

City of Rio Communities Council Workshop City Council Chambers - 360 Rio Communities Blvd Rio Communities, NM 87002 Tuesday, October 11, 2022 3:00 PM Agenda Please silence all electronic devices.

Call to Order

Attendees

Presentations:

1. HDR - Streetlights

Agenda Items

- 2. Accounts payable report (Finance Officer/Finance Department)
- 3. Approval of Contract for Legal Services (Manager/Procurement Officer)
- 4. Approval of Design Task Order from HDR regarding Contract #D19427 (Manager)
- 5. Public Safety Taskforce Findings (Manager/Public Safety taskforce)

Public Comment: The Council will take public comments in written format. These should be emailed to admin@riocommunities.net through 2:00 PM on Tuesday, October 11, 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 or received, 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 Council General Discussion & Future Agenda Items Adjourn

Thank you - Joshua Ramsell - Mayor of Rio Communities

Council may be attending the Rio Communities Fire Department Open House held in 106 Rio Communities Blvd, Rio Communities NM on October 11, 2022 10:00 am a possible quorum may be in attendance.

Please join us from the comfort and safety of your own home by entering the following link: @ https://www.facebook.com/riocommunities

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

By Fund

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amou
Fund: 11000 - General Operatin	ng Fund				
Department: 0001 - No Dep	partment				
GSD - Administrative Services D.	INV0003501	09/02/2022	DENTAL	11000-0001-22055	349.
GSD - Administrative Services D.	INV0003502	09/02/2022	DISABILITY	11000-0001-22075	29.
Globe Life & Accident Insurance	INV0003503	09/02/2022	GLOBE LIFE INSURANCE	11000-0001-22080	56
GSD - Administrative Services D.	INV0003504	09/02/2022	HEALTH	11000-0001-22050	5,547
GSD - Administrative Services D.	INV0003505	09/02/2022	VISION	11000-0001-22060	61
GSD - Administrative Services D.	INV0003567	09/16/2022	ADMIN FEE	11000-0001-22050	15
GSD - Administrative Services D.	INV0003568	09/16/2022	DENTAL	11000-0001-22055	386
GSD - Administrative Services D.	INV0003569	09/16/2022	DISABILITY	11000-0001-22075	34
Globe Life & Accident Insurance	INV0003570	09/16/2022	GLOBE LIFE INSURANCE	11000-0001-22080	56
GSD - Administrative Services D.	INV0003571	09/16/2022	HEALTH	11000-0001-22050	5,547
GSD - Administrative Services D.	INV0003572	09/16/2022	BASIC LIFE	11000-0001-22070	53
GSD - Administrative Services D.	INV0003573	09/16/2022	VISION	11000-0001-22060	64
		, -, -		rtment 0001 - No Department Total:	12,199
Department: 1009 - Munic	ipal Court				
Bank of America, N.A.	INV0003630	10/06/2022	Business cards from Vista Pri	nt 11000-1009-56020	37
			Depai	rtment 1009 - Municipal Court Total:	37
Department: 2001 - Manag	ger				
/erizon Wireless	9916271021	10/05/2022	CM Telecommunications	11000-2001-57160	143
				Department 2001 - Manager Total:	143
Department: 2002 - Genera	al Administration				
Vells Fargo Financial Leasing	5021842549	10/04/2022	CH Copier Lease	11000-2002-57130	137
Comcast Business	INV0003611	10/04/2022	CH Telecommunications	11000-2002-57160	492
NM Water Service Company	INV0003612	10/04/2022	CH Water	11000-2002-57173	256
NM Gas Co	INV0003615	10/04/2022	Natural Gas	11000-2002-57171	72
Fotal Glass Solutions, LLC	2022-374	10/05/2022	Glass, Window repair breaka	ge 11000-2002-54010	650
Shred-it US JV LLC	INV0003616	10/05/2022	Document Shredding	11000-2002-55999	123
Sandra Schauer	INV0003617	10/05/2022	City of Rio Communities New		3,265
PNM	INV0003623	10/05/2022	CH Electricity	11000-2002-57170	662
Bank of America, N.A.	0000003	10/06/2022	Annexation/Land Donation P		100
Bank of America, N.A.	04052	10/06/2022	Kitchen/Pantry Supplies	11000-2002-56060	18
Bank of America, N.A.	09544	10/06/2022	Kitchen/Pantry Supplies	11000-2002-56060	15
WEX Bank	84080917	10/06/2022	Fuel - City Wide Clean-Up	11000-2002-57998	1,079
					1,075
Sharp Electronics Corporation	9003986885	10/06/2022	Voice Over IP System	11000-2002-57160	
Sharp Electronics Corporation	9004010324	10/06/2022	CH Copies	11000-2002-57090 2002 - General Administration Total:	201 7,590
Department: 2004 Finance	o (Dudget (Assounting		Department	2002 - General Administration Total.	7,550
Department: 2004 - Financ /erizon Wireless	9916271021	10/05/2022	Finance Telecommunications	5 11000-2004-57160	80
		-,, -		- Finance/Budget/Accounting Total:	80
Department: 2008 - Munic	inal Clerk				
Amazon Business	1MTD-VRJV-HFQP	10/04/2022	corrugated plastic lawn sign	kit - 11000-2008-56020	36
Amazon Business	1MTD-VRJV-HFQP	10/04/2022	date stamp with "Received a		26
Amazon Business	1MTD-VRJV-HFQP	10/04/2022	Name plate - Lalena	11000-2008-56020	13
					13
Amazon Business	1MTD-VRJV-HFQP	10/04/2022	Name plate w/holder - Lalen		
Amazon Business	1MTD-VRJV-HFQP	10/04/2022	Tripplite battery - Lalena	11000-2008-56020	66
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	Certificate Paper - clerks offic		-
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	business card holder - clerks		-
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	packaging tape refills - clerks		1
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	heavy Duty tape dispenser -		23
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	pop-up note and flag dispens		10
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	AA batteries - clerks office	11000-2008-56020	27
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	wired earbuds - Lalena	11000-2008-56020	19

