective supervisor and Department Head, in cases of internal transfers or as provided for under law, without the written consent of the employee.

5. Citizen's complaints should not be part of the employee's personnel record unless, after investigation, they have been determined to be founded on fact.

Section VIII: Conditions of Employment

A. Hours of Work

1. Regular full-time employees are expected to work their assigned hours per week. Work hours may fluctuate at the discretion of Department Heads with advance approval from the City Manager.
3. Lunch breaks are normally one (1) hour, except for those departments with established thirty (30) minute lunch breaks. Such mealtime shall be unpaid time unless the employee is required or permitted to work during such mealtime. An employee may only work during mealtime with advance approval from the City Manager.
4. Employees will be provided one paid fifteen (15) minute break during each four (4) hour period worked. Any other allowances for break times must be requested in writing from the employee and have prior written approval of the Department Director.
 - a. The Department Head will schedule the employees' breaks in such a way as to fulfill the operational needs of the City.
 - b. Breaks may not be accumulated or used in connection with meal periods or taken at the end or beginning of a workday.

B. Attendance and Absenteeism. Employees will be expected to report for work promptly and be in attendance as scheduled. Absence for any reason should be reported to the supervisor or Department Head one (1) hour before the time the employee is to report to work or as soon as practical. Unauthorized absence from work for three (3) consecutive work shifts will be considered abandonment of the job and automatic termination will result. Employees will be paid for time actually worked unless absences fall under leave provisions.

C. Dress and Personal Appearance. It is important that City employees present the best possible image to the public. Employees should be as neatly dressed as work assignments allow.

D. Pay Periods. Each pay period shall be bi-weekly. Under unusual circumstances checks may be issued early, but only upon the request of the Department Head and with the concurrence of the City Manager and Finance Officer/Treasurer.

E. Time Tracking. All employees are entered in the ESS (employee self service). Employees will enter their time and submit it to the supervisor who will approve or deny the time. Supervisor-approved time will be submitted to the City Manager for final review and approval.

F. Payroll Deductions. Deductions from an employee's check are mandatory for federal income tax withholding, Social Security and Medicare taxes (known as FICA taxes), state income tax withholding, any applicable local tax and P.E.R.A. withholding. Employees may choose to have deducted from each check their contribution for health insurance or other benefits available to employees.

G. Final Pay Check. Employees who resign shall receive a final paycheck, if due, on the first regularly scheduled payday following the effective date of the employee's resignation. An employee who is dismissed shall receive a final paycheck, if due, by 5:00 pm on the fifth day following dismissal. Day one begins the day of dismissal and includes weekends and holidays. In the case of death, final compensation shall be paid to the employee's named beneficiary or, if unnamed, the employee's estate.

H. Transfers

1. No supervisor or Department Head can deny a City employee who has successfully completed the probationary period and who is not the subject of disciplinary action (pending or imposed), permission to apply for a job vacancy in any other City position or department for which the employee is qualified.
2. Transfers must be approved by the City Manager and will only be considered upon the approval of the receiving Department Head. Should an employee request a transfer, the employee's salary may be reduced, if necessary, to conform to the pay range appropriate to the new position. Any transfer which results in an over-all increase in salary and wage expenditure must be approved by the City Council. The employee shall be advised of any changes in pay that will occur as a result of the transfer.

I. Resignations. A City employee who wishes to resign in good standing must submit a letter to his immediate supervisor at least fourteen calendar days before leaving. All City equipment and property is to be turned in to the department upon termination. If this is not done, the employee will be financially responsible for the value of the unreturned items.

J. Reductions in Force

1. It may, at any given time, be necessary and appropriate for the City to reduce the number of its employees or abolish some positions because of economic conditions, reorganization, and/or lack of work.
2. When a position is to be discontinued or abolished, the Mayor shall submit to the City Council for approval a written proposal containing a recommendation for the order of layoff based on:
 - a. A determination whether the employee whose position is being eliminated is qualified to perform one or more other jobs with the City; and

- b. If the immediate supervisor of the position determines this employee is qualified to perform one or more alternate jobs, the application of the rules used to determine reductions in force.
3. When the City wishes to reduce the number of employees without abolishing a position, the Mayor shall submit to the City Council for approval a written proposal containing recommendations for the order of layoff. In determining the order of layoff, the following rules shall apply:
- a. Temporary and/or probationary employees will be laid off first from positions for which a regular employee, subject to reduction in force, is at least as equally qualified;
 - b. Reduction of regular employees will be determined by department, based on ability to perform work, job performance, and seniority;
 - c. Regular employees to be terminated as a result of a reduction in force shall be provided written notice at least two calendar weeks in advance of the effective date of the termination or shall be granted equivalent severance pay; and
 - d. A regular employee terminated as a result of a reduction in force or the elimination of a position shall receive preference in hiring for any position for which they are at least as equally qualified over external employment candidates.
 - i. Terminated regular employees seeking reemployment must follow the established hiring procedures of the City.
 - ii. This privilege ends after six (6) months of after the employee declines an offer of employment from the City, whichever comes first.
 - iii. A regular employee rehired or reinstated within one (1) year of termination as a result of a reduction in force shall be entitled to service credit accrued prior to termination.

K. Outside Employment. All City employees who wish to engage in outside employment are required to complete a request for permission to engage in outside employment on an annual basis and have it approved by the City Manager before such employment will be authorized. It shall be the responsibility of the employee's Department Head to assure compliance with this rule.

Section IX: Leave

A. Vacation

1. All regular and probationary employees earn and are eligible to use paid vacation from the date of hire as follows:
 - b. Four (4) hours per pay period are accumulated for employees who have served less than five years in the City.
 - c. Five (5) hours per pay period are accumulated for employees who have served more than five (5) years in the City.
 - d. Six (6) hours per pay period are accumulated for employees who have served more than ten (10) years in the City.
 - e. Two (2) hours per pay period are accumulated for part-time regular employees who have served less than five years in the City.
 - f. Two and a half (2.5) hours per pay period are accumulated for part-time regular employees who have served more than five (5) years in the City.
 - g. Three (3) hours per pay period are accumulated for part-time regular employees who have served more than ten (10) years in the City.
2. Employees may use accrued vacation leave in hourly increments. Every effort will be made to grant an employee vacation at the time requested. However, vacations cannot interfere with the City's essential operations and therefore must be approved by the Department Head and City Manager in advance. The City Manager's request for vacation time is approved by the Mayor.
3. City employees may carry a balance of not more than 320 hours of vacation per calendar year. Excess hours will be forfeited at the beginning of the calendar year. The purpose of this provision is to encourage employees to take time off and to avoid imposing a significant liability on the City to pay out unused vacation leave when an employee separates from employment. Paid holidays which occur during vacation time are not counted as vacation leave.
4. Probationary employees shall not be paid for accrued vacation time upon separation from employment. City employees who separate from employment will be paid for unused vacation time subject to the 320 hour accrual limit.
5. Annually, during the first City Council meeting in December, the City may offer to buy back unused vacation leave hours at 100% of the employees' respective base hourly rates of pay. The number of hours the City may offer to buy back is discretionary. Employee

participation is voluntary. An employee's vacation leave accrual balance cannot be reduced below 40 hours as a result of the buy-back.

B. Holidays

1. The holiday schedule shall be designated by resolution of the City Council each year.
2. Regular full- and part-time, employees shall be paid for the holiday at their regular rate of pay. Temporary, casual and limited term employees are not entitled to holiday pay.
3. Employees required to work an approved City holiday shall be paid two and one-half (2.5) times their regular rate of pay for the holiday hours actually worked, not to exceed twelve (12) hours.
4. When a holiday falls during an employee's use of annual leave, the day shall be counted as a holiday and not annual leave.
5. If a paid holiday falls on the employee's regular day off, the employee may float the paid holiday.

C. Personal Leave Day. Regular employees are entitled to one (1) personal leave day each calendar year. The personal leave day will be consistent with the employee's normal workday. Such leave must be requested and approved in advance. The personal leave day must be taken during consecutive hours. The personal leave day must be taken by December 31 or it will be lost. Employees who do not take the personal leave day shall not be paid for it upon separation from City employment.

D. Sick Leave

1. Sick leave benefits are accrued at the rate of four (4) hours per pay period. Part-time employees accrue sick leave at the rate of two (2) hours per pay period. Unused sick leave shall be accumulated from year-to-year capping at 320 hours. Employees on probationary status shall be credited with sick leave for each pay period worked.
2. Sick leave should only be used as needed, and abuses of sick leave will be grounds for disciplinary action. If an employee has used all accrued sick leave, the employee may choose to use his accrued vacation as sick leave with approval of his supervisor. The employee must be able to justify the use of vacation leave as sick leave.
3. Employees using sick leave shall notify their supervisor before the start of their scheduled work shift. Sick leave of more than three days duration may require certification by a licensed health care provider as to the nature of the illness be submitted to the City Manager. Persons on sick leave for more than five (5) consecutive work days may be required to have a physical examination but shall be required to be certified fit to return to

work by a licensed health care provider. Physical examinations required by the City will be paid for by the City.

4. An employee may use accrued sick leave to care for members of the employee's immediate family (employee's spouse or ex-spouse, live-in partner, children, step-children, parents, step-parents, siblings, grandparents, step-grandparents, grandchildren, step-grandchildren, aunts, uncles, first cousins, nieces, nephews, and the like relations of the employee's spouse. This definition shall cover any person so related to the employee by birth, adoption or marriage). A licensed health care provider's certification may be required stating the family member's condition before sick leave is granted.
5. Regular, probationary, temporary and limited-term employees shall not be paid for accrued sick leave time upon separation from employment with one exception. Regular employees who retire from the City will be paid for unused sick time up to 50 hours.

E. Donated Leave

1. There are occurrences brought about by medical conditions that cause employees to exhaust leave and therefore be placed on leave without pay. It is recognized that employees forced to go on leave without pay could be without income at a most critical point in their life. Employees who want to assist their fellow workers by donating leave can do so through this provision of the policy manual.
2. For the purpose of this section, "medical conditions" shall be interpreted to include a serious illness or injury which is monumental, unusual, immediate in nature and which is expected to preclude the employees from returning to work for an extended period of time. This shall involve but is not limited to:
 - a. Any period of incapacity or treatment connected with inpatient care (e.g., an overnight stay) in a hospital, hospice, or residential medical care facility;
 - b. A period of incapacity requiring absence of more than three calendar days from work that involves continuing treatment by (or under the supervision of) a licensed health care provider;
 - c. Any period of incapacity due to pregnancy, or for prenatal care;
 - d. Any period of incapacity or treatment due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.);
 - e. A period of incapacity that is permanent or long-term due to a condition for which treatment may be effective (e.g., Alzheimer's, stroke, terminal disease, etc.); or

- f. Any absence to receive multiple treatments (including any period of recovery) by, or referral by, a licensed health care provider (e.g., chemotherapy, physical therapy, dialysis, etc.).

3. **General Guidelines.** The following guidelines apply to the City's Donated Leave policy:

- a. Leave may be donated from vacation or sick leave.
- b. An employee cannot donate from either the vacation or sick leave if the donating employee's balance will fall below 40 hours.
- c. Leave donated will be added to the recipient's sick leave balance limiting its use for a medical condition only.
- d. The minimum donation allowable is four (4) hours.
- e. Leave shall be donated on a one-to-one personal basis. Establishment of a leave "pool/bank" is expressly prohibited.
- f. The donation and receipt of leave shall be completely voluntary, and anyone who interferes with an employee's right to choose whether to donate or receive leave shall be subject to disciplinary action.
- g. Individual leave records are confidential and only involved individuals may reveal their donation or receipt of leave.
- h. The employee donating leave cannot receive compensation for the leave donated.
- i. Upon return to work the recipient will be allowed to retain up to 40 hours in their sick leave account.
- j. Any additional unused donated leave beyond 40 hours will be returned to the donor(s) on a pro-rated basis and credited to the leave account from which it was donated. Fractions of the hour shall not be returned to an individual donor.
- k. If a recipient of donated leave separates from the City of Rio Communities employment, the donated leave remaining in the recipients account shall be returned to the donors' accounts on a pro-rated basis.

4. **Recipient Requirements.** The following requirements apply to the recipient of donated leave:

- a. When requesting donated leave, the employee or the immediate supervisor must complete in writing, and forward the request for donated leave including the physician certification to the City Manager. All medical information is confidential. When disclosing information about an applicant the City will state only that the requesting individual or the individual's family member has a "medical condition".
- b. An employee must exhaust all types of leave before any donated leave will be used.
- c. While using donated leave, the employee continues to earn vacation and sick leave. This earned vacation and sick leave should be used each month prior to any donated leave.
- d. Upon return to work, an employee is allowed to retain 40 hours of the donated leave in his sick leave account. Any remaining leave over 40 hours will be prorated back to the donors in the leave reporting period immediately following the employee's return to work. This action is reflected in the adjustments column of the employee's monthly leave report.
- e. An employee's participation in donated leave is limited to 520 hours either continuously or, if for the same condition, on a recurring basis. However, a continuation may be granted month by month for any amount of time that management would otherwise have granted leave without pay.

E. Family and Medical Leave of Absence

The purpose of Family Medical Leave is to balance the demands of the work place with the needs of families to promote the stability and economic security of families; to minimize the potential for employment discrimination on the basis of sex by ensuring that leave is available for eligible medical reasons (including maternity-related disability) and for compelling family reasons; and to promote the goal of equal employment opportunity for women and men.

Employee Eligibility

- a. Permanent employees who have been employed with the City of Rio Communities for at least 12 months and who have worked at least 1250 hours (half-time) during the previous 12-month period are entitled to a total of 12 workweeks of leave, paid or unpaid, during any rolling 12-month period for one or more specified conditions which are covered under this Act.
- b. For the purpose of this policy, the 12-month period is defined as 12 months from the date of the qualifying event.

2. Qualifying Conditions

- a. Birth of a child and care for the child after birth, provided the leave is taken within a 12-month period following birth,

- b. Care for a child placed with the employee for adoption or foster care, provided the leave is taken within a 12-month period following adoption.
- c. Care for the employee's child, spouse, or parent, where that child, spouse, or parent has a serious health condition.
- d. A serious health condition that makes the employee unable to perform the essential functions of his position.

3. FMLA Leave Options

- a. Eligible employees are entitled to 12 weeks of unpaid leave within a rolling twelve-month period.
- b. Eligible employees may choose to use paid leave in the form of vacation, sick, compensatory, or donated leave.
- c. Eligible employees may choose to use the FMLA Leave on an intermittent basis or on a reduced work schedule.

4. Definitions

- a. Parent - a biological or adoptive parent or an individual who stood in loco parentis (a person who is in the position or place of a parent) to an employee when the employee was a child. If an employee requests FMLA to care for an individual who stood in loco parentis, the employee must provide documentation verifying the relationship. If legal records are not available, the employee has the burden of proof and must submit written documentation explaining the relationship covering periods of residence, facts and circumstances. Someone who was in a position to know of the relationship must verify this documentation through signature and notary.
- b. Child - a son or daughter who is under 18 years of age or is 18 years of age or older and incapable of self-care because of a mental or physical disability. Child would include: (a) biological, (b) adopted, (c) foster, (d) step-child, (e) legal ward, and (f) child of an employee standing in loco parentis as defined above.
- c. Spouse - a husband or wife recognized by the State of New Mexico.
- d. Serious Health Condition - (a) an illness, injury, impairment, and/or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical care facility, or that involves continuing treatment by a health care provider; (b) any period of incapacity requiring absence from work of more than three (3) calendar workdays that also involves continuing treatment by a health care provider; or (c) continuing treatment by a health care provider for conditions so serious that, if not

treated would likely result in an absence of more than three (3) calendar workdays. Prenatal care is also included. The period of actual physical disability associated with childbirth is considered a serious health condition and may be subject to family/medical leave regulations, whether as paid or unpaid leave.

- e. Intermittent Leave or Reduced Work Schedule- an intermittent work schedule is a schedule in which an employee works on an irregular basis and is taking leave in separate blocks of time, rather than for one continuous period of time. The leave period may not exceed the total of the allowed 12-week period.

5. Administration of Family Medical Leave

- a. An employee desiring to use Family Medical Leave needs to contact the City Manager or designee prior to the requested leave period whenever possible.
- b. Requests for FMLA Leave must be supported by reasonable proof.
- c. If an employee is unable to initiate the contact with the City Manager or designee for Family Medical Leave, the Department Head is responsible for contacting the City Manager or designee to investigate the designation of the leave period as paid or unpaid FMLA Leave. The designation must be made on the Family Medical Leave Request Form and must be completed prior to the extension of FMLA Leave.
- d. If an employee on paid leave has not provided sufficient information to determine whether it is designated as FMLA Leave the Department Head shall, after a period of 10 workdays, request that the employee provide sufficient information to establish a FMLA-qualifying reason for the needed leave. This does not preclude the department from requesting the information sooner or at any time an extension is requested.
- e. Employees designated on FMLA Leave have the following options for charging leave:
 - i. For the birth of a child, the employee may choose to exhaust available compensatory, vacation, sick, and/or donated leave, or any portion, or go on leave without pay.
 - ii. For the adoption or foster care of a child, the employee may choose to exhaust available compensatory, vacation, sick, and/or donated leave, or any portion, or go on leave without pay;
 - iii. For the illness of an employee's child, spouse, or parents, the employee may choose to exhaust available compensatory, vacation, sick, and/or donated leave, or any portion, or go on leave without pay;

- iv. For the employee's illness, the employee shall exhaust available sick leave and may choose to exhaust available compensatory, vacation leave, and/or donated leave, or any portion, before going on leave without pay.
 - v. Employees desiring to work a reduced or intermittent work schedule under FMLA Leave will need to contact the City Manager or designee for further instructions. Employees approved for one of these options will experience a reduction in monthly earning rates.
6. **Notice to Employer.** It is the responsibility of the employee to explain the reasons for the FMLA Leave in sufficient detail to allow the City to determine that the leave qualifies under the FMLA. If the employee fails to adequately explain or document the FMLA-qualifying reasons for the leave after a request by the City, leave may be denied. Where the necessity for FMLA Leave for the birth or placement of a child is foreseeable, the employee shall give the City at least 30 days' advance notice (before the date the leave is to begin) of the employee's intention to take such leave. In other cases, the employee shall provide such notice as soon as practical. As soon as practical means at least verbal notification to the City within one or two business days of when the need for leave becomes known to the employee. An employee shall at least provide verbal notice to the City of the need for FMLA Leave and the anticipated timing and duration of the leave. The City may also require an employee to comply with the City's usual and customary notice and procedural requirements for requesting leave. If the employee fails to give timely advance notice when the need for FMLA Leave is foreseeable, the City may delay the taking of FMLA Leave until 30 days after the date the employee requested the need for the FMLA Leave. In some circumstances, employees may need to make the request for FMLA Leave after the fact. If this occurs, employees have two business days upon returning to work to provide the appropriate information in order to be entitled to the protections of FMLA.
7. **Notice to Employee.** Once the City has received a request for a FMLA required reason, the City shall promptly (generally within two business days, absent extenuating circumstances) notify the employee that the leave is designated and will be counted as FMLA Leave. The City may give such notice in writing.
8. **Medical Certification.** Any request for FMLA Leave for a serious health condition shall be supported by a certification issued by the health care provider of the eligible employee or of the son, daughter, spouse, and a parent of the employee or an individual who has acted in loco parentis to an employee as appropriate. Such medical certification should be attached to the employee's request for FMLA Leave, or in the case of unforeseen leave, generally within two business days after the leave commences. In the case of foreseeable leave, the City may delay the taking of FMLA Leave to an employee who fails to provide timely certification after being requested by the City to furnish such certification (within 15 calendar days, if practicable), until the required certification is provided. In the case of unforeseeable leave, if the employee does not provide the medical certification within a

reasonable time, the City may delay the continuation of FMLA Leave. If the employee never produces the required medical certification, or if the certification does not confirm the existence of a serious health condition as defined under FMLA, then the leave is not FMLA Leave. In any case in which the City has reason to question the appropriateness of the leave or its duration the City may request certification at some later date. If the City has reason to doubt the validity of the certification provided the City, the City may require at its expense, that the eligible employee obtain the opinion of a second (or third) health care provider.