Accounts Payable Approval Report

Accounts Payable Approval Re	eport				10111 2.
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	double sided mountian tape - cl	11000-2008-56020	19.98
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	headphones wireless - Lalena	11000-2008-56020	29.74
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	laptop backpack - Lalena	11000-2008-56020	29.99
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	desk accessories - Lalena	11000-2008-56020	33.99
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	mechanical pencil set - clerks of	f11000-2008-56020	10.00
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	heavy duty power strip - clerks .	11000-2008-56020	22.99
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	certificate wafer - clerks office	11000-2008-56020	11.99
Bank of America, N.A.	INV0003630	10/06/2022	Business cards from Vista Print .	11000-2008-56020	24.30
Bank of America, N.A.	INV0003632	10/06/2022	Hotel Stay for Lisa to the NMML	11000-2008-53030	387.30
Bank of America, N.A.	INV0003632	10/06/2022	Parking for the NMML annual c.	11000-2008-53030	24.00
Elizabeth F. Adair	INV0003646	10/06/2022	8/30/2022-9/2/2022 Travel N	11000-2008-53030	180.26
			Departm	ent 2008 - Municipal Clerk Total:	1,053.65
Department: 2012 - Planr	ning & Zoning				
Thomas Scroggins	INV0003634	10/06/2022	1st Quarter P&Z	11000-2012-51030	120.00
Melodie Good	INV0003635	10/06/2022	1st Quarter P&Z	11000-2012-51030	90.00
Scott Adair	INV0003636	10/06/2022	1st Quarter P&Z	11000-2012-51030	120.00
			Departmen	t 2012 - Planning & Zoning Total:	330.00
Department: 2014 - Econ	omic Development				
UKUU Creative	304	10/06/2022	Website/Social Media Reference	e 11000-2014-55999	161.25
UKUU Creative	316	10/06/2022	Website/Social Media Reference	e 11000-2014-55999	161.25
			Department 201	4 - Economic Development Total:	322.50
Department: 3001 - Law I	Enforcement				
Bank of America, N.A.	INV0003630	10/06/2022	Business cards from Vista Print .	11000-3001-56020	24.32
Bank of America, N.A.	INV0003630	10/06/2022	Business cards from Vista Print .	11000-3001-56020	41.31
			Departme	nt 3001 - Law Enforcement Total:	65.63
Department: 3002 - Fire F	Protection				
Verizon Wireless	9916271021	10/05/2022	CE Telecommunications	11000-3002-57160	115.67
WEX Bank	84080917	10/06/2022	CE Fuel	11000-3002-56120	318.65
Bank of America, N.A.	INV0003629	10/06/2022	Code enforcemant Travel Taos	11000-3002-53030	703.38
Kaylee Dons	INV0003639	10/06/2022	9/14-9/16 Code Enforcement	11000-3002-53030	70.00
Greg Gallegos	INV0003647	10/06/2022	9/14-9/16 Travel Taos	11000-3002-53030	70.00
Andrew Tabet	INV0003650	10/06/2022	9/14-9/16 Taos Travel	11000-3002-53030	70.00
			Departr	ment 3002 - Fire Protection Total:	1,347.70
Department: 3004 - Anim	nal Control				
Valencia County Fiscal Office	AC2023-07	10/04/2022	Animal Control	11000-3004-55999	1,227.40
Valencia County Fiscal Office	AC2023-11	10/04/2022	Animal Control	11000-3004-55999	746.80
			Departn	nent 3004 - Animal Control Total:	1,974.20
Department: 4004 - Libra	iry				
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	clear sticky tack adhisive - for li	. 11000-4004-56020	13.99
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	check out books library card &	. 11000-4004-56020	24.99
				Department 4004 - Library Total:	38.98
Department: 5101 - Publi	ic Works				
Craig Independent Tire Co.	118646	10/04/2022	Equipment Tire Repair	11000-5101-54040	43.21
Iron Horse Welding LLC	127641	10/04/2022	Equipment repair	11000-5101-54050	1,470.40
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	HP 952 XL black - Public works	. 11000-5101-56020	149.67
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	HP 952 cyan, magenta, yellow i.	11000-5101-56020	218.67
Verizon Wireless	9916271021	10/05/2022	PW Telecommunicationns	11000-5101-57160	245.74
Bank of America, N.A.	0005	10/06/2022	PPE Public Workers Not to exce.	11000-5101-56090	190.19
Craig Independent Tire Co.	119027	10/06/2022	Cut Tractor Tires	11000-5101-56122	2,361.70
Bank of America, N.A.	1740	10/06/2022	Materials and parts	11000-5101-54050	558.70
WEX Bank	84080917	10/06/2022	PW Fuel	11000-5101-56120	590.05
Bank of America, N.A.	94597	10/06/2022	Materials and parts	11000-5101-54050	138.44
Bank of America, N.A.	94763	10/06/2022	Fuel tank and pump nozzle Trac.	_	1,404.17
			Depar	tment 5101 - Public Works Total:	7,370.94
Department: 5104 - High	-				
Neds Pipe + Steel	439658	10/04/2022	Blanket PO install gates roadwa.		1,680.00
Neds Pipe + Steel	439730	10/04/2022	Blanket PO install gates roadwa.		88.00
Tabet Lumber Co, Inc.	33048	10/05/2022	Asphalt patch for pot holes	11000-5104-54030	19.90

Pa

ltem 2.

ahle A _ . .

Assounts Doughle Assound Do	t				Item 2.
Accounts Payable Approval Rep Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PNM	INV0003618	10/05/2022	SL Electricity	11000-5104-57170	38.90
PNM	INV0003619	10/05/2022	SL Electricity	11000-5104-57170	299.51
PNM	INV0003620	10/05/2022	SL Electricity	11000-5104-57170	175.77
PNM	INV0003621	10/05/2022	SL Electricity	11000-5104-57170	102.59
PNM	INV0003624 INV0003625	10/05/2022	SL Electricity	11000-5104-57170 11000-5104-57170	299.51
PNM		10/05/2022	SL Electricity		50.11
PNM	INV0003626	10/05/2022	SL Electricity Blanket PO On call eletrical ligh	11000-5104-57170	64.17
A.P.E. Electric	3889	10/06/2022	6	104 - Highways and Streets Total:	194.06 3,012.52
				-	35,567.92
Frend 20000 Fire Destantion			Fund 1100	0 - General Operating Fund Total:	55,507.92
Fund: 20900 - Fire Protection Department: 3002 - Fire Pr	rotection				
Able & Willies One Stop Shop, L		10/04/2022	Shirts	20900-3002-56110	920.00
Amazon Business	1FWF-H6JJ-JLML	10/04/2022	desks and supplies	20900-3002-56040	1,176.39
Amazon Business	1KKK-XD7Q-1XYW	10/04/2022	3 E-Books for class for Jesse Gre		339.00
Amazon Business	1T9Y-71WJ-34NT	10/04/2022	desks and supplies	20900-3002-56040	35.30
Napa Auto Parts	469220	10/04/2022	Auto Supplies for Fire Dept	20900-3002-54040	60.42
Napa Auto Parts	471118	10/04/2022	Auto Supplies for Fire Dept	20900-3002-54040	42.57
NM Water Service Company	INV0003613	10/04/2022	FD Water	20900-3002-57173	81.16
NM Gas Co	INV0003614	10/04/2022	Natural Gas	20900-3002-57171	47.34
Amazon Business	116C-MC1D-7TJQ	10/05/2022	Fire Instructor & Fire Investigat		115.53
Amazon Business	1DFP-LDRX-KCHG	10/05/2022	Fire Instructor & Fire Investigat		563.61
Verizon Wireless	9916271021	10/05/2022	FD Telecommunications	20900-3002-57160	154.44
PNM	INV0003622	10/05/2022	FD Electricity	20900-3002-57170	1,103.11
PNM	INV0003627	10/05/2022	FD Electricity	20900-3002-57170	164.31
Woodlands Hardware	009282/1	10/06/2022	FD Supplies	20900-3002-54060	85.41
Woodlands Hardware	009288/1	10/06/2022	FD Supplies	20900-3002-54060	52.74
Woodlands Hardware	009341/1	10/06/2022	FD Supplies	20900-3002-54060	49.99
Woodlands Hardware	009392/1	10/06/2022	FD Supplies	20900-3002-54060	84.13
Woodlands Hardware	009394/1	10/06/2022	FD Supplies	20900-3002-54060	270.86
WEX Bank	84080917	10/06/2022	FD Fuel	20900-3002-56120	1,243.44
Sharp Electronics Corporation	9003988265	10/06/2022	Detect & Respond Server	20900-3002-55030	60.00
Sharp Electronics Corporation	9003988265	10/06/2022	DMSD-BH Desktop Mgmt	20900-3002-55030	225.00
Sharp Electronics Corporation	9004010323	10/06/2022	Detect & Respond Server	20900-3002-55030	15.00
Sharp Electronics Corporation	9004010323	10/06/2022	Detect Respond Workstation	20900-3002-55030	108.00
Sharp Electronics Corporation	9004010323	10/06/2022	SM-BNDLD Server Mngmt	20900-3002-55030	125.00
Sharp Electronics Corporation	9004010323	10/06/2022	1TB-AD Continuity247	20900-3002-55030	279.00
Sharp Electronics Corporation	9004010323	10/06/2022	1TB-C1SER Continuity247	20900-3002-55030	369.00
Sharp Electronics Corporation	9004010323	10/06/2022	DMSD-BH Desktop Mgmt	20900-3002-55030	405.00
Bank of America, N.A.	INV0003631	10/06/2022	Doubletree	20900-3002-53030	433.92
Bank of America, N.A.	INV0003633	10/06/2022	Rooms for Andrew, Greg & Jess	20900-3002-53030	1,123.19
Kendal Good	INV0003637	10/06/2022	9/30-10/2 Travel Instructor Tra	i 20900-3002-53030	138.00
Kaylee Dons	INV0003638	10/06/2022	9/30-10/2 Travel Instructor Tra	i 20900-3002-53030	138.00
Jesse Tourney	INV0003640	10/06/2022	9/25-9/29 Travel Training	20900-3002-53030	67.20
Kaylee Dons	INV0003641	10/06/2022	11/19-11/20 Kirtland Travel	20900-3002-53030	61.00
Kaylee Dons	INV0003642	10/06/2022	10/14-10/16 Travel Instructor T	20900-3002-53030	94.40
Kaylee Dons	INV0003643	10/06/2022	10/7-10/9 Travel Instructor Tra	i 20900-3002-53030	94.40
Kendal Good	INV0003644	10/06/2022	10/7-10/9 Instructor Training T	r20900-3002-53030	94.40
Kendal Good	INV0003645	10/06/2022	10/14-10/16 Training Instructor	20900-3002-53030	94.40
Greg Gallegos	INV0003648	10/06/2022	9/25-9/29 Santa Fe Travel	20900-3002-53030	67.20
Greg Gallegos	INV0003649	10/06/2022	9/22-9/25 Travel Ruidoso	20900-3002-53030	55.40
Andrew Tabet	INV0003651	10/06/2022	9/22-9/25 Ruidoso Travel	20900-3002-53030	55.40
Andrew Tabet	INV0003652	10/06/2022	9/25-9/29 Travel Santa Fe	20900-3002-53030	67.20
			Depart	ment 3002 - Fire Protection Total:	10,759.86
			F	und 20900 - Fire Protection Total:	10,759.86
Fund: 29700 - County EMS GRT					
Department: 2002 - Gener		10/04/2022			FF 4 66
Boundtree Medical	84696321	10/04/2022	Medical Supplies	29700-2002-56070	554.88
Boundtree Medical	84710930	10/05/2022	Medical Supplies	29700-2002-56070	122.11