9. **Confidentiality.** All records and documents relating to medical certifications, re-certification or medical histories of an employee's family members, shall be maintained in a separate medical file from the employee's personnel file, and shall be treated as confidential medical records.

10. Restoration to Work

- a. Any eligible employee who takes approved FMLA Leave shall be entitled, upon return from such leave:
- i. To be restored by the City to the same position of employment held by the employee when the leave commenced; or
 - ii. To be restored to an equivalent position with equivalent employment benefits, pay, and other terms and condition of employment.
- b. If the employee is unable to perform an essential function of the position because of a physical or mental condition, including the continuation of a serious health condition, the employee has no right to restoration to another position under the FMLA. However, the City will review such situations on a case-by-case basis under the ADA.

11. Group Health Plan Coverage

- a. The City shall maintain coverage for the employee under the City's group health plan for the duration of the 12-week FMLA Leave period at the level and under the conditions coverage would have been provided if the employee had continued employment.
- b. Any share of health plan premiums paid by the employee prior to leave must continue to be paid by the employee during the leave period.
- c. The City must give advance written notice to employees of the terms for payment of premiums during FMLA Leave.

- d. The City's obligation to maintain dependent health insurance coverage stops if an employee's premium payment is more than 30 days late. The City must provide the employee with at least 15 days' notice that coverage will cease.
- e. If an employee's failure to make the premium payments leads to a lapse in coverage, the City must still restore the employee, upon return to work, to the health coverage equivalent that employee would have had if leave had not been taken and premium payments had not been missed without any waiting period or preexisting conditions.
- f. The City may recover the premiums if the employee fails to return for a reason other than the continuation, recurrence, or onset of a serious health condition of the employee or the employee's immediate family member, or other circumstances beyond the employee's control.

12. Other Benefits

- a. Maintenance of health insurance policies that are not a part of the City's group health plan (where no contributions are made by the City) is the sole responsibility of the employee.
- b. Taking FMLA Leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

13. **No Retaliation.** The City shall not interfere with an eligible employee's rights under the FMLA, shall not discharge or otherwise discriminate against employees who exercise such rights, and shall not retaliate against employees who file, initiate or otherwise assist in charges or investigation against the City.

14. **Rights and Obligation of Employees.** When an employee provides notice of the need for FMLA Leave, the City shall provide the employee with a Notice (within two business days, if feasible) detailing the specific expectations and obligations of the employee and explaining any consequences of a failure to meet these obligations.

F. Leave Without Pay. The City Manager may grant a regular employee leave without pay for a period not to exceed one year. Leave without pay may be granted only when it is in the best interest of the City, and only following consideration of the employee's performance and disciplinary history, and the potential disruption of City operations.

- 1. For leave without pay a written request indicating the reason for the leave, duration, and dates of departure and return, must be approved by the City Manager before leave is taken.
- 2. Employees on leave without pay shall not accrue annual or sick leave for those hours on leave without pay, nor be paid for observed holidays.

3. During an employee's approved leave without pay, his position may be filled by temporary appointment, a temporary promotion, limited term employee or detail to another employee. At the expiration of a leave without pay, the employee has the right to and shall be reinstated in the position he vacated if the position still exists; or, if not, to any other vacant position of like seniority, status and pay. If no vacancy exists, the employee will be offered the first available position for which he qualifies. If no position is found within a period of one-hundred twenty (120) days, the employee will be terminated.

G. Bereavement Leave. In the event of a death in the employee's immediate family, (employee's spouse or ex-spouse, live-in partner, children, step-children, parents, step-parents, siblings, grandparents, step-grandparents, grandchildren, step-grandchildren, aunts, uncles, first cousins, nieces, nephews, and the like relations of the employee's spouse. This definition shall cover any person so related to the employee by birth, adoption or marriage) the employee will be permitted three (3) days leave with pay per occurrence not chargeable under any benefits. After three (3) days, bereavement leave will be charged against the employee's sick leave. An employee must notify the employee's Department Head before taking such leave.

H. Military Leave. Leave with pay will be granted for a period of two weeks per year to permanent full time employees and permanent reserve part time employees enrolled in the National Guard or military reserve units to attend training camp or exercises. In cases where such leave is granted, the employee must furnish proof of duty orders before leave being granted. The equivalent of National Guard military reserve pay will be deducted from the employee's paycheck, and if the employee's regular income from the Military Reserve Service is in excess of the employee's regular income from the City, then the employee shall not be entitled to any pay from the City.

I. Unpaid Military Leave. Regular employees who are members of the Armed Forces, the Army National Guard, the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty are entitled to re-employment after up to five years of service. PERA contributions may not be withdrawn when an employee begins military leave without pay. Upon re-employment, such employees shall receive any necessary pay adjustment such as provided to other employees during the period of active duty.

1. Employees must apply for re-employment within fourteen days of the date of release from active duty where the active service was from 31 to 181 days.
2. Employees must apply for re-employment within ninety days of the date of release from active duty where the active service was more than 181 days.
3. For service of 90 days or less, the employee is entitled to the position he would have been employed in if continuous employment had not been interrupted or the position in which the employee would have been employed on the date of the commencement of service.

4. For service of more than 90 days, the employee is entitled to the position in which he would have been employed if the continuous employment had not been interrupted or the position of employment in which he was employed at the date of commencement of service, or a position of like seniority, status and pay.

J. Jury Duty. Employees will be granted court leave for the purpose of serving as a juror or witness in any court. Court leave with pay will be authorized only during those days which would otherwise have been an employee's regular scheduled working days.

K. Voting Leave

1. The City encourages employees to register and vote in every election where they are eligible to vote. On election day, employees shall be allowed up to two (2) hours leave with pay to vote, provided the employee's work day does not begin more than two (2) hours after the polls open or end more than three (3) hours before the polls close. To comply with this requirement, the City may adjust the employee's work schedule on Election Day. For example, on Election Day, the City may allow an employee to start the work day two (2) hours later than normal and end their work day two (2) hours later than normal. Employees may be required to show they are registered eligible voters to qualify for voting leave.
2. The employee shall request such voting leave at least three (3) work days in advance with his Department Head in order to allow adequate time to make arrangements for full department coverage.

L. Domestic Abuse of Sexual Violence Leave (DASV)

1. In accordance with New Mexico law, the City will grant up to 14 days of DASV unpaid leave in any calendar year to an employee who is a victim of domestic abuse or sexual violence, or who has a family or household member who has been a victim. Alternatively, the employee must use accrued leave. When possible, the employee should provide the City with at least 48-hours advance notice of DASV leave.
2. Verification of the need for DASV leave may be requested. This verification may be a police report, court record, doctor's certification, copy of order of protection, or a written statement from an attorney.


M. Nursing Mother's Leave

1. To foster the ability of a nursing mother who is an employee to use a breast pump in the workplace, the City will provide a space for using the breast pump that is (1) clean and private; (2) near the employee's workspace; and (3) not a bathroom. The City will also provide the employee flexible break times.

2. The City is not responsible for storage or refrigeration of breast milk. The City is also not responsible for compensating a nursing mother for break times that are in addition to established employee breaks, or paying overtime while a nursing mother is using a breast pump.

Section IX: Overtime and Comp Time

- A. A non-exempt employee shall not work more than the regularly assigned workweek without the City Managers prior approval. Non-exempt employees who work in excess of the normal 40-hour workweek shall be compensated at the rate of 1½ times the employee's regular base rate of pay for each hour of overtime worked. Overtime work will be compensated in 15-minute increments.
- B. Working overtime without prior approval is just cause for disciplinary action, up to and including termination.

 Payment for overtime may be in the form of cash ("overtime pay") or compensatory time ("comp time"). In times of budgetary constraint, the City of Rio Communities, at its sole discretion, may elect to pay employees overtime in the form that best suits the City.

- D. An employee is not entitled to overtime pay or comp time unless that employee has actually *worked* more than 40 hours in a given workweek. The time an employee takes off from work for a holiday, vacation, personal leave, or an illness is not considered hours worked for purposes of calculating overtime, even if the employee is paid for that time with accrued leave or accrued comp time.
- E. All City employees, including commissioned police officers, eligible for overtime compensation may accrue a maximum balance of 120 hours of comp time. If an employee has reached the accrual limit for comp time set forth in this paragraph, any additional overtime worked by the employee shall be paid out in the form of cash.
- F. The City strongly encourages all employees to use their accrued comp time within 6 months of earning it. Employees may use comp time at any time with the prior approval of the eligible employee's supervisor unless the granting of such time would unduly disrupt the effective functioning of the employee's department. Mere inconvenience is an insufficient basis for denial of a request to use accrued compensatory time.
- G. At any time, an employee may request that the City of Rio Communities cash out his accrued but unused comp time balance, even if the balance is below the accrual maximum set forth in paragraph 6. The City of Rio Communities, at its discretion, may grant the employee's request, giving consideration to budgetary constraints and priorities. Such payment must be made at the regular hourly rate of pay received by the employee at the time of payment.

- H. The City may, at any time, elect to pay out some or all of an employee's accumulated compensatory time. Such payment must be made at the regular hourly rate of pay received by the employee at the time of payment. It is within the City's sole discretion whether to pay out some or all accrued comp time.
- I. Upon an employee's retirement, resignation or termination, the City of Rio Communities shall pay the employee for the balance of his accrued but unused comp time at a rate not less than the employee's final hourly pay rate or the employee's average hourly rate over the last three (3) years of employment, whichever is greater. In instances where the employee has less than three (3) years of employment with the City of Rio Communities, the average pay rate for the entire period of employment shall be used instead.
- J. Supervisors shall monitor overtime worked and compensatory time accrued and shall encourage the use of compensatory time as the opportunity arises, in order to minimize the City of Rio Communities' overtime pay liability. The supervisors' monitoring of overtime and encouraging the use of comp time will be considered as part of the supervisors' performance evaluation.

Section X: Political Activity. City employees shall not, during working hours, publicly support or endorse any person running for political office. City employees should not be harassed for political support by any political candidate, Department Head or Elected Official. An employee cannot be fired or penalized for failure to support a particular candidate. This is to ensure the protection of the employee from any unnecessary interference with the employee's job. The employee's job does not depend upon political beliefs, but upon the employee's job skills and performance.

Section XI: Gratuities – Solicitation

- A. **Gratuities.** City employees shall be prohibited from accepting gifts or other considerations from vendors where the value of such gifts or considerations is in excess of twenty-five dollars (\$25.00). Any attempt to influence an employee's performance of the employee's duties by a vendor or other persons should be reported to the City Manager.
- B. **Solicitations.** No solicitation by employees or others will be allowed in a City-owned building or on City property. All legitimate proposals should be directed to the Department Heads or persons responsible for purchasing. Salesmen should not consult directly with employees without permission of the employee's supervisor. Limited exceptions may be authorized by the City Manager for charitable solicitations.

Section XII: Rules of Employee Conduct and Disciplinary Action

- A. **Rules of Employee Conduct.** Reasonable rules of employee conduct are necessary for the orderly and effective operation of the City. Some of the more obvious examples of

unacceptable conduct are listed below. This list is not all inclusive and is not intended to refer to all possible policy infractions. Employees should contact the City Manager or designee with any questions regarding the City's rules of employee conduct.

1. Violation of the City personnel ordinance, policies or rules.
2. Incompetence, inefficiency or inadequate performance of an employee's duties.
3. Insubordination or uncooperative behavior.
4. Leaving work before the end of a workday or not being ready to work at the start of a workday without approval from the employee's supervisor; stopping work before the time specified for such purpose.
5. Failure to report an absence or late arrival; excessive absence or tardiness.
6. Use of official position or authority for personal profit or advantage, including a violation of the Governmental Conduct Act, NMSA (1978), §10-16-1, *et seq.* (as amended), which sets forth the ethical principles of public service and prohibits certain official acts. A copy of the Act is available from the City Manager.
7. Violation of security or safety practices.
8. Commission of a felony or misdemeanor related to the position held by the employee or conviction of a crime involving moral turpitude.
9. Violence or threats of violence toward anyone while on duty, on City property, driving a City vehicle or equipment, representing the City or wearing a City uniform. Fighting, horseplay or provoking a fight.
10. Obscene, abusive or rude language or behavior toward any supervisor, employee or member of the public; any disorderly or antagonistic conduct.
11. Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same.
12. Misappropriation or personal use of City funds, property or resources; theft or fraud.
13. Intentionally or negligently causing damage to City tools, equipment or other property;
14. Failure to immediately report damage to, or an accident involving City vehicles or equipment.

15. Violation of confidentiality or release of confidential information.
16. Deliberate falsification or omission of information on an employment application, resume, timecard/record or other City documents.
17. Soliciting during work hours and/or on City premises; selling merchandise or collecting funds of any kind for whatever purpose without the City Manager's prior approval, or at a time or place that interferes with the work of another employee on City property or at a City worksite.
18. Conducting a lottery or gambling on City premises or while on duty.
19. Failure to maintain a neat, clean and professional appearance or wearing unsafe clothing to perform employee's specific job duties.
20. Other acts or omissions, on or off-duty, that may result in disciplinary action include those that:
 - a. Call into question the employee's ability to perform assigned duties or job functions;
 - b. Harm public respect for the City's employees or confidence in the operation of City services; or
 - c. Impair the operation or efficiency of any City function.

B. Just Cause for Disciplinary Action. Failure or refusal to meet the standards of employee conduct shall constitute just cause for disciplinary action. Regular full-time and regular part-time employees may be disciplined only for just cause. Unlike regular employees, probationary employees, temporary employees, limited-term employees and other at-will employees may be discharged without cause or for any lawful reason.

C. Progressive Discipline. Occasionally, disciplinary action is necessary to correct employee misconduct or performance that fails to meet expectations. The type of corrective or disciplinary action imposed will depend on the severity of the infraction and the employee's previous work record. Progressive discipline will normally be used; however, some infractions may be so serious that the first disciplinary action may require suspension without pay, demotion or even dismissal.

D. Documentation. In every situation involving any form of corrective or disciplinary action, documentation of such action shall be prepared. Any such documentation given to an employee should be signed by the employee to acknowledge receipt. If the employee refuses to sign the documentation, another employee should be called in to sign the form as a witness

to the fact that the counseled or disciplined employee received the documentation, but refused to sign it.

E. Range of Counseling and Discipline. The range of counseling and discipline is as follows:

1. **Verbal Counseling.** A supervisor may verbally counsel an employee for minor infractions and to inform the employee that behavior or conduct needs to change or improve. The supervisor should inform the employee that the supervisor is verbally counseling the employee. Verbal counseling should: (A) remind the employee of pertinent policies and work rules; (B) provide examples of how the employee's behavior or performance has fallen short of expectations; (C) explain the impact of the employee's deficiencies on the City and coworkers; (D) describe the actions the employee needs to take to correct the problem; and inform the employee that failure to improve may result in more severe discipline. Supervisors shall prepare a memorandum for the supervisor's own records indicating that the employee has received a verbal counseling. Documentation of a verbal counseling shall not be placed in the employee's personnel file. Verbal counseling is not grievable.
2. **Written Reprimand.** A supervisor may issue a written reprimand to an employee in circumstances where the infraction is perceived to be of a greater consequence than that for which a verbal counseling would be used or if the verbal counseling was ineffective.

A written reprimand shall include the following information: (A) the date(s) on which the unacceptable performance occurred and a brief description of the incident(s); (B) a reference to the policy(ies), rule(s) or directive(s) that were violated; (C) prior counseling or discipline, if any, imposed on employee during the employee's time with the City; (D) a statement of the potential disciplinary consequences if performance does not improve; and (E) the goals of improvement and a time frame, if applicable, to accomplish these goals.

Written reprimands shall be placed in the employee's personnel file after providing the employee with a copy of the written reprimand. The employee shall be asked to acknowledge having received the reprimand by signing it. If the employee refuses to sign, another supervisory level employee (by his signature) shall attest that the written reprimand was presented to the employee for his signature and the employee refused to sign. A written reprimand is not grievable.

3. **Suspension without Pay.** The Mayor or City Manager may suspend an employee without pay for a single serious offense or for continued substandard job performance or misconduct after previous attempts to correct such behavior have failed. Such suspension shall not exceed thirty working days (30). A suspension without pay for a FLSA exempt employee shall be in workweek increments not to exceed six workweeks, unless otherwise provided by law. A regular, full-time or regular, part-time employee may appeal a

suspension without pay pursuant to the City's grievance procedures.

4. **Demotion.** The Mayor or City Manager may demote an employee in those instances where the employee is unwilling or unable to perform the responsibilities of his position. The employee may be moved from one position to another position with a lower pay rate for which the employee qualifies or, alternatively, the employee may be permitted to remain in the same position but will be subject to a reduction in his pay rate. Demotion is not to be used as a substitute for discharge from employment, when a discharge is warranted. A regular, full-time or regular, part-time employee may appeal a demotion pursuant to the City's grievance procedures.
5. **Dismissal.** The City Council may, upon the Mayor's recommendation which will be made in the form of a Notice of Intent to Discipline, dismiss an employee when other forms of discipline have failed to improve unacceptable behavior or job performance, or the employee's conduct is severe enough to preclude corrective action. A regular, full-time or regular, part-time employee may appeal a dismissal pursuant to the City's grievance procedures.

Probationary employees, temporary employees, limited-term employees and other at-will employees may be discharged at any time without cause or for any lawful reason by the Mayor, City Manager or Department Head. These employees may not appeal a decision to dismiss them from employment pursuant to the City's grievance procedures.