Pa

Accounts Payable Approva	al Report				Item 2.
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amou
Verizon Wireless	9916271021	10/05/2022	EMS Telecommunications	29700-2002-57160	249.5
Stericycle Inc.	3006187209	10/06/2022	Biohazard Waste Pickup	29700-2002-55999	244.3
WEX Bank	84080917	10/06/2022	EMS Fuel	29700-2002-56120	184.7
			Department 2	002 - General Administration Total:	1,355.5
			F	und 29700 - County EMS GRT Total:	1,355.5
Fund: 39900 - Other Capita	al Projects				
Department: 2002 - G	eneral Administration				
Carpet Warehouse, Inc.	009997	10/05/2022	Carpet for Amy's office	39900-2002-54010	300.0
			Department 2	002 - General Administration Total:	300.0
			Fund 3		300.0

Pa

Report Summary

Fund Summary

Fund		Expense Amount
11000 - General Operating Fund		35,567.92
20900 - Fire Protection		10,759.86
29700 - County EMS GRT		1,355.59
39900 - Other Capital Projects		300.00
	Grand Total:	47,983.37

Account Summary

Account Summary						
Account Number	Account Name	Expense Amount				
11000-0001-22050	Healthcare Insurance Pay	11,110.17				
11000-0001-22055	Dental Insurance Payable	735.25				
11000-0001-22060	Vision Insurance Payable	125.28				
11000-0001-22070	Life Insurance Payable	53.04				
11000-0001-22075	Disability Payable	64.22				
11000-0001-22080	Miscellaneous Employee	112.00				
11000-1009-56020	Supplies - General Office	37.82				
11000-2001-57160	Telecommunications	143.22				
11000-2002-54010	Maintenance & Repairs	650.00				
11000-2002-55999	Contract - Other Services	3,389.01				
11000-2002-56060	Supplies - Kitchen	33.42				
11000-2002-57090	Printing/Publishing/Advert	301.02				
11000-2002-57130	Rent of Equipment/Machi	137.91				
11000-2002-57160	Telecommunications	1,008.53				
11000-2002-57170	Utilities - Electricity	662.17				
11000-2002-57171	Utilities - Natural Gas	72.86				
11000-2002-57173	Utilities - Water	256.01				
11000-2002-57998	City Wide Clean-Up	1,079.77				
11000-2004-57160	Telecommunications	80.10				
11000-2008-53030	Travel - Employees	591.56				
11000-2008-56020	Supplies - General Office	462.09				
11000-2012-51030	Salaries - Term Position	330.00				
11000-2014-55999	Contract - Other Services	322.50				
11000-3001-56020	Supplies - General Office	65.63				
11000-3002-53030	Travel - Employees	913.38				
11000-3002-56120	Supplies - Vehicle Fuel	318.65				
11000-3002-57160	Telecommunications	115.67				
11000-3004-55999	Contract - Other Services	1,974.20				
11000-4004-56020	Supplies - General Office	38.98				
11000-5101-54040	Maintenance & Repairs	43.21				
11000-5101-54050	Maintenance & Repair - F	2,167.54				
11000-5101-56020	Supplies - General Office	368.34				
11000-5101-56040	Supplies-Furniture/Fixture	1,404.17				
11000-5101-56090	Supplies - Safety	190.19				
11000-5101-56120	Supplies - Vehicle Fuel	590.05				
11000-5101-56122	Supplies - Vehicle Tires	2,361.70				
11000-5101-57160	Telecommunications	245.74				
11000-5104-54030	Maintenance & Repairs	1,787.90				
11000-5104-55999	Contract - Other Services	194.06				
11000-5104-57170	Utilities - Electricity	1,030.56				
20900-3002-53030	Travel - Employees	2,584.11				
20900-3002-54040	Maintenance & Repairs	102.99				
20900-3002-54060	Maintenance Supplies	543.13				
20900-3002-55030	Contract - Professional Se	1,586.00				
20900-3002-56040	Supplies-Furniture/Fixture	1,211.69				
20900-3002-56100	Supplies - Training	1,018.14				
20900-3002-56110	Supplies - Uniforms/Linen	920.00				
20900-3002-56120	Supplies - Vehicle Fuel	1,243.44				
20900-3002-57160	Telecommunications	154.44				