F. Notice of Intent to Discipline. The Mayor, City Manager or designee shall present the employee with a Notice of Intent to Discipline when suspension, demotion, or dismissal is contemplated. The Notice of Intent to Discipline shall include the following information: (A) the date(s) on which the unacceptable performance or conduct occurred and a brief description of the incident(s); (B) a reference to the policy(ies), rule(s) or directive(s) that were violated; (C) prior counseling or discipline, if any, imposed on employee during the employee's time with the City; (D) a statement of the contemplated discipline; (E) a statement of the potential disciplinary consequences if performance does not improve; (F) the goals of improvement and a time frame, if applicable, to accomplish these goals; and (G) the employee's right to a pre-disciplinary hearing. The Notice of Intent to Discipline shall be hand-delivered to the employee and receipt acknowledged by him, or sent to the employee by certified mail, return-receipt requested. The Notice of Intent to Discipline shall be placed in the employee's personnel file after providing the employee with a copy. If the Notice of Intent to Discipline is hand-delivered and the employee refuses to sign it, another supervisory level employee (by his signature) shall attest that the Notice of Intent to Discipline was presented to the employee for his signature and the employee refused to sign.

G. Pre-Disciplinary Meeting and Notice of Final Action. Within three (3) working days of the receipt of the Notice of Intent to Discipline the employee shall notify the City Manager, in writing, whether he will avail himself of the pre-disciplinary meeting. Such notice shall be

hand-delivered with receipt acknowledged. If the employee does not avail himself of the pre-disciplinary hearing, the City Manager shall issue a Notice of Final Action to the employee which shall:

1. Specify the final action to be taken and the factual basis for the final action;
2. Specify the effective date of the disciplinary action; and
3. Inform the employee of his right to appeal.

In the event the employee wishes to avail himself of a pre-disciplinary meeting, the nature of the pre-disciplinary meeting will depend on the type of discipline being proposed.

If the contemplated discipline is a suspension or demotion, the City Manager and/or Department Head will meet with the employee at a pre-arranged time. At the pre-disciplinary meeting, the employee will be given the opportunity to respond to the allegations in the Notice of Intent to Discipline and offer explanations and/or present evidence and reasons supporting mitigation. No witnesses will be permitted at the informal meeting. This will not be an evidentiary hearing. Neither the City nor the employee will not be permitted to have a representative present at the pre-disciplinary meeting.

If the contemplated discipline is termination, the Mayor's recommendation will be placed on the agenda for the executive session of the next regular meeting of the City Council. During the executive session, the employee will be given the opportunity to respond to the allegations in the Notice of Intent to Discipline and offer explanations and/or present evidence and reasons supporting mitigation. No witnesses will be permitted to address the Council during executive session. This will not be an evidentiary hearing. The employee may have a representative present for the presentation to the City Council. After hearing from the employee, the Council will excuse the employee and discuss the proposed termination. A vote will be taken during the public portion of the meeting.

After taking the employee's response into consideration, a Notice of Final Action shall be issued to the employee if it is determined that discipline is warranted. The Notice of Final Action shall specify the final action to be taken, and the factual basis on which the final action is based, state the time, date, and location of the pre-disciplinary meeting, persons present, the effective date of the final action, and the employee's right to appeal the disciplinary action.

The Notice of Final Action shall be either hand-delivered to the employee and receipt acknowledged by him or sent to the employee by certified mail, return-receipt requested. If the employee refuses to sign, another supervisory level employee (by his signature) shall attest that the Notice of Final Action was presented to the employee for his signature and the employee refused to sign. The Notice of Final Action shall be placed in the employee's

personnel file. An employee who is dismissed for cause will not be considered for reemployment with the City.

H. Administrative Leave with Pay Pending Investigation and/or Disciplinary Proceeding.

The Mayor or City Manager may authorize administrative leave with pay when an employee is ordered to leave the premises or work site pending an investigation, while disciplinary action is being contemplated and/or pending issuance of the Notice of Final Action. Generally, this leave is authorized when the employee is disruptive or poses a threat of harm to himself, others or City property. During this period, the employee continues to accrue benefits as if he were still on duty.

Employees on paid administrative leave shall be available in person and telephonically between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Failure to comply or attend any scheduled meetings as directed by the employee's supervisor shall constitute an unauthorized leave without pay. Employees on paid administrative leave shall not obtain other employment. The supervisor will document the administrative leave and include expectations of the employee while on leave, including but not limited to the return of City equipment.

Administrative leave with pay under these circumstances does not constitute discipline and may not be appealed under the City's grievance procedures.

I. Grievance Procedure

1. **Applicability.** A regular employee who has successfully completed his probationary period may pursue grievances according to the rules contained in this Section.
2. **Attendance at Grievance Hearings.** Employees who have filed grievances and employees required to give testimony as witnesses in a grievance hearing shall be given time off with pay if such meetings or hearings are scheduled during their regularly scheduled work hours. Former employees, or employees on suspension, layoff, or other unpaid status shall not receive pay to attend grievance hearings.
3. **Conditions or Actions Not Grievable.** The following conditions or actions are not grievable:
 - a. Whether an established City policy or practice is appropriate.
 - b. In matters where a method of review is mandated by law or where avenues of statutory review are available such as review which may be obtained through the filing of charges with the N.M. Human Rights Bureau or Equal Employment Opportunity Commission or the filing of a Worker's Compensation Claim.
 - c. In matters where the City is without authority to act or does not have the ability to provide a remedy.

- d. Disciplinary action for a probationary, temporary, limited-term or other at-will employees.
- e. Verbal counseling, written reprimand or job abandonment.
- f. Transfers, assignments, removal from assignments, temporary upgrades and promotions.
- g. Position evaluation/audit, job evaluations, performance reviews, or selection for vacant positions.
- h. Denial or termination of self-employment / supplementary / outside employment.

J. Post-Discipline Appeal. A regular employee who has been suspended without pay, involuntarily demoted or terminated may appeal his discipline to a neutral hearing officer.

1. **Notice of Appeal.** Within five (5) business days of receipt of the Notice of Final Action, the employee must give written notice to the City Manager of the employee's intent to pursue a post-disciplinary hearing. The written notice must be hand-delivered or mailed via certified mail, return receipt requested. This deadline is of the essence and strictly enforced. An employee's failure to comply with the provisions in this paragraph, including the deadlines will render the grievance null and void.
2. **Hearing Officer.** Within fifteen (15) calendar days of receipt of the employee's notice of appeal, the City Manager will appoint a hearing officer who is a licensed New Mexico attorney or a person experienced in personnel administration.
 - a. The hearing officer shall recuse himself if, for any reason, he cannot afford a fair and impartial hearing to either party. The employee or City may ask to disqualify a designated hearing officer for cause by filing an affidavit of disqualification within ten (10) calendar days of the hearing officer's designation or immediately upon subsequently learning of the grounds for disqualification. The affidavit must state the particular grounds for disqualification. The designated hearing officer shall rule on motions for disqualification.
 - b. No person shall discuss the merits of the appeal with the hearing officer unless both parties or their representatives are present.
3. **Pre-Hearing Conference.** The hearing officer shall schedule and conduct a pre-hearing conference by such method deemed appropriate. Each party shall submit a pre-hearing statement by the date set by the hearing officer, containing the following information:

- a. A statement of the issues;
 - b. Proposed stipulations of fact;
 - c. A list of witnesses to be called and a summary of their testimony;
 - d. A list of exhibits;
 - e. Requests for discovery;
 - d. Requests for subpoenas; and
 - e. Estimated amount of time needed for the hearing.
4. **Pre-Hearing Order.** The hearing officer shall issue a Pre-Hearing Order which shall contain:
- a. The issue(s) to be heard;
 - b. Stipulations of fact;
 - c. Deadline for disclosure of all witnesses and documentary evidence;
 - d. Deadline for the close of all discovery;
 - e. Deadline for filing pre-hearing motions and the manner in which they will be heard or acted upon;
 - f. Deadline for filing proposed findings of fact and conclusions of law; and
 - g. Hearing location and date, which may be continued only for good cause.
5. **Rules of Procedure for Hearing**
- a. All hearings shall be open to the public unless the parties mutually agree to the contrary.
 - b. The hearing officer shall follow the evidentiary standards for administrative hearings.
 - c. Either party may be represented at the hearing by a person of their choosing provided the representative has submitted a written entry of appearance prior to the hearing.
 - d. The City shall be entitled to have an employee representative in the hearing room during the course of the hearing.
 - e. The hearing officer shall clear the hearing room of all witnesses if requested by either party prior to commencing the hearing.
 - f. The City shall present its evidence first.
 - g. Oral evidence shall be taken only under oath.

- h. The hearing shall be conducted in an orderly manner.
- i. The hearing officer may admit evidence if it is evidence upon which reasonable persons are accustomed to rely on for the conduct of serious affairs. The hearing officer may exclude immaterial, irrelevant or unduly cumulative testimony.
- j. The hearing officer may take administrative notice of those matters of which the courts of this State may take notice.
- k. A record of the hearing shall be made by a certified court reporter arranged by the City. If a certified court reporter is utilized, the City shall pay only the court reporter's appearance fee. No transcript shall be produced, unless one is requested by a party and such requesting party shall be responsible for the cost of the transcript.

6. **Appeal Hearing Decision**

- a. The hearing officer shall prepare a written decision upholding, reversing or modifying the disciplinary action within thirty calendar (30) days of the conclusion of the hearing or at a time mutually agreed upon by the parties at the close of the hearing. The decision shall contain findings of fact and conclusions of law. The decision shall be served on the parties by electronic mail, fax or mail. The employee or the City may appeal the hearing officer's decision to district court within 30 days after the date of the hearing officer's decision pursuant to SCRA 1-074.
- b. In the event the hearing officer has reversed or modified the disciplinary action, the hearing officer shall have the authority to only award back wages and City contributed benefits to the employee. The hearing officer shall have no authority to grant attorney fees, costs or interest in connection with any award of back wages or benefits. In the event the hearing officer awards back wages, the employee shall file a sworn statement of gross earnings and unemployment compensation since the effective date of the disciplinary action. The hearing officer shall offset earnings and unemployment compensation received during the period against the back wages awarded. After a written decision is issued, the hearing officer shall retain jurisdiction of the case for the sole purpose of resolving any disputes regarding back wages and City contributed benefits.
- c. The City shall pay the hearing officer's fees and expenses.
- d. Each party shall pay all of its own attorney fees and costs.

Section XIV: Equal Employment Opportunity

A. Statement of Purpose. The City is an equal opportunity employer and does not practice nor

tolerate unlawful discrimination, whether on the basis of race, color, national origin, religion, age, sex, ancestry, physical or mental handicap, serious medical condition, sexual orientation, spousal affiliation, gender identity or other legally protected status in the consideration of an individual for employment, duration of employment, compensation, terms, conditions, or privileges of employment.

B. Reasonable Accommodations. A reasonable accommodation is a modification or adjustment to a job or to the work environment that will enable a qualified applicant or employee with a disability to participate in the application process or to perform essential job functions. This also includes adjustments to ensure that a qualified individual with a disability has rights and privileges in employment that are equal to those of nondisabled employees. When an applicant or employee makes it known they need a modification or adjustment, the supervisor or official to whom the request is made will consider this as a request for a reasonable accommodation and promptly forward the request to the City Manager. There may also be circumstances where it is obvious that an employee has an impairment that is impacting the employee's ability to perform the essential functions of the job. In such instances, the supervisor should promptly refer the matter to the City Manager.

When an individual with a disability can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he or she will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.

The City will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to the City. Contact the City Manager with any questions or requests for accommodation.

All employees are required to comply with the City's safety standards. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until a decision is made in regard to the employee's immediate employment situation.

Individuals who are currently using illegal drugs are excluded from coverage under this policy.

C. Discrimination and/or Retaliation Prohibited. Any employee with concerns or issues about any type of discrimination and/or retaliation in the workplace shall bring these issues to the attention of their supervisor, Department Head or the City Manager as soon as they occur so that they may be appropriately investigated, documented and corrected. By the provisions of this policy and any other applicable provisions of law, employees of the City

of Rio Communities are guaranteed that they can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination or reprisal against an employee for reporting discrimination prohibited under this policy will be subject to disciplinary action by the City, up to and including termination of employment.

D. Management Responsibility

1. Any supervisory or management level staff who has been notified of an alleged violation of the City's equal employment opportunity policy must take immediate action to stop such violation and report the allegation to the City Manager and/or Mayor immediately.
2. The City Manager shall assume the responsibility for equal employment opportunity laws and regulations and is designated to assist and counsel Department Heads and investigate and resolve internal complaints of employment discrimination filed by City employees or employment applicants. The City Manager may, in his discretion, refer a complaint to a third party investigator when deemed necessary.
3. The City Manager shall be the referral officer for the City to receive notice of alleged unlawful employment practices from the equal employment opportunity commission or other appropriate federal or state agency. The City Manager shall notify the Mayor, City Council and the City Attorney upon receipt of any complaints alleging violations under this section.

E. Applicant Complaints. Any job applicant, who has been denied employment with the City of Rio Communities and believes they have been denied employment on the basis of their race, religion, creed, color, ancestry or national origin, or to age, sex, or physical or mental disability, may request that the City Council initiate an investigation into this matter.

F. Communication. The Equal Employment Opportunity policy shall be posted on City bulletin boards and communicated to employees during new hire orientation, and by other means as determined to be appropriate.

Section XV: Discrimination and Harassment Prevention

A. Statement of Purpose. The City of Rio Communities strives to provide a place of employment free of discrimination and harassment based on sex, race, religion, color, age, ancestry, national origin, sexual orientation, gender identity, genetic information, serious medical condition, disability, spousal affiliation, status as a veteran, or any other legally protected status as defined in Title VII of the Civil Rights Act of 1964 and the New Mexico Human Rights Act. All employees and job applicants are entitled to a work place or recruitment process that is free from discrimination and/or harassment. Every City employee has a responsibility to prevent discriminatory harassment (including sexual harassment) from occurring.

Discriminatory harassment within the workplace will not be tolerated. All employees are prohibited from engaging in discriminatory harassment of any other employee or other persons in the course of, or in connection with employment. Any employee, including a supervisor or member of management, who is found to have engaged in any form of discriminatory harassment in the course of his employment will be subjected to appropriate disciplinary action, up to and including termination of employment. Disciplinary action will vary depending on the severity of the infraction. The desired standard for City employee conduct and behavior is one of cooperation, mutual respect, and professionalism.

B. Scope. This policy applies to City officials, Department Heads, supervisors, employees, non-employees and volunteers subject to the City's control and authority and shall be actively enforced by City management.

C. Definitions

1. **Discrimination in the workplace.** Employment action or employment conditions that result in unfair or unequal treatment of an individual employee or group of employees based on their membership in a protected class: race, religion, sex, age, national origin, ancestry, disability, spousal affiliation, pregnancy, sexual orientation, gender identity, serious medical condition or other legally protected class.
2. **Harassment.** Any unwelcome or unwanted conduct or behavior that is based on race, color, sex, religion, national origin, ancestry, spousal affiliation, sexual orientation, gender identification, serious medical condition, age, disability or other legally protected class and is pervasive or severe and offensive both to the recipient of the conduct and to a reasonable person.
3. **Sexual Harassment.** A form of harassment that consists of unwelcome and unwanted sexual advances, requests for sexual favors, communication of a sexual nature or other verbal or physical conduct of a sexual nature that is pervasive or severe which adversely affects a person's employment relationship or working environment and is offensive both to the recipient and to the reasonable person.
4. **Retaliation.** The act of attacking in return, as in taking revenge, reciprocating, settling a score or getting even; negative or adverse action taken against an employee and/or witness because they report discriminatory harassment or provide information related to such complaints.

D. Reporting Requirements. It is everyone's responsibility to prevent discrimination and discriminatory harassment in the workplace. Any employee who believes that he has either witnessed or been subjected to any form of discrimination, harassment or retaliation on the job

is strongly encouraged to report such discrimination, harassment (including sexual harassment) or retaliation immediately to any supervisor or Department Head, or the City Manager. Any supervisory or management level staff who has been notified of alleged discrimination must take immediate action to stop such behavior and report the behavior to the City Manager or Mayor immediately. Retaliation against an individual who in good faith reports or provides information in an investigation about behavior or conduct that may violate the policy is against the law and will not be tolerated. Failure to report allegations of discrimination, harassment (including sexual harassment) or retaliation by supervisory or management level staff may subject them to disciplinary action, up to and including termination.

- E. Investigation and Findings.** Any reported violation of this policy will be thoroughly and fairly investigated. All employees shall, if asked, cooperate in the investigation or resolution of harassment complaints. The City will take appropriate disciplinary action based on the findings of the investigation. An employee whose behavior, conduct, or action is determined to be in violation of this policy will be subject to disciplinary action, up to and including termination.
- F. Retaliation Prohibited.** Retaliation against an individual who makes a report of discrimination, harassment (including sexual harassment) or testifies as a witness to a complaint is a serious violation of this policy and should be reported immediately. Any person found to have retaliated against another for reporting discrimination, harassment (including sexual harassment) or testifying as a witness to a complaint shall be subject to disciplinary action, up to and including dismissal.

Section XVI: OFF-DUTY USE OF CANNABIS BY NON-SAFETY SENSITIVE POSITIONS OR FEDERALLY MANDATED EMPLOYEES NOT PROHIBITED; EXCEPTION FOR MEDICAL CANNABIS.

A. Drug And Alcohol Abuse Policy. Drug and Alcohol Free Workplace. The City of Rio Communities does not tolerate the abuse of drugs and/or alcohol and strives to maintain a workplace that is free from the effects of drug and alcohol abuse. Employees are prohibited, under the Drug-Free Workplace Act of 1988 from the illegal use, sale, dispensing, distribution, possession, or manufacture of illegal drugs, controlled substances, narcotics, or alcoholic beverages on City premises or work sites. Employees are further prohibited from possessing, distributing, selling, or manufacturing illegal drugs outside of work hours. This does not include those activities which are authorized under the Cannabis Regulation Act (NMSA §26-2C-1 through § 26-2C-42) or the Lynn and Erin Compassionate Use Act (NMSA 1978 § 26-2B-1 through §26-2B-10), except to the extent that the City of Rio Communities has provided otherwise in this Policy. Employees violating this policy and any provision herein are subject to disciplinary action, up to and including termination. Employees shall never operate City vehicles/equipment or their own personal vehicle on City business if they are impaired and not fit to drive. Impairments can be from abuse of alcohol, drug use (illegal or legal, prescription, and over-the-counter medications), sleepiness/fatigue, headaches, vision problems, medical conditions, etc. When on-duty operation of City vehicles/equipment is necessary or job performance is impaired, it is the Employee's responsibility to immediately notify their Department Director and/or Supervisor when the Employee is impaired and not fit to drive or operate City vehicles/equipment or perform the Employee's duties. Department Directors/Supervisors must immediately suspend the Employee from the operation of any vehicles/equipment or other safety sensitive work responsibilities and immediately notify the HR Director in these situations. Department Directors/Supervisors must immediately suspend any Employee from performing his or her duties when the Employee is or appears to be impaired. Failure to report the use of such drugs or other substances which can impair job performance will result in disciplinary action. Except where excluded in this Policy, the term "drug" includes "cannabis" as that term is defined in the Cannabis Regulation Act.

B. Sale, Use and Possession of Drugs. Any Employee who illegally sells, purchases, or transfers drugs or any illegal substance, on or off duty, shall be terminated. Any Employee who, while on duty, possesses drugs or any substance in Schedules I and II of the Controlled Substances Act, Section 30-31-41 NMSA 1978, without a valid prescription or as otherwise authorized by law, shall be terminated. Any Employee who is caught consuming alcohol or using drugs, including medical cannabis, while on duty shall be terminated.

Cannabis is a controlled substance under both federal and state law. The Cannabis Regulation Act (NMSA §26-2C-1 through § 26-2C-42) permits various activities with respect to the

possession, sale and use of cannabis, even though such activities are currently prohibited by the federal Controlled Substances Act (“CSA”) (21 U.S.C. § 801 et seq.). For purposes of this Policy, whenever any action, drug or substance is characterized as illegal, it shall not be deemed to include the purchase, sale or possession of cannabis or a cannabis product from a licensed cannabis retailer or cannabis server under the provisions of the Cannabis Regulation Act or the sale, purchase, possession or use of cannabis by a qualified patient or primary caregiver under the Compassionate Use Act. However, under no circumstances may cannabis be purchased, sold, used or possessed by any Employee on City Property, while operating City vehicles/equipment, or while on duty.

C. Employee Cooperation. All Employees are expected to cooperate in the testing process. Any conduct that clearly obstructs the testing process such as tampering with the specimen or the testing procedure will result in termination of employment.

D. Call Back Duty. Employees called back to work at a time when they are off from work and not on On-Call duty status, and who have been consuming intoxicants, including alcoholic beverages, cannabis (including medical cannabis), or any other controlled substance whether or not legal, shall report this usage to the person calling them to return for special duty. The person receiving the notification from the Employee shall promptly notify the requesting Supervisor/Department Director so that another Employee may be contacted to return for special duty.

E. Employee Categories.

1. **Federally Mandated Employees.** Federally mandated Employees are those working under the rules of the United States Department of Transportation (DOT) and/or the Federal Motor Carrier Safety Administration (FMCSA). At the City of Rio Communities these are Employees whose job requires a Commercial Driver’s License (CDL). Federally mandated Employees are subject to pre-employment, post-vehicle accident, random, and reasonable suspicion testing following the rules and procedures established by DOT and FMCSA. There is no exception for any Employee who uses medical cannabis pursuant to the Lynn and Erin Compassionate Use Act or under the Cannabis Regulation Act.
2. **Safety Sensitive Employees.** Employees that are in designated Safety Sensitive positions are subject to pre-employment, post-accident, post-vehicle accident, random and reasonable suspicion testing. Designated Safety Sensitive positions include, but are not limited to, law enforcement personnel, animal control, fire Department employees, public works and road employees, facilities services employees, community and senior center employees and

others as designated by the City Administrator. These Employees are subject to pre-employment, post-accident, random, and reasonable suspicion testing following the rules and procedures established by DOT and FMSCA. There is no exception for any Employee who uses medical cannabis pursuant to the Lynn and Erin Compassionate Use Act or under the Cannabis Regulation Act.

3. Administrative Employees. All other City Employees are subject to post-offer/ pre-employment, post-accident, post-vehicle accident, and reasonable suspicion testing.

F. Drug Testing. The City of Rio Communities has a vital interest in maintaining safe and efficient working conditions for its Employees and citizens. Employees under the influence of alcohol and/or drugs pose serious safety and health risks not only to the user but also to those in contact with the user. Therefore, the City of Rio Communities will conduct Drug and Alcohol tests in compliance with accepted testing standards in the following circumstances:

2. Post-Offer Testing/Pre-Employment
3. Post-Accident Testing
4. Post-Vehicle Accident Testing
5. Reasonable Suspicion Testing
6. Random Testing

Results will be reported to the Human Resources Director after review and certification by the Medical Review Officer (MRO).

G. Categories for Drug and/or Alcohol Testing.

1. Post-Offer/Pre-Employment Testing. Post offer but prior to employment, the applicant or Employee must submit to testing for alcohol and controlled substances. The City shall not employ an individual if they refuse to submit to the drug/alcohol testing or the results indicate a positive drug test result or breath alcohol greater than .04. For positions which are not subject to federal mandates (DOT regulated) or deemed safety sensitive positions, testing for cannabis will not be included.
2. Post-Accident Testing. After an accident/incident resulting in any on the job injury which requires medical attention for the Employee(s) and/or any other person involved, and/or causes the Employee to lose time from work. It is also considered an accident when City of Rio Communities' property has been damaged. When an Employee is required to submit to a drug and/or alcohol test, the Employee will be driven to the collection site by the Department Director or Supervisor. Refusal to submit to the drug/alcohol test will be

regarded the same as a positive drug test result or breath alcohol greater than .04 and shall be deemed cause for termination.

3. Post-Vehicle Accident Testing. After a vehicle/motorized equipment accident /incident in which an Employee is involved in driving or operating a City vehicle/motorized equipment and the accident involves a fatality, or the Employee receives a citation under state or local law for a moving traffic violation arising from the accident; or if any vehicle has to be towed from the scene; or if any individual involved in the accident has to be treated for injuries away from the accident site. When an Employee is required to submit to a drug and/or alcohol test, the Employee will be driven to the collection site by the Department Director or Supervisor. Refusal to submit to the drug/alcohol test will be regarded the same as a positive drug test result or breath alcohol greater than .04 and shall be deemed cause for termination.
4. Reasonable Suspicion Testing. An Employee shall be required to undergo a drug/alcohol test if there is a reasonable suspicion that the Employee is under the influence of alcohol or drugs, including cannabis. The Department Director or Supervisor will drive the Employee to the collection site for testing. Refusal to submit to a drug or alcohol test shall be deemed cause for immediate termination. Circumstances which constitute a basis for determining “Reasonable Suspicion” may include, but are not limited to:
 - a. Physical signs
 - i. Bloodshot eyes/dilated pupils.
 - ii. Slurred speech.
 - iii. Unsteady walk/uncoordinated movements/poor reflexes.
 - iv. Shakes or tremors.
 - v. Unexplained sweating or shivering.
 - vi. Fidgeting/inability to sit still.
 - vii. Sleeping at work or difficulty staying awake.
 - viii. Unusual body or breath odor (i.e, odor of alcohol on breath).
 - ix. Deterioration in appearance/grooming.
 - b. Behavioral signs
 - i. Attendance problems – tardiness, pattern of absences or excessive absenteeism.
 - ii. Decline in performance/productivity.
 - iii. Acting withdrawn from others, secretive.
 - iv. Money problems or borrowing or stealing money.
 - c. Psychological signs
 - i. Unexplained changes in personality or attitude.
 - ii. Sudden mood changes, irritability, angry outbursts or inappropriate laughing.
 - iii. Unexplained fear or paranoia.
 - iv. Inability to focus or concentrate.

- d. Information provided by a reliable and credible source (with written documentation of when and how information was obtained/observed).
 - e. Direct observation of drug or alcohol use, including the use of cannabis.
 - f. Employees who believe that another City of Rio Communities Employee is under the influence of alcohol or drugs, should immediately report the incident to a Supervisor/Department Director. If they are not available, or in the event of immediate danger, contact local law enforcement.
 - g. The City of Rio Communities Supervisor/Department Director will respond immediately to any report of suspected intoxication or drug/alcohol use on City premises/worksites during working hours, by investigating the report, promptly documenting the basis for the “reasonable suspicion” test, enforcing the “reasonable suspicion” drug testing procedure, and taking appropriate corrective and/or disciplinary action up to and including termination and in accordance with the City’s disciplinary procedures.
5. Random Testing. Federally mandated and safety sensitive Employees (as defined above) are subject to random testing complying with the rules and procedures for random testing established by DOT and FMSCA.
6. Random Testing Procedures: The City will require the following groups to be randomly drug tested as follows:
- a. DOT regulated Employees: 50% of workforce per annum for controlled substances; 10% for alcohol.
 - b. Safety Sensitive Employees: 25% of workforce per annum.
 - c. Testing for controlled substances shall include testing for cannabis.

H. Positive Test Results.

1. Unclassified, probationary, or temporary Employees who test positive for drugs or alcohol will be immediately terminated. This includes an Employee who is not subject to DOT regulation and whose position is not deemed safety sensitive, or an employee who is a qualified patient under the Lynn and Erin Compassionate Use Act, if that employee (i) tests positive for cannabis; (ii) testing is required as a result of an accident, including a vehicular accident, or based upon reasonable suspicion, and (iii) it is determined that the employee was impaired by cannabis at the time of the accident or was under the influence of cannabis

while on duty.

2. A classified Employee who tests positive for drugs or alcohol is subject to termination unless the Employee elects to enroll in the City's Employee Assistance Program (EAP). This includes an employee who is not subject to DOT regulation and whose position is not deemed safety sensitive, or an employee who is a qualified patient under the Lynn and Erin Compassionate Use Act, if that employee (i) tests positive for cannabis; (ii) testing is required as a result of an accident, including a vehicular accident, or based upon reasonable suspicion, and (iii) it is determined that the employee was impaired by cannabis at the time of the accident or was under the influence of cannabis while on duty. Employees who elect to enroll in the EAP may use their accumulated personal leave to seek treatment. When all authorized leave is exhausted, they will be placed in a leave without pay status. Any Employee who is not cleared to return to work within ninety (90) calendar days of referral to the EAP will be terminated.

I. Voluntary Self-Referral. The City strongly encourages any Employee who believes or suspects that they may have a problem with drugs and/or alcohol to seek help from the Human Resources Department and EAP prior to any mandated drug and alcohol testing.

The initial EAP screening is free to an Employee. Any costs for required additional treatment shall be borne by the Employee. Voluntary self-referrals may use personal leave and unpaid administrative leave in order to complete the EAP. Self-referrals must be cleared to return to duty within ninety (90) calendar days of entering the EAP program or they may be terminated.

1. Non-Safety Sensitive Employees. Non-Safety Sensitive Employees will be referred to the EAP for evaluation. Such Employees are expected to be at work and performing satisfactorily unless they have been removed from duty by the EAP for treatment.
2. Federally-mandated and Safety Sensitive Employees. Federally mandated and Safety Sensitive Employees will be removed from duty, placed in an appropriate leave status, and referred to the EAP for evaluation. Such Employees may be assigned to a non-federally mandated or safety sensitive job, if available and approved by the EAP. If assigned to such a position, the Employee is expected to be at work and performing satisfactorily unless removed from duty by the EAP for treatment.
3. Mandatory Testing During and After the EAP. Employees enrolled in the EAP are subject to random drug and alcohol testing. Once an Employee has successfully completed the EAP, they shall be subject to random drug and alcohol testing in the twelve (12) month period following their return to work.

- J. Failing to Complete the EAP.** An Employee who has elected the EAP in lieu of termination, or who has self-referred to the EAP, who fails to successfully complete the EAP and all recommended follow up treatment will be terminated.

Section XVII: Care and Use of Equipment and Facilities

- A. Statement of Purpose.** All employees are required to properly maintain and utilize the City of Rio Communities' property. Willful abuse or mishandling of any City property including vehicles and/or technical resources will not be tolerated and may be grounds for disciplinary action up to and including discharge.

1. **City Vehicles.** Some positions in the City require the use of City vehicles. These are City-owned property and must be maintained in a proper fashion. Employees are responsible for maintaining vehicles and reporting problems to their Department Head. Any employee assigned a City-owned vehicle must adhere to procedures established by the City Manager, which may include a defensive driving course. City vehicles may not be used for personal business.
2. **Technical Resources.** The City of Rio Communities' technical resources including any computer, voice mail, fax or e-mail systems, cellular telephones, are provided for use in the conduct of City business and are to be reviewed, monitored and used in that pursuit. Employees may transmit or receive messages in the course of their employment on the City of Rio Communities' computer systems or other technical resources, those messages may be subject to investigation, search and review. In addition, any electronically stored communications that are received may be retrieved and reviewed without prior notice.
 - a. Employees may access those electronic files or programs that they have permission to enter. Unauthorized copying or use of computer software exposes both the City of Rio Communities and the employee to fines and/or imprisonment. Employees may not load personal software or download software from the Internet onto the City of Rio Communities' computer system and may not copy software from the City of Rio Communities for personal use.
 - b. Employees are responsible for the content of all text, audio, or images that they place or send over the Internet. All messages communicated on the Internet should include the employee's name. No messages may be transmitted under an assumed name or anonymously.
 - c. Any non-business e-mail or other electronic messages must be clearly identified as such in the subject line. Employees may not prepare or review non-business e-mail messages during work time. With regard to computer use, working time is defined as any time an employee is at his workstation and not on a designated break, regardless of whether the break is paid. Employees who encounter messages that are of a personal

or non-business purpose during work time are expected to skip the messages and review them only before or after the workday or during designated break time.

Section XVIII: On-Call Requirements and Call-Back Pay

A. On-Call (Standby) Status. Department Heads should provide employees who are required to be on-call with a schedule of the time and date that the employee must be on-call. An equitable rotation policy should be followed in requiring employees to be on-call. In addition, the following guidelines apply:

1. The employee is not required while on-call to remain on the City's premises. However, the employee must remain available by telephone or text while off site and respond to any call or message within fifteen (15) minutes.
2. If an emergency requires the employee to return to work, he must do so within one (1) hour of responding to the message.
3. The employee is not required to restrict his activities while on-call, but the employee must remain free of the influence of alcohol or illegal drugs. In addition, the employee should not take any prescription drug that adversely affects his or her ability to safely and effectively perform his or her job duties. If an employee has a medical condition and has concerns about complying with this requirement, the employee should consult with the Department Head.
4. If the employee has a conflict and is unable to be on-call during his or her assigned time, it is the employee's obligation to pre-arrange with his or her immediate supervisor for a replacement to cover the employee's on-call shift.
5. Employees who fail to respond when called and/or who fail to find a replacement may be subject to disciplinary action.

B. Call-Back Pay. When an unscheduled employee accepts management's request to report to work, the employee is in call-back status. The employee will be paid as directed by the Fair Labor Standards Act (FLSA). Non-exempt employees who are called to report to work on their regular day off or that have been recalled to work after having left the employer's premises shall be guaranteed a minimum of two (2) hours of pay at the applicable straight time or overtime rate, as applicable.

Section XIX: On-the Job Injury or Illness/Workers' Compensation

A. On-the-Job Injury or Illness Any employee who suffers an on-the-job injury or illness is required, unless incapacitated, to immediately prepare and submit a Notice of Accident form to their supervisor or Department Head. If the employee is unable to do so, the supervisor or Department Head will fill out the Notice of Accident form. An employee who suffers an on-

the-job injury or illness that requires immediate emergency treatment and returns to work on the same workday will not be charged personal leave. The supervisor or Department Head shall submit the Notice of Accident form and the required Supervisor's Investigation Report form to the City Manager or designee within seventy-two (72) hours. The injured or ill employee must sign a Worker's Authorization for Disclosure of Protected Health Information for Workers' Compensation Purposes form, Doctor Selection Notice and submit to the City Manager or designee. The City Manager or designee will send the forms (the Notice of Accident, and a New Mexico Workers' Compensation Administration – Employer's First Report of Injury or Illness) to the City's Workers' Compensation insurer for evaluation. Workers' Compensation benefits will be awarded as provided by law. Post-Accident drug testing may be required as set forth in the City's Drug and Alcohol Policy.

B. Workers' Compensation Process

1. Employees injured on the job may choose any physician for their initial evaluation and treatment.
2. Employee and supervisor or Department Head must complete all necessary forms and submit to the City Manager or designee as soon as possible.
 - a. If the employee is unable to work, the first seven (7) days after filing a Workers' Compensation claim are considered a waiting period during which no Workers' Compensation benefits are paid. The injured or ill employee will have to use personal leave or leave without pay, if necessary, during this period. After seven (7) days out of work, an injured or ill employee that has been approved for Workers' Compensation benefits may elect to be paid 66 2/3% of their average gross pay for the preceding twenty-six (26) weeks or continue using personal leave. The employee's decision to receive workers' compensation benefits or to use personal leave while out of work must be designated on an Election of Benefits Form forwarded to the City Manager or designee.
 - b. As permitted by law, the City's Workers' Compensation insurer can require an injured employee to be seen another designated physician for reevaluation and treatment.

Section XX: Conflict of Interest

- A. Employees must disclose promptly any circumstance that might constitute a conflict of interest or appear to be a conflict of interest. If such a situation develops, the employee must immediately notify his Department Director and complete a City of Rio Communities Disclosure Statement Form, pursuant to the New Mexico Governmental Conduct Act (NMSA

1978, Section 10-16-1 *et seq.*). An employee or public official of the City is required to make disclosure of potential conflicts of interest with regards to outside employment, familial relationships, and disclosure of substantial business interests. In addition, employees must complete a Disclosure Statement Form every twelve (12) months. Failure to complete the Disclosure Statement Form or failure to provide complete and accurate information may subject an employee to disciplinary action and may result in any authorization to engage in self-employment, supplemental or outside employment being terminated.

B. No employee shall:

1. Engage in any business or transaction, have a financial or other personal interest, direct or indirect, accept private employment or other public employment, or render services for private interest, which is incompatible with the proper discharge of the employee's responsibilities, which gives the appearance of impropriety, or could tend to impair his independence of judgment or action in the performance of his duties.
2. Accept any gift, whether in the form of money, service, loan, thing, or promise, from any person that could tend to impair the employee's independence of judgment or action in the performance of his duties.
3. Disclose confidential information concerning property, government or affairs of the City without proper legal authorization, or use such information to advance the financial or other private interest of self or others.
4. Accept any gift, whether in the form of money, service, loan, thing or promise, from any person which to his knowledge is interested directly in any manner whatsoever in business dealings with the City; provided however, that any such employee who is a candidate for public office may accept campaign contributions and service in connection with any such campaign.
5. Represent the private interests of any third-party in any action or proceeding before any Board or Committee before which the employee appeared on behalf of the City while an employee of the City or within one year of terminating his employment with the City.
6. Participate in the selection, in the negotiation or the making of any contract with any business or entity in which he has a direct or indirect financial interest.

Unless otherwise stated in this Personnel Policy Manual, the provisions of this Personnel Policy Manual are effective _____, __, 2022.

PASSED, APPROVED AND ADOPTED this ___ day of _____ 2022.



Mark Gwinn, Mayor

ATTEST:

Elizabeth (Lisa) Adair, Municipal Clerk

DRAFT

**STATE OF NEW MEXICO
CITY OF RIO COMMUNITIES
RESOLUTION 2022 - XX**

**RESOLUTION OF SPONSORSHIP FOR A TRANSPORTATION PROJECT FUND
AND PROJECT MATCH COMMITMENT FOR
IN RIO COMMUNITIES, NEW MEXICO**

WHEREAS, The City of Rio Communities, New Mexico, is a municipal corporation, and has the legal authority to apply for, receive, and administer state funds; and

WHEREAS, The City of Rio Communities is submitting an application for Fiscal Year 2023 Transportation Project Fund in the amount of Two Million Two Hundred Thirty-One Thousand Nine Hundred Sixty-Two dollars and Thirteen cents (\$2,231,962.13) to funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or \$2,120,364.02
- b. The City of Rio Communities proportional matching share shall be 5% or \$111,598.11

TOTAL PROJECT COST IS \$2,231,962.13

The City of Rio Communities shall pay all costs which exceed the total amount of Two Million Two Hundred Thirty-One Thousand Nine Hundred Sixty-Two dollars and Thirteen cents (\$2,231,962.13)

WHEREAS, This project will reconstruct the segment of Goodman Avenue from Damon Street to Horner Street which is approximately 0.4 miles long. In addition, a multi-use path will also be included, is an eligible project under the New Mexico Transportation Project Fund requirements, and;

WHEREAS, Theses streets are considered major local services streets by the City of Rio Communities and;

WHEREAS, The New Mexico Department of Transportation requests, as part of the application procedure, passage, and submittal of a local government resolution of support for the project.