Account Summary

Account Number	Account Name	Expense Amount
20900-3002-57170	Utilities - Electricity	1,267.42
20900-3002-57171	Utilities - Natural Gas	47.34
20900-3002-57173	Utilities - Water	81.16
29700-2002-55999	Contract - Other Services	244.32
29700-2002-56070	Supplies - Medical	676.99
29700-2002-56120	Supplies - Vehicle Fuel	184.76
29700-2002-57160	Telecommunications	249.52
39900-2002-54010	Maintenance & Repairs	300.00
	Grand Total:	47,983.37

Project Account Summary

Project Account Key		Expense Amount
None		47,983.37
	Grand Total:	47,983.37

Pa

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

Pa



LEGAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Rio Communities, hereinafter referred to as the "City" and NM Local Government Law, LLC. hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Board of City Councilors.

IT IS AGREED BETWEEN THE PARTIES:

1. <u>Scope of Work.</u>

The Scope of work shall consist of the following:

- A. Provide day to day legal services to the City Council and Administration;
- B. Attend City Council Meetings and Administrative Hearings;

C. Advise the Council on all matters, including but not limited to policies and procedures, Open Meetings Act, Inspection of Public Records Act, Elections, Procurement, Administrative Proceedings and Hearings, Meetings Rules, Personnel Matters, Tort, and climinal matters that may arise;

- D. Draft and review Notices of Contemplated Actions;
- E. Draft and Review Resolutions and Ordinances;
- F. Draft and Review contracts, leases, and Memoranda of Understanding;

G. Provide written legal opinions and advise the City on methods to avoid civil litigation; and

H. Advise Elected Officials.

2. <u>Compensation</u>.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, in an amount not to exceed \$80,000.00 per contract year, plus the applicable New Mexico Gross Receipts Tax and expenses. The Contractor shall bill the City on an hourly basis as fully described in Exhibit "A", on a monthly basis in an amount estimated to be \$6,666.66. If the City requires legal work that the Contractor estimates will be in excess of the monthly estimated hours, the Contractor shall notify the Manager and the parties shall agree on whether

the work is necessary to be engaged in, in that month. If the Contractor and City agree, through the course of a year, that the annual contract amount for legal services is too low to cover the amount of necessary legal services, the City may ask the City Council for a budget adjustment. In no event will the Contractor be paid any amount in excess of the specified total amount payable without this Agreement being amended in writing. B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed, specified on a minimum of a quarter hour basis, and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. <u>Term.</u>

This Agreement is for one year and shall automatically extend for each subsequent year for a total of four years, unless terminated pursuant to paragraph 4, Termination. In accordance with Section 13-1-150 NMSA 1978, no contract term, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. <u>Termination.</u>

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND

REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. <u>Appropriations.</u>

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Councilors for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Councilors, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. <u>Status of Contractor.</u>

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Rio Communities. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Rio Communities as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City of Rio Communities unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. <u>Assignment.</u>

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. <u>Subcontracting</u>.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City Manager or Mayor, including consultation with the City Council. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. <u>Release.</u>

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the City, its officers and employees, and the City of Rio Communities from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. <u>Confidentiality</u>.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. <u>Product of Service -- Copyright.</u>

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City of Rio Communities and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest: Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City, or a business in which a public officer or employee of the City, or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement; 4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Agreement or have become erroneous on the effective date of this Agreement or have become erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. <u>Amendment.</u>

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. <u>Penalties for violation of law.</u>

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and City laws and rules and regulations, pertaining to equal employment opportunity: In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in

compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. <u>Applicable Law.</u>

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern, and that venue will lie in the Seventh Judicial District Court in The City of Rio Communities. By execution of this Agreement, Contractor acknowledges and agrees to the judication of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. <u>Workers Compensation.</u>

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. <u>Records and Financial Audit.</u>

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

20. Disclaimer and Hold Harmless.

The City of Rio Communities shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the The City of Rio Communities harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by The City of Rio Communities in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. <u>Indemnification</u>.