NOW THEREFORE, BE IT HEREBY RESOLVED in official session that the governing body of the City of Rio Communities, State of New Mexico hereby supports the preparation and submittal of an application in accordance with the procedures established by the New Mexico Department of Transportation and the state of New Mexico, with Dr. Martin Moore, City Manager to submit the application on behalf of the City of Rio Communities.

City of Rio Communities Governing Body

Joshua Ramsell,
Mayor

Margaret R. Gutjahr, Mayor Pro-tem

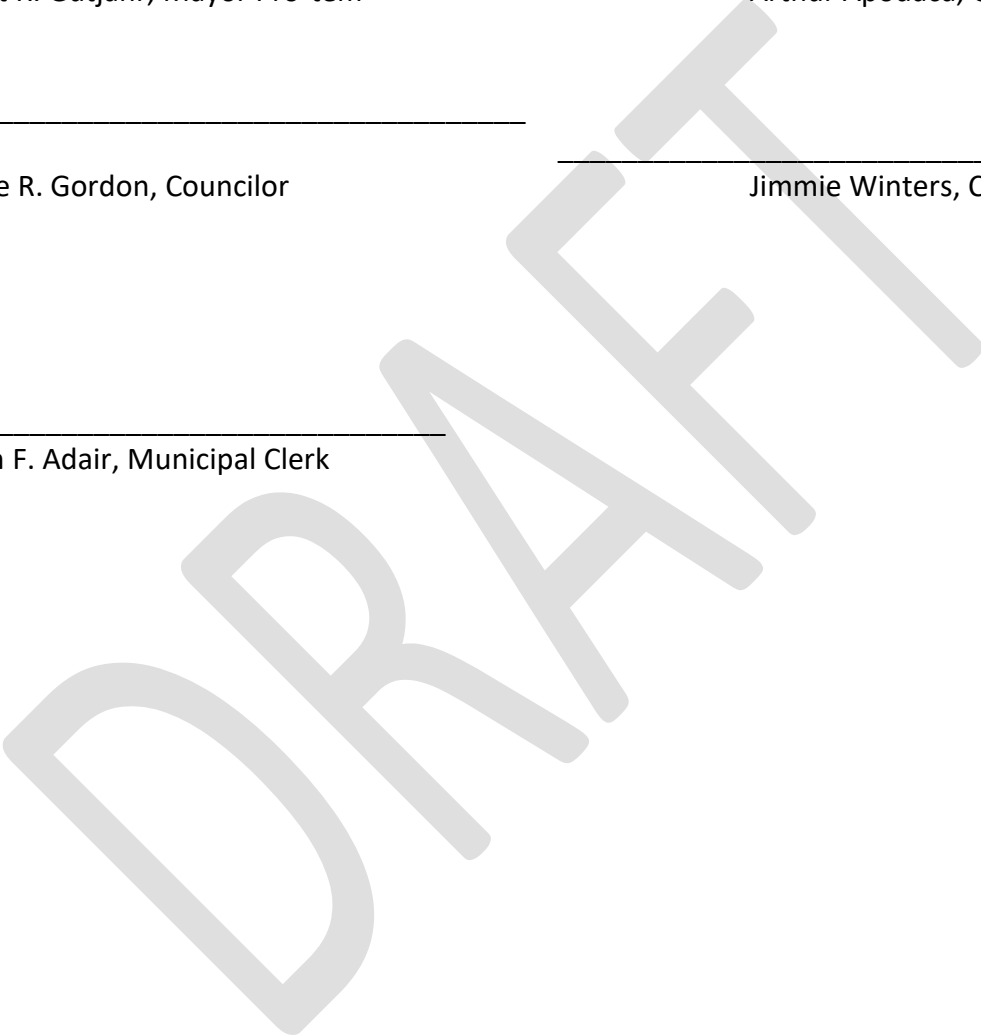
Arthur Apodaca, Councilor

Lawrence R. Gordon, Councilor

Jimmie Winters, Councilor

ATTEST:

Elizabeth F. Adair, Municipal Clerk



**STATE OF NEW MEXICO
CITY OF RIO COMMUNITIES
RESOLUTION 2022 - XX**

The City Council of the City of Rio Communities (“City”), upon the report and recommendation of the City’s Code Compliance Officer, does hereby find and determine:

1. That a dangerous building located at 94 Olsen St., Rio Communities, New Mexico (hereinafter “Subject Property”) has excessive debris, refuse, trash and other items that constitute a safety and health hazard.
2. That the safety and health and debris located within the Subject Property is a menace to the public comfort, health, safety, and wellness of the City of Rio Communities and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES:

- A. The City will remove such ruins, rubbish, wreckage, or debris within the Subject Property at the cost and expense of the Property Owner. The cost of such removal shall be payable in full. Failure to pay within 30 days of billing shall result in a lien against the Subject Property that shall be subject to foreclosure in the manner provided by law.
- B. Should the Property Owner object to the City’s removal of such burnt down building, rubbish, wreckage or debris within the Subject Property, the Property Owner shall file a written objection within ten (10) days of the posting and publishing of this resolution to the City Clerk requesting a hearing upon this resolution before the City Council of the City of Rio Communities.
- C. If the Property Owner or his/her agents in charge of the Subject Property file a written objection with the City Council within the time frame described above, the City shall fix a date for hearing upon this resolution and all objections thereto presented by the Subject Property Owner or his/her agents and at such hearing shall determine if the resolution should be enforced or rescinded.
- D. The City’s Compliance Officer is hereby directed to serve a copy of this resolution upon the owners, occupants, or agents in charge of the Subject Property. In the event the owners, occupants, or agents in charge of the Subject Property cannot be served personally within the municipality, the City’s Compliance Officer shall post a copy of this resolution upon the premise of the Subject Property and publish a copy of this resolution one time in a newspaper of general circulation in the City of Rio Communities.

PASSED, APPROVED AND ADOPTED THIS 23rd DAY OF MAY 2022 BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.

City of Rio Communities Governing Body

Joshua Ramsell,
Mayor

Margaret R. Gutjahr,
Mayor Pro-tem

Arthur Apodaca,
Councilor

Lawrence R. Gordon,
Councilor

Jimmie Winters,
Councilor

ATTEST:

Elizabeth F. Adair,
Municipal Clerk

**STATE OF NEW MEXICO
CITY OF RIO COMMUNITIES
RESOLUTION 2022 - XX**

The City Council of the City of Rio Communities (“City”), upon the report and recommendation of the City’s Code Compliance Officer, does hereby find and determine:

1. That a dangerous building located at 2292 Highway 304., Rio Communities, New Mexico (hereinafter “Subject Property”) has excessive debris, refuse, trash and other items that constitute a safety and health hazard.
2. That the safety and health and debris located within the Subject Property is a menace to the public comfort, health, safety, and wellness of the City of Rio Communities and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES:

- A. The City will remove such ruins, rubbish, wreckage, or debris within the Subject Property at the cost and expense of the Property Owner. The cost of such removal shall be payable in full. Failure to pay within 30 days of billing shall result in a lien against the Subject Property that shall be subject to foreclosure in the manner provided by law.
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PASSED, APPROVED AND ADOPTED THIS 23rd DAY OF MAY 2022 BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.

City of Rio Communities Governing Body

Joshua Ramsell,
Mayor

Margaret R. Gutjahr,
Mayor Pro-tem

Arthur Apodaca,
Councilor

Lawrence R. Gordon,
Councilor

Jimmie Winters,
Councilor

ATTEST:

Elizabeth F. Adair,
Municipal Clerk



City of Rio Communities

Public Library Policies Manual

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Mission and Goal Statements

A. Mission Statement

Mission Statement: City of Rio Communities Public Library connects all Citizens to resources, technologies, and programs, that enrich personal, educational, and cultural growth.

B. The general library goals of the City of Rio Communities Public Library shall be:

1. Provide a safe environment for all patrons
2. Provide diverse and accepting atmospheres for all patrons
3. Attract all age groups, including youth and children
4. Maintain a wide variety of materials, books, and attractions
5. Establish space for meetings, programs, and events
6. Stay up to date on materials and technology
7. Raise sufficient funds to maintain smooth library operations and sufficient library hours
8. Open one evening, one half-day weekend as part of the library hours
9. Establish a friends of the Rio Communities Library (non-profit)
10. Conduct periodic outreach to expected library patrons

Who May Use the Library

A. The library will serve all residents of the community and the public library system area, which includes Valencia County and adjacent communities. Service will not be denied or abridged because of religious, racial, social, economic, or political status; or because of mental, emotional, or physical condition; age; or sexual orientation.

B. The use of the library may be denied for due cause. Such cause may be destruction of library property, disturbance of other patrons, or any other illegal, disruptive, or objectionable conduct on library premises.

Patron Responsibilities and Conduct

It is a patron's responsibility to maintain necessary and proper standards of behavior in order to protect his/her individual rights and privileges of other patrons. If a patron creates a public nuisance, that patron may be restricted from the Library and from the use of the library facilities. Those who are unwilling to leave or do not leave within a

reasonable amount of time, after being instructed to do so by the staff, will be subject to the law.

Young Children:

The Rio Communities Public Library encourages visits by young children, and it is our desire to make this important visit both memorable and enjoyable for the child. Library staff is not expected to assume responsibility for the care of unsupervised children in the library.

Therefore, it is library policy that all children under age ten (10) must be accompanied by a parent or designated responsible person while in the library. Also, if the young child is attending a library program, we require the parent/responsible person to remain in the library throughout the program.

Disruptive Children:

Children of all ages are encouraged to use the library for homework, recreational reading, and program attendance. The library staff realizes that the library will be noisier at busy times and that children by nature can cause more commotion. However, children (whether with parents or not) who are being continually disruptive will be given a warning that he/she must settle down or will be asked to leave the library. If after a second warning the child continues to be disruptive, he/she will be asked to leave the library. If the child needs to contact a parent, they may do so and then wait with a staff person until the parent arrives.

Services of the Library

The library provides materials and resources for information, entertainment, intellectual development, and enrichment of the people of the community. The library should endeavor to:

1. Select, organize, and make available necessary books and materials.
2. Provide guidance and assistance to patrons.
3. Sponsor and implement programs, exhibits, displays, book lists, etc., which would appeal to children and adults.
4. Cooperate with other community agencies and organizations.
5. Secure information beyond its own resources when requested. (Using interlibrary loan and other resource sharing methods provided through the system and state.)
6. Lend to other libraries upon request.
7. Develop and provide services to patrons with special needs.
8. Maintain a balance in its services to various age groups.
9. Cooperate with, but not perform the functions of, school or other institutional

libraries.

10. Provide service during hours to the extent practicable which best meet the needs of the community, including evening and weekend hours.
11. Regularly review library services being offered.
12. Use media and other public relations mechanisms to promote the full range of available library services.

Responsibilities and Authorities of the Library Board (Ordinance 2020-75)

The Library Board shall be the Community representative for the City of Rio Communities Public Library and shall have the responsibility and obligation to:

1. receive gifts, bequests and donations of all kinds;
2. advise the Governing Body in formulating rules and regulations for the administration of the City of Rio Communities Public Library, not in conflict with the ordinances of the City of Rio Communities nor with the laws of the State of New Mexico;
3. post rules and regulations for public use of the library in appropriate places in the library for public inspection and information;
4. assist the Library Director in developing an annual library budget in sufficient time for the library budget to be included in the total budget for the City of Rio Communities;
5. notify the Mayor and Library Director of any vacancies on the Board and recommend persons to fill vacancies;
6. recommend to the City Manager of the City of Rio Communities nominees for appointment and/or employment of a Library Director
7. recommend to the Governing Body of the City of Rio Communities names for consideration in the appointment of Library Board members.
8. advise the library director in all matters pertaining to the management and operation of the library;
9. recommend to the City of Rio Communities Governing Body any action to maintain or administer the City of Rio Communities Public Library.

Volunteers and Friends

The Library Board encourages individuals and groups to volunteer their time and efforts in the service of the Rio Communities Public Library. In appreciation of volunteer services, the Library acknowledges the need to organize volunteer activities and provide for appropriate recognition befitting the benefit to the library and the communities it serves.

Annual recognition will be given based on the number of hours of service. This will include a listing of volunteer names in a newspaper release, a certificate of appreciation, and the addition of a book to the collection in each volunteer's name.

A library friends' group is a formal association of people who unite to plan and execute, in conjunction with library goals and the needs of the library director, programs and events to benefit the library. In particular, a friend's group is often heavily involved in fund-raising for the library and often oversees periodic book sales. Friends' groups always serve at the pleasure of the library board which is the only body with legal authority to set policy for the development of the library.

Personnel Policy

See Ordinance 2018-65 Personnel Policy Manual

Materials Selection/Collection Development Policy

A. Objectives

The purpose of the Rio Communities Public Library is to provide all individuals in the community with carefully selected books and other materials to aid the individual in the pursuit of education, information, research, pleasure, and the creative use of leisure time.

Because of the volume of publishing, as well as the limitations of budget and space, the library must have a selection policy with which to meet community interests and needs.

The materials selection/collection development policy is used by the library staff in the selection of materials and also serves to acquaint the general public with the principles of selection.

The Library Bill of Rights and The Freedom to Read Statement have been endorsed by the Public

Library Board and are integral parts of the policy.

The materials selection/collection development policy, like all other policies, will be reviewed and/or revised as the need arises.

B. Responsibility for Selection

The ultimate responsibility for selection of library materials rests with the library director who operates within the framework of the policies determined by the Rio Communities Public Library Board. This responsibility may be shared with other members of the library staff; however, because the director must be available to answer to the library board and the general public for actual selections made, the director has the authority to reject or select any item contrary to the recommendations of the staff.

C. Criteria for Selection

1. The main points considered in the selection of materials are:
 - a. individual merit of each item
 - b. popular appeal/demand
 - c. suitability of material for the clientele
 - d. existing library holdings
 - e. budget
2. Reviews are a major source of information about new materials. The primary source(s) of reviews is (are) at the discretion of the library director as is authorized by the library board.
3. The lack of a review or an unfavorable review shall not be the sole reason for rejecting a title which is in demand. Consideration is, therefore, given to requests from library patrons and books discussed on public media. Materials are judged on the basis of the work as a whole, not on a part taken out of context.

D. Interlibrary Loan

Because of limited budget and space, the library cannot provide all materials that are requested. Therefore, interlibrary loan is used to obtain from other libraries those materials that are beyond the scope of this library's collection.

In return for utilizing interlibrary loan to satisfy the needs of our patrons, the Rio Communities Public Library agrees to lend its materials to other libraries through the same interlibrary loan network, and to make an effort to have its current holdings listed in a tool that is accessible by other libraries throughout the state.

E. Gifts and Donations

The library accepts gifts of books and other materials with the understanding that they will be added to the collection only if appropriate and needed. If they are not needed because of duplication, condition, or dated information the director can dispose of them as he/she sees fit. The same criteria of selection which are applied to purchased materials are applied to gifts. Memorial gifts of books or money are also accepted with suitable bookplates placed in the book. Specific memorial books can be ordered for the library on request of a patron if the request meets the criteria established by the Board. It is desirable for gifts of or for specific titles to be offered after consultation with the library director. Book selection will be made by the director if no specific book is requested. The Rio Communities Public Library encourages and appreciates gifts and donations.

By law, the library is not allowed to appraise the value of donated materials, though it can provide an acknowledgment of receipt of the items if requested by the donor.

F. Weeding

An up-to-date, attractive, and useful collection is maintained through a continual withdrawal and replacement process. Replacement of worn volumes is dependent upon current demand, usefulness, more recent acquisitions, and availability of newer editions. This ongoing process of weeding is the responsibility of the library director and is authorized by the Library Board. Withdrawn materials will be handled in a similar manner and under the same authority as donated materials.

G. Potential Problems or Challenges

The Rio Communities Public Library recognizes that some materials are controversial and that any given item may offend some patrons. Selection of materials will not be made on the basis of anticipated approval or disapproval, but solely on the basis of the principles stated in this policy.

Responsibility for the reading of children rests with their parents or legal guardians. Selection of library materials will not be inhibited by the possibility that materials may come into the possession of children.

Library materials will not be marked or identified to show approval or disapproval of their contents, and no library material will be sequestered except to protect it from damage or theft.

H. Challenged Materials

Although materials are carefully selected, there can arise differences of opinion regarding suitable materials. Patrons requesting that material be withdrawn from or restricted within the collection may complete a "Statement of Concern About Library Resources" form which is available in the library. The inquiry will be placed on the agenda of the next regular meeting of the Rio Communities Board.

Circulation Policy

A. Registration

All borrowers must be registered and must have a valid local or system patron card to borrow library materials.

Patrons must fill out an application form to register for a new library card. The following statement will be printed on the registration form for the patron's information and acceptance:

I agree to be responsible for all items borrowed with the library card issued in the above name, including items borrowed with it by others with or without my consent unless I have previously reported the loss of my card. I promise to comply with all library rules and policies both present and future, and to give prompt notice of change of address or loss of library card.

Signature _____

Identification is required. A driver's license or student ID is preferred, however, any other official ID or recent nonpersonal piece of mail may be acceptable.

Applicants under 13 years of age must have a parent or guardian give their consent on the application form before a new card can be issued. This parental signature is not required for children who are renewing cards.

Materials cannot be checked out until a library card is issued.

All library cards expire after five (5) years. In order to renew a library card, patrons must produce identification and must clear all outstanding fines and bills.

B. Lost or forgotten cards

If a patron loses his/her library card, he should notify the library as soon as possible and request a replacement.

All patrons, adult, and juvenile are expected to bring their library cards with them if they intend to check out items. An individual who repeatedly ignores this expectation may be denied the privilege of checking out materials until they present their card at the library.

C. Loan periods

1. 3 weeks for books.
2. Generally, reference books do not circulate. Upon request, some reference materials may be checked out overnight.
3. Interlibrary loans are due the date indicated by the lending library.
4. Books may be renewed once if there is not a waiting list for the title.
5. Current issues of periodicals do not circulate.
6. Non-current periodicals may be checked out for one week and may not be renewed.
7. Two weeks for cassettes, audiobooks, and compact discs.
8. One week for DVD's.
9. Audio Visual materials are nonrenewable.

The director may establish the loan period for special collections, materials which are temporarily in great demand, such as for student projects, or materials added to the collection which are in a new format, e.g., computer software.