The Contractor shall defend, indemnify and hold harmless the City of Rio Communities from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable

but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City of Rio Communities and the New Mexico Association of Counties by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. <u>Authority.</u>

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of any City, a Member of Congress, an officer or employee of any City, a Member of Congress, an officer or employee of any City, a Member of Congress, an officer or employee of any City, a Member of Congress, an officer or employee of any City, a Member of Congress, an officer or employee of any City, a Member of Congress, an officer or employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the City are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the City. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the City shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. <u>Survival.</u>

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance, and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

28. <u>Succession.</u>

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. <u>Mediation.</u>

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

31. <u>Notice to Proceed.</u>

It is expressly understood that this Agreement is not binding upon the City until it is executed by the Board of City Councilors after voting on the contract at a public meeting. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. <u>Cooperation.</u>

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. <u>Patent, Copyright, Trademark and Trade Secret Indemnification.</u>

A. The contractor shall defend, at its own expense, the City of Rio Communities against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City of Rio Communities based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the City of Rio Communities for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City of Rio Communities shall:

1. give the contractor prompt written notice of any claim;

ii. allow the contractor to control the defense or settlement of the claim; and

111. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

1. provide a procuring agency of the City the right to continue using the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or

accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the City to the extent such modification is the cause of the claim.

35. Professional Liability Insurance.

Contractor agrees to maintain in full force throughout the duration of the Agreement a lawyers professional liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

36. <u>Notices.</u>

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:	City of Rio Communities
	Attn: City Manager
	360 Rio Communities Blvd.
	Rio Communities, NM 87002

To the Contractor: NM Local Government Law LLC_ Randy M. Autio, Manager 6121 Indian School Rd. NE Suite 202 Albuquerque, NM, 87110

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Governing Body of the City of Rio Communities below.

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

THE CITY OF RIO COMMUNITIES GOVERNING BODY

JOSHUA RAMSELL MAYOR

MARGARET R. GUTJAHR MAYOR PRO-TEM ARTHUR APODACA COUNCILOR

LAWREN CE R. GORDON COUNCILOR JIMMIE WINTERS COUNCILOR

ATTEST **BY**:

ELIZABETH F. ADAIR, MUNICIPAL CLERK

CONTRACTOR

By: Owner/Partner			Date:	
SEAL				
STATE OF NEW MEXICO)			
CITY OF)ss.)			
SUBSCRIBED before me this	da	ay of	2020, by	
			Notary Public	

My Commission Expires:



LEGAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Rio Communities, hereinafter referred to as the "City" and NM Local Government Law, LLC. hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Board of City Councilors.

IT IS AGREED BETWEEN THE PARTIES:

1. <u>Scope of Work.</u>

The Scope of work shall consist of the following:

- A. Provide day to day legal services to the City Council and Administration;
- B. Attend City Council Meetings and Administrative Hearings;

C. Advise the Council on all matters, including but not limited to policies and procedures, Open Meetings Act, Inspection of Public Records Act, Elections, Procurement, Administrative Proceedings and Hearings, Meetings Rules, Personnel Matters, Tort, and climinal matters that may arise;

- D. Draft and review Notices of Contemplated Actions;
- E. Draft and Review Resolutions and Ordinances;
- F. Draft and Review contracts, leases, and Memoranda of Understanding;

G. Provide written legal opinions and advise the City on methods to avoid civil litigation; and

H. Advise Elected Officials.

2. <u>Compensation</u>.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, in an amount not to exceed \$80,000.00 per contract year, plus the applicable New Mexico Gross Receipts Tax and expenses. The Contractor shall bill the City on an hourly basis as fully described in Exhibit "A", on a monthly basis in an amount estimated to be \$6,666.66. If the City requires legal work that the Contractor estimates will be in excess of the monthly estimated hours, the Contractor shall notify the Manager and the parties shall agree on whether

the work is necessary to be engaged in, in that month. If the Contractor and City agree, through the course of a year, that the annual contract amount for legal services is too low to cover the amount of necessary legal services, the City may ask the City Council for a budget adjustment. In no event will the Contractor be paid any amount in excess of the specified total amount payable without this Agreement being amended in writing. B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed, specified on a minimum of a quarter hour basis, and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. <u>Term.</u>

This Agreement is for one year and shall automatically extend for each subsequent year for a total of four years, unless terminated pursuant to paragraph 4, Termination. In accordance with Section 13-1-150 NMSA 1978, no contract term, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. <u>Termination.</u>

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND

REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. <u>Appropriations.</u>

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Councilors for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Councilors, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. <u>Status of Contractor.</u>

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Rio Communities. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Rio Communities as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City of Rio Communities unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. <u>Subcontracting</u>.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City Manager or Mayor, including consultation with the City Council. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. <u>Release.</u>

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the City, its officers and employees, and the City of Rio Communities from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. <u>Confidentiality</u>.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. <u>Product of Service -- Copyright.</u>

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City of Rio Communities and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest: Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City, or a business in which a public officer or employee of the City, or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement; 4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Agreement or have become erroneous on the effective date of this Agreement or have become erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. <u>Amendment.</u>

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. <u>Penalties for violation of law.</u>

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and City laws and rules and regulations, pertaining to equal employment opportunity: In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in

compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. <u>Applicable Law.</u>

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern, and that venue will lie in the Seventh Judicial District Court in The City of Rio Communities. By execution of this Agreement, Contractor acknowledges and agrees to the judication of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. <u>Workers Compensation.</u>

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. <u>Records and Financial Audit.</u>

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

20. Disclaimer and Hold Harmless.

The City of Rio Communities shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the The City of Rio Communities harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by The City of Rio Communities in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. <u>Indemnification</u>.