The 1st 30 days after receiving a new library card, patrons can borrow up to 3 items including 2 DVD's There is a limit of 10 items 30 days of having card including 2 DVD's a patron can borrow at one time, with one exception immediate access to all resources for a known school assignment.

D. Reserves

Reserves may be placed by patrons either in person or over the phone. Patrons will be notified by email or telephone when the materials are available. There is no charge to the patron for placing a reserve or for interlibraryloan services.

E. Fines and charges

There are no fines for overdue materials. A first notice is sent after the material is due. If the material is not returned within 7 days, a bill will be sent for the material with the cost of replacement of the material and a service charge for processing, cataloging and postage. Patrons who have been sent an overdue notice shall be denied borrowing privileges until those overdue materials are returned or paid for if lost and/or damaged.

F. Damaged materials

If materials are damaged so as to be judged by the librarian as being unsuitable for the collection, the patron must pay the replacement cost. A notice of these charges will be sent to the borrower; a sample of the notice follows:

Dear _____ At, the time a library patron borrows materials from the public library collection, the patron assumes the responsibility for the care and timely return of the materials. Recently materials checked out on your library card were returned to the library damaged beyond the point of being usable in the Library's collection. The titles and costs of these materials are listed below:

----- \$-----

Your assistance in clearing this matter promptly will be appreciated and will be necessary in order to retain your borrowing privileges.

Thank you in advance for your prompt response to this matter. Sincerely,

G. Confidentiality

New Mexico Library Privacy Act

§ 18-9-1 Short title.

This act [18-9-1 to 18-9-6 NMSA 1978] may be cited as the "Library Privacy Act".

History: Laws 1989, ch. 151, § 1.

§ 18-9-2 Purpose.

The purpose of the Library Privacy Act [18-9-1 to 18-9-6 NMSA 1978] is to preserve the intellectual freedom guaranteed by Sections 4 and 17 of Article 2 of the constitution of New Mexico by providing privacy for users of the public libraries of the state with respect to the Library materials that they wish to use. History: Laws 1989, ch. 151, § 2.

§ 18-9-3 Definitions.

As used in the Library Privacy Act [18-9-1 to 18-9-6 NMSA 1978]:

- A. "Library" includes any Library receiving public funds, any Library that is a state agency and any Library established by the state, an instrumentality of the state, a local government, district or authority, whether or not that Library is regularly open to the public; and

B. "patron record" means any document, record or other method of storing information retained by a Library that identifies, or when combined with other available information identifies, a person as a patron of the Library or that indicates use or request of materials from the Library. "Patron record" includes patron registration information and circulation information that identifies specific patrons. History: Laws 1989, ch. 151, § 3.

§ 18-9-4 Release of patron records prohibited.

Patron records shall not be disclosed or released to any person not a member of the Library staff in the performance of his duties, except upon written consent of the person identified in the record, or except upon court order issued to the Library. The Library shall have the right to be represented by counsel at any hearing on disclosure or release of its patron records. History: Laws 1989, ch. 151, § 4.

§ 18-9-5 Exceptions.

The prohibition on the release or disclosure of patron records in Section 4 [18-9-4 NMSA 1978] of the

Library Privacy Act shall not apply to overdue notices or to the release or disclosure by school libraries to the legal guardian of the patron records of unemancipated minors or legally incapacitated persons. History: Laws 1989, ch. 151, § 5.

§ 18-9-6 Violations; civil liability.

Any person who violates Section 4 [18-9-4 NMSA 1978] of the Library Privacy Act shall be subject to civil liability to the person identified in the released records for damages and costs of the action as determined by the court. History: Laws 1989, ch. 151, § 6.

The Rio Communities Public Library adhere strictly to all sections of this Statute regarding the protection of the confidentiality of its users.

Reference Service Policy

The Rio Communities Public Library:

1. will provide information in the form of short answers to specific questions and guidance in locating material for patrons who appear in person, call on the telephone, or request information through correspondence;
2. will assist patrons in the use of the Library and teach basic research methodology, when appropriate (this includes providing help in developing a research strategy and advice on whether a trip to the Library would be worthwhile for individuals who telephone);
3. will provide bibliographic verification of items both in the Library and not owned by the Library and will assist patrons in obtaining materials through interlibrary loan, when appropriate;
4. may refer library users to other agencies and libraries in pursuit of needed information;
5. may use not only the Library's resources in printed form but consult appropriate digital resources as well as the regional resource library and other agencies by

telephone in pursuit of "ready reference" information.

Programming Policy

A "program" is a planned interaction between the library staff and the program participants for the purpose of promoting library materials, facilities, or services, as well as offering the community an informational, entertaining, or cultural experience.

Programming includes such activities as story times, films and activities on no-school days, summer library program for children, speakers for young adults, and book or author discussion groups for adults.

The board, in conjunction with the library director, will establish a budget and goals for programming to facilitate the effective implementation of this service.

Public Relations Policy

- A. Public relations goals of the Rio Communities Public Library are:
to promote a good understanding of the Library's objectives and services among governing officials, civic leaders, and the general public; to promote active participation in the varied services offered by the library to people of all ages.
- B. The Board recognizes that public relations involve every person who has connection with the Library. The Board urges its own members and every staff member to realize that he or she represents the library in every public contact. Good service supports good public relations.
- C. The director will be expected to make presentations and to participate in community activities to promote library services. A reasonable amount of library time will be allowed for preparation and speaking. Materials to be used by press, radio, or television will be approved by the director.
- D. The board will establish a publications budget to cover costs related to printing, publication, supplies, and miscellaneous needs related to the public relations effort.

Equipment Use Policy

A computer is available to patrons on a first-come, first-served basis. Instructions for operating hardware are displayed near the computer. There is no charge for use of the computer; however, in order to make the service available to as many patrons as possible, a time limit for usage has been imposed. That time limit is thirty (30) minutes.

Library staff is available for general assistance in using the computer. However, staff are not expected to train patrons in the use of application programs. Tutorial manuals will be provided when available.

A multi-use copier/printer is available. Printer paper will cost \$.10 for black and white ink and \$.50 for colored per side and must be paid for at the conclusion of the session.

Copy machine users are advised that there are restrictions on copyrighted materials. Any violation of copyright is the responsibility of the copy machine user.

Internet Use Policy

The Rio Communities Public Library is providing access to the Internet as a means to enhance the information and learning opportunities for the citizens of the library's service area. The Library Board has established the Internet use policy to ensure appropriate and effective use of this resource.

Access to the Internet is available to all patrons; however, pursuant to the Child Internet Protection Act (CIPA)

https://www.fcc.gov/sites/default/files/childrens_internet_protection_act_cipa.pdf this service may be restricted at any time for use not consistent with the guidelines. Parents of minor children must assume responsibility for their children's use of the library's Internet service; prior to being granted access to the Internet, anyone under 18 years of age, along with a parent or guardian, must sign the Internet Use Agreement. All users must sign the log-in chart prior to beginning their session.

Expectations:

Users should be aware that the inappropriate use of electronic information resources can be a violation of local, state, and federal laws and can lead to prosecution. The user will be held responsible for his/her actions using the Internet. Users are expected to abide by the policies below which include generally accepted rules of network etiquette. Unacceptable uses of the service will result in the suspension or revocation of Internet use privileges.

Warnings:

The Internet is a decentralized, unmoderated global network; the Rio Communities Public Library has no control over the content found there. The library will not censor access to material nor protect users from offensive information, and it is not responsible for the availability and accuracy of information found on the Internet.

The library cannot assure that data or files downloaded by users are virus-free. The library is not responsible for damages to equipment or data on a user's personal computer from the use of data downloaded from the library's Internet service.

The use of the Internet and e-mail is not guaranteed to be private. Messages relating to or in support of illegal activities will be reported to the proper authorities.

Guidelines:

- Users may use the Internet for research and the acquisition of information to address their educational, vocational, cultural, and recreational needs.
- Users may use the Internet for the receipt and transmission of electronic mail (e-mail) as long as they use a free email service which will establish and maintain an account for them; the library is unable to manage e-mail accounts for any organizations or individuals.
- Internet use is offered in thirty (30) minute sessions on a first-come, first-served basis; each user is allowed one session--if there is no patron waiting for the service at the end of a session, the user can have another session, but once having had the service for 30 minutes the user must abandon use of the Internet if another patron requests use of the service.
- Users will respect and uphold copyright laws and all other applicable laws and regulations; they will not use it for illegal purposes.
- Users will respect the rights and privacy of others by not accessing private files.
- Users agree not to incur any costs for the library through their use of the Internet service.
- Users shall not create and/or distribute computer viruses over the Internet.
- Users shall not deliberately or willfully cause damage to computer equipment, programs, or parameters.

Meeting Room Policy

The library or another room in the City Hall multi use complex shall follow the building use policy of the City.

The fact that a group is permitted to meet at the library does not in any way constitute an endorsement of the group's policies or beliefs by the library staff or Board.

The room may be reserved no more than ninety days in advance.

It is understood that library programming will have first priority in room use.

Refreshments may be served and shall be provided by the group. No smoking is allowed.

A refundable cleaning/damage deposit is required as stated in the building use policy. The people using the room shall leave it in neat, clean, orderly condition; if not, the group/individual will forfeit the deposit and may be given notice that continued offense will result in additional deposits or denied access to the meeting room.

The library is not responsible for any equipment, supplies, materials, clothing, or other items brought to the library by any group or individual attending a meeting.

The Library Board, Librarian and staff do not assume any liability for groups or individuals attending a meeting in the library.

Displays and Exhibits Policy

As an educational and cultural institution, the Rio Communities Public Library welcomes exhibits and displays of interest, information, and enlightenment to the community. Displays of handiwork, historical material, nature study, or any other material deemed of general interest may be exhibited. The librarian/director shall accept or reject material offered for display based on its suitability and availability.

The Library assumes no responsibility for the preservation or protection, and no liability for possible damage or theft of any item displayed or exhibited. All items placed in the Library are there at the owner's risk.

Areas available to the public for displays and exhibits are the glass exhibit case, the meeting room, and the general bulletin board. A release must be signed by the exhibitor before any artifact can be placed in the library. An example of the release follows:

Rio Communities Public Library Display and Exhibit Release

I, the undersigned, hereby lend the following works of art or other material to the Rio Communities Public Library for exhibit purposes only. In consideration of the privilege of exhibiting them in the Library, I hereby release said Library from responsibility for loss, damage, or destruction while they are in the possession of the Library.

*Exhibition to be held in the _____
During _____
Description of materials loaned _____*

*Signature _____ Date _____
Address _____ Telephone _____*

Public Notice Bulletin Board Policy

Bulletin board materials may be submitted for posting by nonprofit organizations for civic, educational, or cultural purposes. Such organizations may submit literature publicizing a specific event. Limited space generally allows only short-term notices. The director must approve all postings and may prohibit postings which do not meet library standards. Library staff will place and remove postings promptly.

Each item posted must be dated and signed. A request for return of items, along with name and telephone number of person to be contacted, should be printed on the back of

each article. Unless such arrangements are specified, items must be picked up the day following the date of the publicized event if the owners want them returned. Otherwise, the library will not be responsible for returning materials.

Disasters Policy

Fire

Do not panic, but do not under-estimate the potential danger to customers or staff represented by a fire. At the first indication of smoke or flame, investigate the situation to determine location and extent of the fire. If the fire can obviously be contained and extinguished quickly and safely by staff, proceed to do so. However, if there is any doubt about whether the fire can be controlled, immediately call 911 or the fire department and then clear the building.

The time to think about fires is before they happen. Familiarize yourself with the type, location, and application of the fire extinguisher(s) in the building. Orient all staff and volunteers to this information. If you share a building with another agency and it occasionally initiates fire drills, library staff should respect those training exercises and respond as they would in the case of a real fire.

Health emergencies

Staff members should exercise caution when administering first aid of even a minor nature because of the safety of the injured individual and the potential liability of the staff member. Without specialized training it is not advisable for staff to undertake more than keeping the sick or injured patron comfortable and protected from needless disturbance until medical help can be obtained. Since each case is unique, staff members should use their own judgement to do what is prudent and reasonable.

The Rescue Squad/Police (911 if available) should be called immediately in the event of any serious problem. No medication, including aspirin, should ever be dispensed to the public.

Bomb threats

Keep the caller on the line as long as possible. Ask the caller to repeat the message and try to write down every word spoken by the person. If the caller does not indicate the location of the bomb or the time of possible detonation, **ASK FOR THIS INFORMATION.**

Pay particular attention to peculiar background noises such as motors running, background music and any other sounds which may indicate where the location from which the call is originating.

Listen closely to the voice (male, female), voice quality (calm, excited), accents and speech impediments.

Immediately after the caller hangs up, call the police. Clear the building. The police will handle the actual bomb search.

Inclement Weather

The library will follow the recommendation and actions of the city (or village) between 8:30 a.m. and 5:00 p.m., Monday through Friday. Closing during other days and hours will be at the discretion of the Librarian/Library Director.

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APPENDICES:

Library Bill of Rights (<http://www.ala.org/ala/oif/statements/pols/statementsif/librarybillrights.htm>)

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.

VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

VII. All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; January 23, 1980; January 29, 2019.
Inclusion of "age" reaffirmed January 23, 1996.

Although the Articles of the *Library Bill of Rights* are unambiguous statements of basic principles that should govern the service of all libraries, questions do arise concerning application of these principles to specific library practices. See the documents designated by the Intellectual Freedom Committee as [Interpretations of the Library Bill of Rights](#)

The Freedom to Read Statement

<http://www.ala.org/ala/oif/statementspols/ftstatement/freedomreadstatement.htm>

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label "controversial" views, to distribute lists of "objectionable" books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to counter threats to safety or national security, as well as to avoid the subversion of politics and the corruption of morals. We, as individuals devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary individual, by exercising critical judgment, will select the good and reject the bad. We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they are prepared to sacrifice their heritage of a free press in order to be "protected" against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the Internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy or unwelcome scrutiny by government officials.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the

danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read. We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings.

The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

1. *It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority.*

Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

2. *Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated.*

Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.

3. *It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.*

No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.

4. *There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.*

To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

5. *It is not in the public interest to force a reader to accept the prejudgment of a label characterizing any expression or its author as subversive or dangerous.*

The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for others. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

6. *It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information.*

It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive. Further, democratic societies are more safe, free, and creative when the free flow of public information is not restricted by governmental prerogative or self-censorship.

7. *It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can*

demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.

The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said. Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties and deserves of all Americans the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publishers Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.

Adopted June 25, 1953, by the ALA Council and the AAP Freedom to Read Committee; amended January 28, 1972; January 16, 1991; July 12, 2000; June 30, 2004.

Form: Statement of Concern About Library Resources

See Librarian for Form

Form: Library Card Application:

See Librarian for Form

DRAFT

Attn:

**Mayor Joshua Ramsell
City of Rio Communities
360 Rio Communities Blvd.
Rio Communities, NM 87002**

**Proposal: Strategic Advisory Services, Revenue Enhancement,
Strategic Sourcing, Process Optimization & Change
Management Advisory Services**

Submitted: May 10, 2022

From:

**PGV Advisors, LLC
3348 Peachtree Road NE
Suite 700
Atlanta GA 30326**

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Introduction:

PGV Advisors is pleased to present this agreement to provide Revenue Enhancement, Process Improvement, Strategic Sourcing and Expense Reduction services to the City of Rio Communities, New Mexico. PGV has assembled a team of seasoned specialists who are prepared to collaboratively bring together their years of industry and government business expertise to assist the City of Rio Communities obtain an improved cost and revenue model. The improved better financial structure will allow the City to reallocate resources to fund other strategic initiatives.

Key Objectives:

- PGV will Identify areas where additional revenue can be brought for the City and develop implementation plans to realize the revenue
- PGV will perform an assessment along with benchmark for The City of Rio Communities utilizing its proprietary database to identify cost categories with the greatest potential for reduction in cost
- Identified spend categories will be evaluated, solutions developed and implemented that will provide the City of Rio Communities with significant annual cost savings

Firm Background and Focus:

PGV Advisors, with offices in Atlanta, Charlotte, Houston, Little Rock, New York, Tampa and other places, focuses on helping organizations grow profitably by improving their cost structure, enhancing revenue and improving their internal business processes. Research has shown that organizations, on average, do not effectively manage approximately 40% of their total spend leaving opportunity to deliver significant savings.

Benefits clients enjoy by working with PGV:

- **Revenue Enhancement** – Identify areas where additional revenue can be earned
- **Improved Total Cost Model** - Access to their current products and services at a lower total cost, *on average 18% lower* than their current cost structure
- **Vendor Management Program** - Stronger and better managed vendor relationships
- **Sustainability** – Access to tools and training which provide visibility and control over spend
- **Ongoing support** in data management, market research and spend category expertise
- **Flexible service delivery model** designed based upon each client’s specific requirements

City of Rio Communities, NM

Agreement

PROJECT DESCRIPTION:

PGV Advisors seeks to provide value for the City of Rio Communities, New Mexico by conducting a thorough analysis of existing revenue models and spend categories. Through this process PGV will help identify opportunities for the City to benefit from:

- 1) Improved revenue enhancement areas
- 2) Improved vendor pricing on prospective purchase of goods and services and
- 3) Recovery of vendor overpayments

Our approach considers that every organization has a different culture therefore we invest the time to understand users' needs and develop practical solutions that drive higher revenue and lower total cost model.

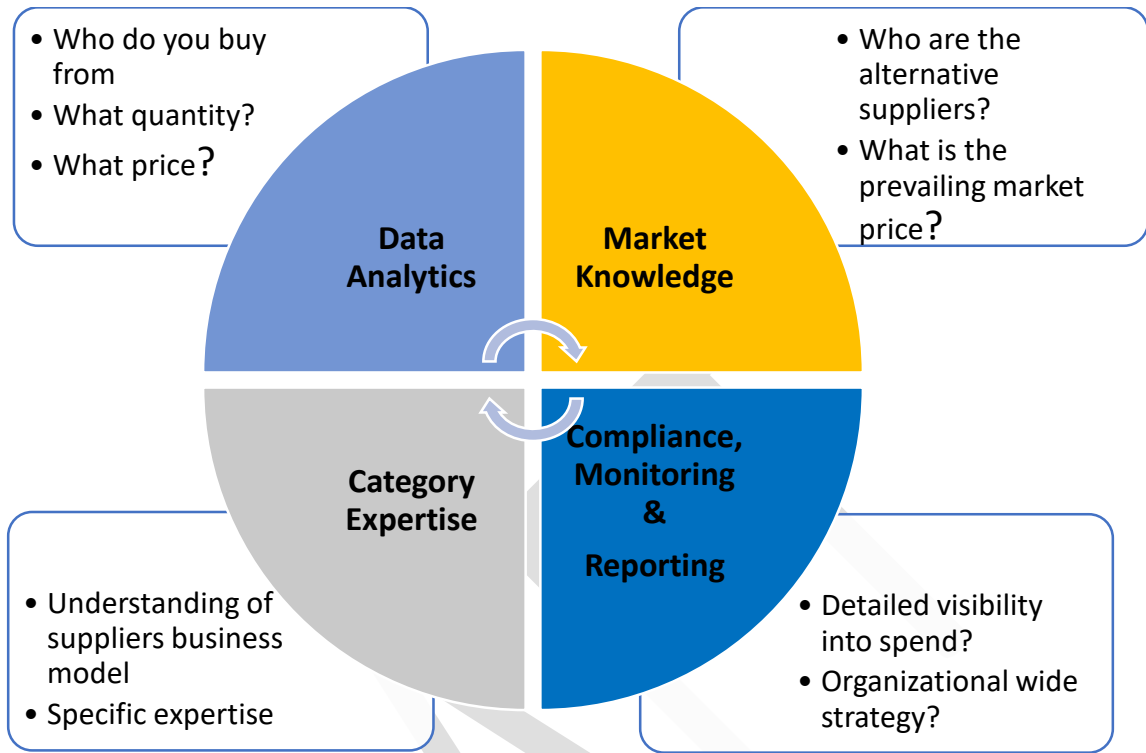
Revenue and Procurement organizations are typically not allotted the resources necessary to manage the data and market expertise required to administer the hundreds of categories under their supervision. Recognizing this, PGV has built a solution that allows our clients to tailor a solution to meet their specific resource needs in the areas of data analytics, market research, category expertise and compliance management.