The Contractor shall defend, indemnify and hold harmless the City of Rio Communities from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City of Rio Communities and the New Mexico Association of Counties by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. <u>Authority.</u>

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of any City, a Member of Congress, an officer or employee of any City, a Member of Congress, an officer or employee of any City, a Member of Congress, an officer or employee of any City, a Member of Congress, an officer or employee of any City, a Member of Congress, an officer or employee of any City, a Member of Congress, an officer or employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the City are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the City. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the City shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. <u>Survival.</u>

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance, and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

28. <u>Succession.</u>

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. <u>Mediation.</u>

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

31. <u>Notice to Proceed.</u>

It is expressly understood that this Agreement is not binding upon the City until it is executed by the Board of City Councilors after voting on the contract at a public meeting. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. <u>Cooperation.</u>

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. <u>Patent, Copyright, Trademark and Trade Secret Indemnification.</u>

A. The contractor shall defend, at its own expense, the City of Rio Communities against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City of Rio Communities based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the City of Rio Communities for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City of Rio Communities shall:

1. give the contractor prompt written notice of any claim;

ii. allow the contractor to control the defense or settlement of the claim; and

111. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

1. provide a procuring agency of the City the right to continue using the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or

accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the City to the extent such modification is the cause of the claim.

35. Professional Liability Insurance.

Contractor agrees to maintain in full force throughout the duration of the Agreement a lawyers professional liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

36. <u>Notices.</u>

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:	City of Rio Communities
	Attn: City Manager
	360 Rio Communities Blvd.
	Rio Communities, NM 87002

To the Contractor: NM Local Government Law LLC_ Randy M. Autio, Manager 6121 Indian School Rd. NE Suite 202 Albuquerque, NM, 87110

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Governing Body of the City of Rio Communities below.

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

THE CITY OF RIO COMMUNITIES GOVERNING BODY

JOSHUA RAMSELL MAYOR

MARGARET R. GUTJAHR MAYOR PRO-TEM ARTHUR APODACA COUNCILOR

LAWREN CE R. GORDON COUNCILOR JIMMIE WINTERS COUNCILOR

ATTEST **BY**:

ELIZABETH F. ADAIR, MUNICIPAL CLERK

CONTRACTOR

By:Owner/Partner			 Date:	 	
SEAL					
STATE OF NEW MEXICO)				
CITY OF)ss.)				
SUBSCRIBED before me this		day of	 2020, by		
			 Notary Public		

My Commission Expires:

City of Rio Communities

PUBLIC SAFETY TASK FORCE

2022 Public Safety Analysis

Strengths Weaknesses Opportunities Threats(S.W.O.T.)

TABLE OF <u>CONTENTS</u>

- Property Crime S.W.O.T. Analysis
- Traffic Safety S.W.O.T. Analysis
- Domestic Crime S.W.O.T. Analysis
- Code S.W.O.T. Analysis



PROPERTY CRIME S.W.O.T ANALYSIS

PROPERTY CRIME GOALS

• Communication and Education

• Visibility

• Crime Prevention

Communication Education

Action	Strengths W	Teaknesses	Opportunities	Threats
Building Neighborhood Trust	Get to know your neighbors; Help monitor others' property while away	Potential for threats/retaliation; less privacy; misinformation/gossip; neighbor feuds; potential escalation	Neighborhood organizations; building trust; informal watchdogs; on-site assistance to neighbors	Lawsuits; hostile Neighbors; Potential violence
Building Trust with Law Enforcement	Notifying police when on extended absence from property; Direct Communication to law enforcement; Assist with targeted enforcement	Possible lack of access to data; Uneven implementation	Sherriff's Office contact form on website/not Facebook; Disclaimer properly worded	Lawsuits; Cost
Publishing Crime Tips to Residents	Alert residents; Tips become engrained; crime prevention habits begin to form; crime reporting increased	Lack of consistency in messaging efforts can lead to apathy; tips may be outdated	Utilized modern and traditional information dissemination; City newsletters (tip of the month/quarter) repetition of tips; email blasts; keeps tips modern; set up tip line	Cost



VISIBILITY

Action	Strengths	Weaknesses	Opportunities	Threats
Extra Lighting at Businesses	Visibility for officers; Assist with insurance claims; highway side businesses have better visibility	Electrical costs; Improper lighting can reduce dark skies for night viewing	Lighting for ingress/egress; Improves visibility of camera feels, motion lights cut down electrical costs; stand alone solar to avoid extensive wire feeds, avoidance of vandalism	Apathy; High cost to business owners; vandalism, wiring theft
Home Lighting	Visibility for officers; Assist with insurance claims; highway side businesses have better visibility	Electrical costs; Improper lighting can reduce dark skies for night viewing, disturb neighbors	Deterrent to criminals; Improves visibility of camera feels, motion lights cut down electrical costs; avoidance of vandalism	Cost of electricity and lighting; Complaints of neighbors
Street Intersection Lighting	Provides safer route for pedestrians/bicyclists; Prevention of automobile accidents; Crime Deterrent	Light Pollution; Maintenance and electricity costs;Vandalism	Grants; Construction and Replacement Programs	Vandalism; Supply chain

VISIBILITY

Action	STRENGTHS	WEAKNESSES	OPPORTUNITIES	THREATS
Trim Overgrown Vegetation in Residential Areas	Better visibility for Law Enforcement; Improves visibility for cameras; provides better evidence when crime occurs; Reduces hiding places for criminals	Labor intensive; Older residents may be physically unable to perform at all	Neighborhood Volunteers; Establish list of churches; non-profits, civic groups, and businesses that can help clean properties	Cost; Unwillingness of property owners to trim vegetation
Trim Overgrown Vegetation in Public Spaces	Reduces traffic and pedestrian accidents; Better visibility for Law Enforcement; Improves visibility for cameras; provides better evidence when crime occurs; Reduces hiding places for criminals	Labor intensive; Large open spaces; Time-consuming	Volunteer groups; Cleaning the City might inspire private property owners to clean	Cost; Lack of personnel