Our team becomes an extension of your existing team, and you maintain control of the process.

Potential Revenue Enhancement Opportunities

- a) **Cars on the road without insurance (state implied fines)**
- b) **Increase alcohol/tobacco tax revenue**
- c) **Optimization of unused properties for alternative purposes**
- d) **Various state and federal grants**
- e) **Smart City solution grants and funds**
- f) **Grants from philanthropists and family offices**
- g) **Develop vocational training centers and attract people**
- h) **New cell tower revenue**
- i) **Solar farm incentives**
- j) **Affordable housing solution**

Components of spend management



Potential Savings Opportunities

The following highlights range of savings we have recently achieved for clients by categories of spend:

| <u>Spend Category</u> | <u>Range of Savings</u> |
|--|-------------------------|
| Real Estate, Facilities and Maintenance | 15% - 25% |
| Telecommunications | 20% - 40% |
| IT (Hardware, Software, Services) | 10% - 18% |
| Temporary Labor and Professional Services | 8% - 15% |
| Insurance (Health and Non-Health) | 7% - 12% |
| Logistics (Parcel, Road, Ocean and Air) | 8% - 12% |
| Equipment, Vehicle Rental | 9% - 17% |
| Office Supplies, Printing, Shop Supplies, Furniture | 12% - 35% |
| Travel (Air, Car, Hotel, Policies) | 9% - 25% |
| P-Card, Ghost Card, Travel Card Programs | 1% - 3% |
| Marketing & Promotional Services | 7% - 18% |

City of Rio Communities, NM

Agreement

Scope of work would consist of the following:

To secure these benefits, PGV will develop a comprehensive strategy to identify, validate secure the pricing benefits and refunds of overpayments. Analysis can be conducted upon receipt of financial data by City of Rio Communities, with strategic sourcing efforts following once the strategy is developed. Strategic initiatives will be created as it relates to the category, led by our category expert advisors and technological resource tools.

Project activities will be performed in phases as follows:

- Analyze current and comprehensive yearly spend data;
- Categorize the data and develop strategic sourcing and savings initiatives which can be guided into implementation as needed;
- Provide initiative implementation and change management guidance for all areas of categorical spend;
- Negotiate new and existing vendor contracts to achieve perpetual savings;
- Provide expert advice in all realms of business (insurance, technology, facilities management, travel, marketing and exhibitions, and others.)

Identify and fully describe any work to be performed by City of Rio Communities:

- Provide requested data on timely basis
- Provide access to people to interview and meet as required
- Make necessary decisions based on facts

PROJECT FEASIBILITY

PGV has assembled a team of advisors and consultants who are well versed in cost reduction over a broad range of expense categories as well as experienced in project management, change management and strategic solution development.

PGV will develop and present strategies and solutions that will require decision of City leaders. For the City to enjoy the full benefit of the strategies, PGV must have access to the proper stakeholders and high-level individuals with decision making authority; in addition, access to all City-wide financial reports, spend data by vendor and applicable category contracts.

PROJECT SCHEDULE

Assessment Phase: First 2 months
Implementation Phase: 3 to 5 years

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PROJECT FINANCING PLAN

Implementation Phase:

PGV has designed a “No Risk” solution for the City which will not require the allocation of financial resources for implementation phase. Instead, the project will be performed on a success fee basis and, as such, the City of Rio Communities will only be required to pay a fee when they have received enjoyment of the benefits delivered by PGV’s efforts.

PGV believes that the level of expertise and the proprietary market intelligence it has collected will yield significant financial benefit for the City. The savings delivered by PGV will be enjoyed by the City over multiple years.

PGV is proposing the following fee terms:

| | |
|--|---|
| Prospective Cost Savings & Revenue Enhancement | 25% of net improvements payable monthly for a 7 year period |
| Grants, Donations and Bonds | 25% of gross funds received |
| Vendor Recoveries (Refunds/Credits/Rebates) | 50% of secured recoveries payable upon receipt or credit to account |
| Project Based Fee Structure | 6% to 10% upcharge through vendors or agreed with the City of Rio Communities |

- Success fee: delivered revenue enhancement and cost savings based on value created by PGV efforts. Delivered improvement is defined as the new annual calculated cost/benefit as compared to your current cost/benefit structure which will be approved by City of Rio Communities management.
- Out of pocket expenses will be billed separately and approved by management in advance.

Out of pocket costs will be listed separately and billed at the actual amounts incurred. Normally, these amounts relate to travel related costs. Time spent in legal and regulatory matters or proceedings arising from our engagement, such as subpoenas, testimony, or consultation involving private litigation, arbitration, industry or government regulatory inquiries whether made at the City of Rio Communities’ request or by subpoena, will be billed to the City of Rio Communities separately.

If the contract is cancelled for any reason by the City of Rio Communities, PGV will be eligible to receive all the projected fees based on only the benefits implemented and based on the signed contract terms by the City.

Payment Terms

City of Rio Communities will be billed monthly, and payment is due upon receipt via Automated Clearing House (ACH) transfer. City of Rio Communities will be invoiced on the 1st of each month.

PROJECT COMMUNICATIONS

Monthly, the project team will assess progress of the project and meet with management to report status and to obtain management decision where necessary. Timing of these meetings will be determined at the commencement of the project.

Management responsibilities:

We will require management's cooperation during the course of our services. Management is responsible for:

- making all management decisions and performing all management functions;
- designating an individual who possesses suitable skills, knowledge and/or experience, preferably within senior management, to oversee our services;
- providing the facts, circumstances and assumptions relevant to the specific assignment and informing us of changes in facts, circumstances, and assumptions;
- providing access to all financial records and related information and to management and personnel with information of relevance pertaining to the specific assignment;
- participating in status meetings at mutually agreeable times and being reasonably available for consultation when management decisions or further information is required; and
- Evaluating the adequacy and the results of the services performed and accepting responsibility for such results.

Change Order or Scope Change

Any new activities apart from agreed upon categories can be added by agreeing between both parties through email confirmation, with specific reference to this agreement, and will become part of this agreement. All project completion approval can be done through email confirmation, with specific reference to this agreement.

Electronic transmittals

During the course of our engagement, PGV or the City of Rio Communities may need to electronically transmit confidential information to each other and to other entities engaged by either party. E-mail is a fast and convenient way to communicate. However, e-mail is not a secure means of communication and thus, confidentiality could be compromised. City of Rio Communities agrees to the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between PGV and the City of Rio Communities and between PGV and third-party service providers or other entities engaged by either PGV or the City of Rio Communities.

Standards of performance and business risk allocations

We will perform our services in conformity with the terms expressly set forth in this AGREEMENT, including all applicable professional standards. Accordingly, our services shall be evaluated solely on our substantial conformance with such terms and standards. Any claim of nonconformance must be clearly and convincingly shown.

If because of a change in the City of Rio Communities' status or due to any other reason, any provision in this agreement would be prohibited by, or would impair our independence under, laws, regulations, or published interpretations by governmental bodies, commissions, or other regulatory agencies, such

City of Rio Communities, NM Agreement

provision shall, to that extent, be of no further force and effect and the agreement shall consist of the remaining portions.

City of Rio Communities hereby authorizes PGV to pursue cost savings identified above without impacting the City of Rio Communities' operations. While PGV, with the prior permission of City of Rio Communities, may pursue changing providers, City of Rio Communities is not required under any circumstances to change vendors. Any recommendations used by City of Rio Communities to implement changes within twenty-four months of submission or during the PGV's review shall be deemed accepted by City of Rio Communities. The corresponding fee as set forth in this Agreement shall be due and payable to PGV. In addition, recommendations for one location are applicable to all locations. Upon notification that implementation of approved changes has been completed, City of Rio Communities agrees to provide PGV with a copy of the subsequent two months of invoices in order to validate that implementation has correctly occurred.

BUSINESS CASE STATEMENT

- (i) PGV Advisors aim to increase and grow value, perpetual savings, and increase internal employee productivity for City of Rio Communities. Our analysis will provide the basis of all recommendations and proper engagement with internal individuals at City of Rio Communities will help us to present all strategic plans for the best interest of City of Rio Communities.
- (ii) The benefits of working with PGV Advisors will be tangible and proven prior to execution. We base all recommendations on facts and proper analysis of such facts, matched with industry expertise and marketplace surveys, will support any strategic plan drafted and presented by PGV. Our strategic efforts will help internal employees by streamlining workflows with efficient tools, addressing costly work dynamics and possibly in other avenues. We would seek to provide guidance on strategic plans which can affect those in the surrounding area of City of Rio Communities and New Mexico on many levels.
- (iii) Identify any anticipated public support or opposition, as well as any anticipated government support or opposition, for the project. N/A
- (iv) In the event that we are awarded the project, we would capture projected changes.
- (v) Explain the strategy and plans that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the project: N/A
- (vi) Specify the strategies or actions to mitigate known impacts of the project. N/A
- (vii) The key benefit of the project is that it will create additional capital that will allow the City of Rio Communities to invest in social, environmental and growth capital projects.
- (viii) Describe compatibility with the local comprehensive plan, local infrastructure development plans, the capital improvements budget, or other government-spending plan: N/A
- (ix) Provide relevant proposer cost, quality, methodology, and process for identifying the project and time frame data. N/A

CONTACTS

(i) Primary Contacts:

Sam Datta, Principal and Co-Founder
Direct dial: (678)571-3895
Email: sdatta@pgvadvisors.com.

(ii) PGV is legally formed as a Delaware LLC by its two founders, Sam Datta of Atlanta and Christopher Clabby of Tampa.

(iii) PGV was formed in 2015 as an independent company; however, it was operated by the current principals as a division of a larger consulting firm for a number of years prior to being spun off from its parent.

(v) Provide a current or most recently audited financial statement of the firm or firms and each partner with an equity interest of twenty percent or greater for project proposals over \$20 Million.

N/A

(vi) Identify any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to any State of New Mexico and/or City of Rio Communities, New Mexico conflict of interest laws.

N/A

City of Rio Communities, NM

Agreement

Authorization

The terms in this agreement shall survive its completion or termination by either party. If any portion of this agreement is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

Please confirm your acceptance of this agreement by signing below and returning one copy to us. We appreciate the opportunity to work with the City of Rio Communities and assure you that this engagement will be given our closest attention.

Very truly yours,

PGV Advisors, LLC

Date: _____

Sam Datta
Principal
PGV Advisors, LLC
3348 Peachtree Road NE
Suite 700
Atlanta GA 30326

Agreed and Accepted by:

Date: _____

Mayor Joshua Ramsell
City of Rio Communities
360 Rio Communities Blvd.
Rio Communities, NM 87002

RESUMES

Sam Datta, Co-Founder & Principal



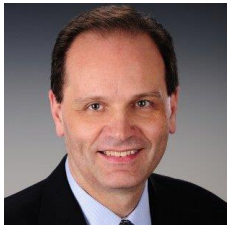
As a Principal of PGV, Sam co- leads our national team of professionals as well as developing our Atlanta and Houston market segment. Sam faces every challenge with sheer tenacity and conviction to succeed. As a Senior Executive and Board Member Sam builds enterprise value by reducing operating cost, finding new revenue streams through new channels, new markets, new products, and expanding the global footprint.

Sam’s ability to drive cost down and improve revenue span a 25-year career with Fortune 100 companies and small to midsized companies whose yearly revenue ranging from \$10m to \$20 billion. Cumulatively Sam has delivered over \$2 billion in cost reduction through various initiatives. Sam

managed over 15 acquisitions, quadrupled companies’ revenue through globalization and doubled EBITDA in three years.

Sam’s Specialties: Private Equity, Turnarounds, EBITDA Improvement, Cost Reduction, Revenue Acceleration, Margin Enhancement, P&L Responsibility, Multiple Expansion, Portfolio Company, Strategic Planning, Transportation & Logistics, Aviation, Manufacturing, Distribution, Professional Services, Technology, and International Business.

Christopher Clabby, Co-Founder & Principal



As a Principal of PGV, Chris co-leads our national team of professionals as well as developing our New York and Florida market segment. Chris expertise is working with business owners and corporate executives to identify business challenges and leading the development and implementation of cross functional finance, tax and operational solutions that deliver measurable value.

While most advisors are subject matter experts in a narrow area, Chris broad base of experience in tax, finance, operations and M&A has allowed him to deliver a higher level of value to each of his clients. With the ability to lead teams focused on profit improvement, Chris has helped deliver hundreds of millions of dollars of value to organizations ranging from privately owned middle market businesses to Fortune 25 companies. With nearly 30 years of experience in professional services, the last 15 in various leadership roles, Chris has served as a managing partner and practice leader for an international accounting and consulting firms as well as having previously developed and led a successful financial advisory practice focused on delivering finance, operation and tax solutions.

Chris has served clients in a wide variety of industries and sizes from start up to Fortune 50. In each situation, he has helped them to achieve their financial and operational goals by first understanding their finance and operational challenges and then developing a solution customized to help their organization capitalize on the opportunities.

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Paul Marchena, Managing Director - Insurance



As a Managing Director of PGV, Paul leads our national Risk Management and Insurance practice. Paul has over 19 years of experience in the risk management consulting and insurance placement arena. His industry specialization areas are manufacturing, distribution, and public entities. In his role Paul provides executives with general risk management and insurance placement advice, business continuity, crisis management, risk control, and other operational risk management issues. He brings a wealth of experience in both the risk management consulting and insurance placement markets.

Paul’s team focuses on bringing their clients a customized Risk Management Solution which addresses their complete needs from supply chain risks to employee benefits and privacy and data security liability. Paul and team have extensive experience in manufacturing, distribution and restaurant industries.

He began his career as an underwriter trainee at Royal Sun Alliance and proceeded to work for PricewaterhouseCoopers as a risk consultant working on domestic and international clients. Subsequently, Paul was asked to become manager of the retail insurance practice for Marsh & McLennan in their Grand Cayman office. In this role he provided day-to-day client management services for a wide spectrum of regional clients. During Paul’s tenure his team assisted several large organizations respond to and mitigate their large claims in the aftermath of hurricane Ivan in 2004.

In 2006 Paul was recruited by Willis where he continued to assist several Caribbean regional executives with advisory services similar to his current role with Atlas. He has co-lead situational role playing and helped critique and design business continuity solutions.

Paul obtained his degree in Risk Management & Insurance from the prestigious Terry College of Business at the University of Georgia. He holds the Chartered Property & Casualty Underwriter (CPCU) and Associate in Risk Management (ARM) designations. He is also actively involved on a board level with several non for profit community organizations.

Frederick Esters, Director



Frederick is a Client Advisor with 30 years of industry experience.

Specialty includes: Relationship Development, Business Solutions, Sales and Marketing.

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Attachment: PGV Advisors General Business Terms and Conditions

PGV Advisors, LLC

GENERAL BUSINESS TERMS AND CONDITIONS

1. **Services.** It is understood and agreed that PGV Advisors, LLC (“PGV”) services (“Services”) may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. References herein to Client shall refer collectively to City of Rio Communities, New Mexico.
2. **Payment of Invoices.** Client agrees to pay properly submitted invoices within thirty (30) days of the invoice date, or such other date as may be specified in the Engagement Letter to which these General Business Terms and Conditions are attached (the “MSA”). Capitalized terms not defined herein shall bear the meanings ascribed to them in the MSA. Payments not received within thirty (30) days of the invoice date shall accrue a late charge of the lesser of (i) 1 % per month or (ii) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law. Without limiting its rights or remedies, PGV shall have the right to halt or terminate entirely its Services until payment is received on past due invoices. If Client objects to all or any portion of any invoice, Client shall notify PGV, stating the reasons for the objection. Client shall be entitled to withhold payment of any amounts in dispute or for cause including, but not limited to (1) nonconforming Services not remedied, (2) damage caused by PGV, its subcontractors or agents during the performance of the Services to the property of Client, another contractor or other third party, (3) a breach of any provisions of this engagement, or (4) for claims made by PGV’s subcontractors or agents for amounts due but not paid by PGV, or for which a lien has been filed against Client’s property. The parties shall immediately make good faith efforts to settle any disputed portion of the invoice. Upon removal or cure of such cause, sums withheld shall be paid to PGV. Final payment of any amount due shall be made following completion or termination of the Services, completion of the actions set forth in Section 3(a)-(d) below, and receipt by Client of PGV’s invoice covering such final payment.
3. **Term.** Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of the Services hereunder. This engagement may be terminated by either party at any time by giving written notice to the other party (i) not less than sixty (60) calendar days before the effective date of termination or (ii) immediately, by giving written notice of such termination to the other party if such other party shall be adjudicated bankrupt, become insolvent, have a supervisor, conservator, or receiver of its assets or property appointed or make a general assignment for the benefit of creditors, or institute or cause to be instituted any proceeding in a bankruptcy or reorganization or rearrangement of its affairs. In the event of such termination, Client agrees to pay PGV for time charges at standard hourly rates and expenses incurred to the date of termination to the extent the amount so computed exceeds payments previously made by Client for the engagement; provided, however, that such Services had previously been approved by Client. Client also agrees to pay PGV all projected benefits for the original period of the signed vendor contracts. Upon expiration or termination of the agreement for any reason, or at any other time upon the Client's written request, PGV shall within five (5) business days after such expiration or termination:
 - a) deliver to the Client all Deliverables (as defined in paragraph 4(b)) (whether complete or incomplete) and all hardware, software, tools, equipment or other materials provided for PGV’s use by the Client;

City of Rio Communities, NM

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- b) deliver to the Client all tangible documents and materials (and any copies) containing, reflecting, incorporating or based on the confidential information;
- c) permanently erase all the Confidential Information (defined below) from PGV's computer systems; and
- d) Certify in writing to the Client that PGV has complied with the requirements of this section.

4. Contract Cancellation Fees.

If this contract is cancelled without any cause, City will be liable to pay all incurred cost and projected fees to PGV based on realized revenue and future revenue of implemented programs during the terms of this contract.

5. Ownership.

- a) PGV Technology. PGV has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation, models; templates; the generalized features of the structure, sequence and organization of software; user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and logic, coherence and methods of operation of systems) (collectively, the "PGV Technology").
- b) Ownership of Deliverables. Except as provided below, upon full payment of the respective Services provided to PGV hereunder up to the date of termination, whether such Services were terminated upon completion of the Services or if the Services were earlier terminated by Client, the Client is and shall be, the sole and exclusive owner of all right, title and interest throughout the world in and to all the results and proceeds of the Services performed under the AGREEMENT (collectively, the "Deliverables"), including all patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively "Intellectual Property Rights") therein. PGV agrees that the Deliverables are hereby deemed a "work made for hire" as defined in 17 U.S.C. § 101 for the Client. If, for any reason, any of the Deliverables do not constitute a "work made for hire," PGV hereby irrevocably assigns to the Client, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Any assignment of copyrights under the AGREEMENT includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as "moral rights" (collectively, "Moral Rights"). PGV hereby irrevocably waives, to the extent permitted by applicable law, all claims PGV may now or hereafter have in any jurisdiction to any Moral Rights with respect to the Deliverables. To the extent that any PGV Technology is contained in any of the Deliverables, PGV hereby grants Client, upon full and final payment to PGV hereunder, a royalty-free, fully paid-up, worldwide, non-exclusive license to use such PGV Technology in connection with the Deliverables.

6. Limitation on Warranties. THIS IS A SERVICES ENGAGEMENT. PGV WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER IN A PROFESSIONAL MANNER, IN GOOD FAITH AND IN CONFORMANCE WITH ALL APPLICABLE LAWS AND CODES. PGV DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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7. Indemnity.

- a) Generally. PGV agrees to indemnify, hold harmless and defend Client, its shareholders, directors, officers employees and agents from and against any action, claim, demands, causes of actions, requests, lawsuits, judgments, or damages, costs, expenses, or losses (collectively, "Claims") including reasonable costs and attorneys' fees, asserted by any person, arising out of or relating to: (i) personal injury or property damage to the extent such claims or liabilities arise out of acts of omissions of PGV and/or its employees or agents in connection with their duties and responsibilities under the agreement, (ii) PGV's breach of the agreement, (iii) the alleged or actual misappropriation by PGV of Confidential Information, (iv) PGV's violation of applicable laws, and (v) allegations that the Deliverables, Services and/or any intellectual property furnished by PGV violate any third party's patent, trade secret or copyright within any jurisdiction (collectively, the "Indemnity Claims").
- b) Settlement of Claims. Client shall permit PGV to defend or settle any such Indemnity Claims, provided, however that (i) PGV shall not enter into any settlement agreement that would result in any admission by Client or payment by Client without Client's prior written consent, and (ii) Client may at its election participate in the defense of such claim, suit or the like through separate counsel at its own expense. Client agrees to provide PGV all reasonable assistance (at the expense of PGV) in connection with the defense or settlement of any such Indemnity Claim.
- c) Limitation on Damages. In no event shall either party or their respective employees, officers, directors and agents be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage or expense relating to the agreement, provided however, the limitations of such damages shall not apply in the case of PGV's (i) fraud or statements made fraudulently, willful misconduct or gross negligence; (ii) any Indemnity Claim; and/or (iii) any acts or omissions for which the governing law prohibits the exclusion or limitation of liability. In furtherance and not in limitation of the foregoing, PGV will not be liable in respect of any decisions made by Client because of the performance by PGV of its Services hereunder. The foregoing provisions shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

7. Insurance. During the Term, PGV shall maintain in force (i) at least \$1,000,000 coverage for the following insurance policies: workers' compensation, commercial general liability, errors and omissions, and (ii) other forms of insurance, in each case with insurers reasonably acceptable to Client, with policy limits sufficient to protect and indemnify Client and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from PGV's or PGV's agents, contractors, servants or employees conduct, acts, or omissions.

8. Confidentiality. PGV recognizes and acknowledges that it will have access to certain of Client's and/or its affiliates' and/or subsidiaries' confidential information and unique property. Additionally, PGV understands that all information relating to and/or generated as a result of the work performed under this engagement is to be considered Confidential Information. PGV will not, during or after the term of this engagement, use (except for the purpose of providing the Services which are the subject of this

City of Rio Communities, NM

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engagement) or disclose (except to PGV's employees and contract employees, as set forth below) any of Confidential Information to any person, firm, corporation, association, governmental entity, or other entity, except to authorized representatives of Client, for any reason or purpose whatsoever, without the express written consent of Client. PGV represents that it has entered into agreements with all of its employees and applicable subcontractors or agents requiring them not to disclose any Confidential Information. PGV shall limit internal dissemination of Client's and/or its affiliates and/or subsidiaries Confidential Information to those PGV employees and contract employees needing to know the information for the purpose of providing the Services which are the subject of this engagement, and then only if there is a clear understanding by such individuals of their obligation to maintain the confidential status of such Confidential Information and to restrict its use solely to performing professional Services for Client and/or its affiliates and/or subsidiaries pursuant to this engagement. Where the individual is a contract employee of PGV, Client reserves the right to request such contract employee enter into a confidentiality agreement directly with Client in a form acceptable to Client and containing terms not less strict than required hereunder. No right or license, express or implied, under any patent, patent application, technical information or other intellectual property of Client is granted herein. In the event that PGV is served with any legal process, administrative request for information, or any other third party request for Confidential Information, PGV further agrees that it will immediately notify Client, and that it will not disclose or release any such Confidential Information to any third party, including a governmental entity, until such time as Client has had the opportunity to review the request for information and either provide its written permission for PGV to respond and/or for Client to take efforts to protect its interests in said information by seeking a protective order or similar relief. The provisions of this Article shall survive the expiration or earlier termination of this engagement.

The obligations of this Section 8 do not apply to information which:

- i) is or becomes part of the public domain without the breach of any obligation of confidentiality owed to Client; or
 - ii) is required to be publicly disclosed under law, subject to the requirements and provision of this Section 8; or
 - iii) PGV can demonstrate by written documentation was in its possession before receipt from Client; or
 - iv) is covered by a written release from an authorized representative of Client.
9. Confidential Information. "Confidential information" shall mean all information relating to and/or generated as a result of the work performed under this engagement. Confidential information may include but shall not be limited to: technical data or know-how relating to discoveries, ideas, inventions, concepts, software, equipment, designs, drawing, specifications, demonstration or test scripts, content under development, unpublished patent applications, techniques, processes, models, data, documentation, diagrams, flow charts, research, development, business plans or opportunities, business strategies, future projects, products or services, projects, products or services under consideration, procedures, trade secrets, purchasing information, business ideas or concepts, computer systems information, computer software, strategy, marketing methods, information related to finances, costs, pricing, vendors, customers, employees, account transactions, owner, renter or purchaser information; to include personal information, owner, renter or purchaser prospect lists, including but not limited to any lists of persons provided to PGV or any other information to which PGV gains access during the performance of the AGREEMENT whether

City of Rio Communities, NM

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before, on, or after the date hereof, directly or indirectly, in writing, orally, or by drawings or inspection of equipment or software, to the other party or any of its employees or agents.

10. **Publicity.** No publicity releases (including news releases and advertising) relating to this engagement and the Services hereunder shall be issued by PGV without the prior written approval of Client. Any technical paper, article, publication, or announcement of advances generated in connection with the Services under this engagement, during the period of performance of the engagement or in the future, shall require Client's prior written approval. PGV shall not use the name or trademarks of Client or any of its or their subsidiaries, licensees, divisions or affiliated companies, as a reference in any sales materials, presentations, or on sales calls, or in any of PGV's customer lists or in any publicity, news release, Client biography or advertisement, or in any other written materials or any promotion or other activity of any kind, without Client's prior written consent. Client specifically prohibits the photographing of any portion of the Services or other Client property by PGV without the written permission of Client.
11. **Cooperation.**
 - a) Client shall reasonably cooperate with PGV in the performance by PGV of its Services under the Engagement Letter, including, without limitation, providing PGV with reasonable facilities and timely access to data, information and personnel of Client.
 - b) Client shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to PGV for purposes of the performance by PGV of its Services hereunder. PGV will base its conclusions on the facts and assumptions that Client submits and will not independently verify this information. Inaccuracy or incompleteness of the information Client provides could have a material effect on PGV's conclusions.
 - c) PGV will not update its advice for subsequent changes or modifications to the law and regulations, or to judicial and administrative interpretations thereof, unless Client separately engages PGV to do so in writing after such changes or modifications.
12. **Force Majeure.** No party shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
13. **Independent Contractor.** It is understood and agreed that PGV is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor, partner or representative of the other. As such, PGV shall pay all salaries, wages, expenses, social security taxes, federal and state unemployment taxes and any similar taxes relating to the performance of this engagement for its employees, subcontractors and agents as may be applicable. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
14. **Personnel.** PGV shall provide Client a list of personnel assigned to perform any Services. Any changes to personnel on any given project must be approved by Client in writing. During the term of this engagement, and for a period of twelve (12) months following the expiration or termination thereof, neither party will actively solicit the employment, or encourage the separation of, the personnel of the other party involved directly with providing Services hereunder. If a party breaches this section 14, such party will pay the non-breaching party 100% of the total compensation (including salary and bonus) paid or payable to the solicited, employed or retained employee during the twelve (12) months

City of Rio Communities, NM Agreement

before the breach occurred.

15. Survival. Unless otherwise explicitly stated, all provisions of these General Terms and Conditions shall survive the expiration or termination of this engagement.
16. Assignment. Client may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of PGV. PGV may not assign or subcontract its rights and obligations hereunder without the prior written consent of Client.
17. Entire Engagement. These terms, and the Proposal or Engagement Letter to which these terms are appended, including the exhibits and any subsequent Addenda agreed to in writing by the parties, constitutes the entire agreement between PGV and Client with respect to the subject matter hereof and supersedes all other oral and written representations, understandings or agreements relating to the subject matter hereof.
18. Governing Law and Severability. These terms, and the AGREEMENT, including the exhibits, shall be governed by, and construed in accordance with, the laws of the State of Florida (without giving effect to the choice of law principles thereof). If any provision of these terms is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.
19. Alternative Dispute Resolution. Parties to this engagement agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will, prior to resorting to litigation, be submitted to non-binding mediation upon the written request of any party to the engagement. The party requesting mediation shall select the mediation provider from the list of mediation training providers approved by the American Arbitration Association. The mediation shall be exclusively conducted in Hillsborough City, Florida in accordance with Commercial Mediation Rules of the American Arbitration Association or such other rules as may be agreed upon by the parties. Costs of any mediation proceeding shall be shared equally by both parties. Exclusive jurisdiction for any lawsuit or proceeding shall be brought in the federal or state courts located in Hillsborough City, Florida.
20. Notices. Any notice provided for in herein shall be in writing and shall be either personally delivered, or mailed first class mail (postage prepaid) or sent by reputable overnight courier service (charges prepaid) to the parties at the address set forth in the MSA, or at such address or to the attention of such other person as either party has specified by prior written notice to the other party. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid)
21. Non-Disparagement. The parties covenant and agree that, both during the term of this engagement and from and after the termination of this engagement, no party will, either directly or indirectly, in any individual or representative capacity, make any statement, either oral or written, nor perform any other act or omission to act that is or could be detrimental to the goodwill of the other party, including, but not limited to, statements concerning either Client or PGV regarding their method of practice or the quality of Services, unless and until ordered otherwise by a court or administrative agency or compelled by judicial process or by action of an administrative agency.
22. Counterparts. The agreement may be executed in any number of counterparts, each of which shall be considered to be all original but all of which together shall constitute one and the same instrument.



INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN THE COUNTY OF VALENCIA AND THE CITY OF RIO COMMUNITIES FOR LAW ENFORCEMENT PROTECTION

THIS INTERGOVERNMENTAL SERVICES AGREEMENT (“Agreement”) is made by and between the County of Valencia (“County”) and the City of Rio Communities (“City”).

RECITALS

WHEREAS, NMSA 1978, Section 3-12-4 (1963) requires a municipality to maintain a “police officer” and NMSA 1978, Section 3-13-2 (1988) sets forth the duties of that municipal police officer(s); and,

WHEREAS, the County of Valencia, encompassing the City of Rio Communities, maintains and is served by a Sheriff’s Office commanded by a duly elected Sheriff who exercises those powers and duties set forth by NMSA 1978, Section 4-41-1 *et seq.*; and,

WHEREAS, the City does not have the funding capacity to staff and operate a municipal police department; and,

WHEREAS, it is in the best interest of the citizens of the City, who are also citizens of the County, for the City to contract with the County to fulfill the duties of municipal police officer; and,

WHEREAS, the Sheriff is willing to serve in the capacity of municipal police officer and the parties understand that regardless of this arrangement the Sheriff will continue to enforce State Law within the City pursuant to NMSA 1978, Section 4-42-2 (1864); and,

WHEREAS, pursuant to the New Mexico Procurement Code, Section 13-1-98A and Section 13-1-135 NMSA 1978, public agencies consisting of the City of Rio Communities, the Valencia County Sheriff’s Office, and the Valencia County Commission (fiscal agent) desire to enter into an Agreement whereby the Valencia County Sheriff’s Office will provide law enforcement protection and services to the City by and through the Valencia County Sheriff’s office.

IT IS THEREFORE AGREED as follows:

1. Purpose of Agreement. The purpose of this Agreement is for the Valencia County Sheriff's Office to provide law enforcement protection and services to the City.
2. Duties of the County. The Valencia County Sheriff's Office shall provide the following law enforcement services to the City:
 - a. Assign one full time deputy ("assigned deputy"), who will be a certified law enforcement officer, to provide standard law enforcement services for the municipality of Rio Communities as set forth by NMSA 1978, Section 3-13-2 (1978). The Sheriff will have the sole discretion of selecting the assigned deputy.
 - b. The assigned deputy shall be commissioned by the City of Rio Communities as Municipal Officer and will enforce municipal ordinances. The City of Rio Communities Municipal Court shall have jurisdiction for traffic violations and municipal ordinance citations issued by assigned deputy.
 - c. The assigned deputy will provide written documentation of criminal activities within the City limits, and will attend regularly scheduled City Council meetings as requested by the Mayor.
 - d. The assigned deputy will wear standard Sheriff's Office uniforms and comply with the County Personnel Policy, any Collective Bargaining Agreement and the Sheriff's Office policies and procedures. The City will have no authority to discipline the assigned deputy.
 - e. The assigned deputy will be responsive to requests for duty from the City however untimely requests will be subject to the Sheriff's Office chain of command including duty supervisor.
 - f. The Sheriff's Office will provide the assigned deputy standard equipment, fuel and a patrol vehicle with Rio Communities patrol identifier.
 - g. The Sheriff is not obligated by virtue of this Agreement to administer directed patrols, specific traffic enforcement, enforce municipal ordinances or provide a 24 hour presence in the City beyond the assigned deputy.
 - h. The Sheriff may, at the request of the Mayor of Rio Communities by email, assign additional Deputy (s) to attend special events. Rio Communities will pay the County the sum of \$36.00 per hour per Deputy (time and ½ pay for each Deputy as well as a reasonable administrative fee cover equipment/fuel) per assignment.
 - i. The County will invoice exact charges for any overtime, training and travel incurred by the assigned deputy.
 - j. The County will invoice the City for any overtime incurred for required detective or SWAT call outs.

3. Duties of the City.
 - a. The City shall pay to the County \$150,000.00 per Deputy annually for the services set forth above excluding those items to be specifically billed. (\$120,000.00 for the assigned deputy \$30,000.00 for coverage outside of the assigned deputy's duty time).
 - b. The City shall make the \$150,000.00 payment by lump sum no later than September 30th of any fiscal year any late payment shall bear interest at 1.5%.
 - c. The City shall pay any invoices for overtime, training, travel or overtime incurred for detective or SWAT call outs within 30 days of receipt.
 - d. In accordance with the Law Enforcement Protection Fund ("LEPF") Act—as described within New Mexico Statutes Annotated Section 29-13-1 through 29-13-9—Certain payments by the City to the County may be made with LEPF funds.
4. City Prisoners. Any persons imprisoned for violation of City Ordinances are to be considered City prisoners.
5. Administration. Administration of this Agreement shall be the sole responsibility of the Valencia County Sheriff.
6. Liability.
 - a. No Party shall be responsible for liability, beyond the obligation to provide insurance coverage, incurred as a result of any other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.
 - b. This Agreement shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise, against any party or their officers, directors, officials, employees, agents, representatives, contractors, subcontractors, consultants or advisors.
 - c. All employees or contractors engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the County's supervision and control and said County shall be solely responsible for the conduct and performance of these individuals.
7. Third Party Beneficiary. This Agreement shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise, against any party or their officers, directors, officials, employees, agents, representatives, contractors, subcontractors, consultants or advisors.

8. Property. No property shall be acquired as a result of this Agreement, which does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
9. Term of Agreement. The term of this Agreement shall commence July 01, 2020 and terminate on June 30, 2023.
10. Termination of Agreement. Notwithstanding section 9 above, this Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 6 months prior to the intended date of termination.
11. Conflict with Continuation of Services Agreement. This agreement supersedes all previous agreements relating to the Valencia County Sheriff's Office.
12. Approval. The parties agree that this Intergovernmental Services Agreement is subject to approval of the Governing Bodies of both the City and the County and the Valencia County Sheriff.
13. Receipts. There shall be strict accountability by the parties of all funds disbursed, received, and expended under the terms of this Agreement.

COUNTY OF VALENCIA

PASSED, APPROVED, AND ADOPTED this ____ day of _____ 2022, in regular session of the Valencia County Commission, Valencia County, New Mexico.

BOARD OF COUNTY COMMISSIONERS

Gerard Sais, ~~Jhonathan Aragon~~, Chair
District I

Jhonathan Aragon, Vice -Chair
District V ~~II~~

Troy Richardson ~~Gerard Saiz~~, Commissioner
Commissioner
District II ~~I~~

David Hyder,
District III

Joseph Bizzel ~~Charles D. Eaton~~, Commissioner
District IV

VALENCIA COUNTY SHERIFF

Denise Vigil, Sheriff

Date

ATTEST BY:

Mike Milam ~~Peggy Carabajal~~, County Clerk

Date: _____

THE CITY OF RIO COMMUNITIES

PASSED, APPROVED, AND ADOPTED this ~~28th~~ day of April 2020, in a Regular Business Meeting session of the City of Rio Communities, Valencia County, New Mexico.

City of Rio Communities Governing Body

Joshua Ramsell,
Mayor

Margaret ~~(Peggy)~~ R Gutjahr,
Mayor Pro-tem

~~Bill Brown~~, Arthur Apodaca
Councilor

~~Joshua Ramsell~~, Lawrence R Gordon
Councilor

Jimmie Winters,
Councilor

ATTEST:

Elizabeth (~~Lisa~~) F.Adair,
Municipal Clerk

DRAFT