Crime Prevention

THIS AREA THIS AREA THIS AREA NONTORED NONCAMERA BY VIDEO CAMERA Action			Crin Preve	ne ention
BY VIDEO OF Action	Strengths	Weaknesses	Opportunities	Threats
Traffic Camer System	ra Relieves stress on Law Enforcement and City Staff; Reduces cost for Law enforcement; No out-of-pocket cost; Segment of population positive reception; no points on license	Reception from the public; calibration and malfunction issues	New technology; mobile; night vision; public feedback; success and failure data from other cities that have used a system; no up- front costs	Public reception
Commercial a Residential C	\therefore D 11	Easy target for vandalism; 100% visibility; maintenance; limited recording time; low resolution limits ability to identify culprits	New Mexico does not require a person to be aware they are being recorded; Installation of camera at weak points; lighting to accompany cameras	Vandalism; Theft; camera placement complaints; effectiveness in prosecution of crimes

Prevention

Crime

Action	STRENGTHS	WEAKNESSES	Opportunities	Threats
Pets as Guard Dogs	Deter criminal element; work for food	Danger to neighbors if not humanely and properly contained to the property; can place fire and law enforcement in danger	Dogs are allowed by ordinance	Lawsuit – even by the criminal
Personal Property Registration/ Identification	Easier to track stolen goods; NCIC tracking for weapons	Apathy; Time consuming; Information needs to be current ; Property inaccurately valued	Education about including serial numbers and other pertinent information in the ID catalogues; ID imprint Programs; Website cataloguing APPS, Etch VIN on discreet areas of vehicle; tip line	Insurance Fraud; Inaccurately valued properties Registe

TRAFFIC SAFETY S.W.O.T ANALYSIS



Public Safety Task Force: Traffic Safety S.W.O.T. Analysis

Traffic Safety Goals

- Roadway and Speed Notification Signage
- 1 Law Enforcement Presence
- Traffic Calming and Pedestrian Paths
- 1 Information and Education

Item 5.

<section-header>

Roadway & Speed Notification Signage S.W.O.T. Analysis

ACTION	STRENGTHS	WEAKNESSES	OPPORTUNITIES	Item 5. THREATS
More and Updated Traffic Signage	Reminders to citizens;Education; Sets a legal limit; Highly Noticeable, Can be affordable; Fixable;Creates lower traffic speed; Can discourage commercial traffic; Increase in retail activity	Motorists ignoring signs; Old and faded signs; Lack of uniformity and consistency; Liability for claims; vulnerable to theft or vandalism	Roadway engineer consultation, University of NM Crash data; Grant funding for traffic calming; flashing signs on state highways a certain distance from the new speed limit.	Vandalism; Line of sight obstruction, wholesale civil disobedience

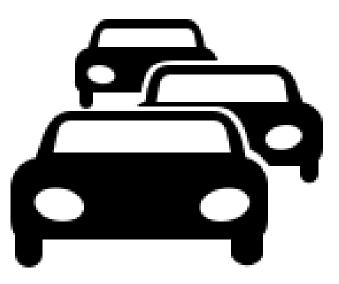
ACTION	STRENG THS	WEAKNESS ES	OPPORTUNIT IES	THREATS
Increased Traffic Enforcement Operations	Increased presence improves safety; catch criminals; etc.	Expensive; not a consistent operation; manpower eater; equipment and training may not be available	Traffic safety grants; can be had for no upfront costs; Cooperative activity; increased law enforcement	Lack of manpower and funding; time constraints; Traffic stops have a higher element of danger; Public safety ; Lawsuits

Law Enforcement Presence S.W.O.T. Analysis



ACTION	STRENGTHS	WEAKNESSES	OPPORTUNITIES	THREATS
Traffic Calming on Streets and State Highways within City limits	Results in slower traffic speed; Can discourage commercial traffic speeding; Increase in retail activity; Improve outdoor fitness; protect pedestrians;	Expenses; Can discourage commercial use; Grant funded traffic calming tends to become permanent; Motorized used of walking paths; Labor intensive; Secluded spost attract criminal element & homeless	Local Ordinances, Consistent Maintenance; Grants; constriction/Repa ir Program	Wholesale civil disobedience Lawsuits, Lack of Funds

TRAFFIC CALMING AND PEDESTRIAN PATHS S.W.O.T. ANALYSIS



Information and Education S.W.O.T. Analysis



ACTION	STRENGTHS	WEAKNESSES	OPPORTUNITIES	THREATS
Continuous Traffic Safety Education	Positive reminder to the public, especially new drivers	Lack of local traffic schools; Inconsistent traffic laws enforcement; Education fatigue	Work with the State MVD/Public Safety; Driving test or license renewal public information dissemination' Information refreshers	Apathy
Maintain Crash Data on Target Locations in the City	Information leads to better decision making	Lack of real time data; Lack of staff to monitor data	UNM and NMDOT; dot intersection cameras; state police data	Apathy; cost

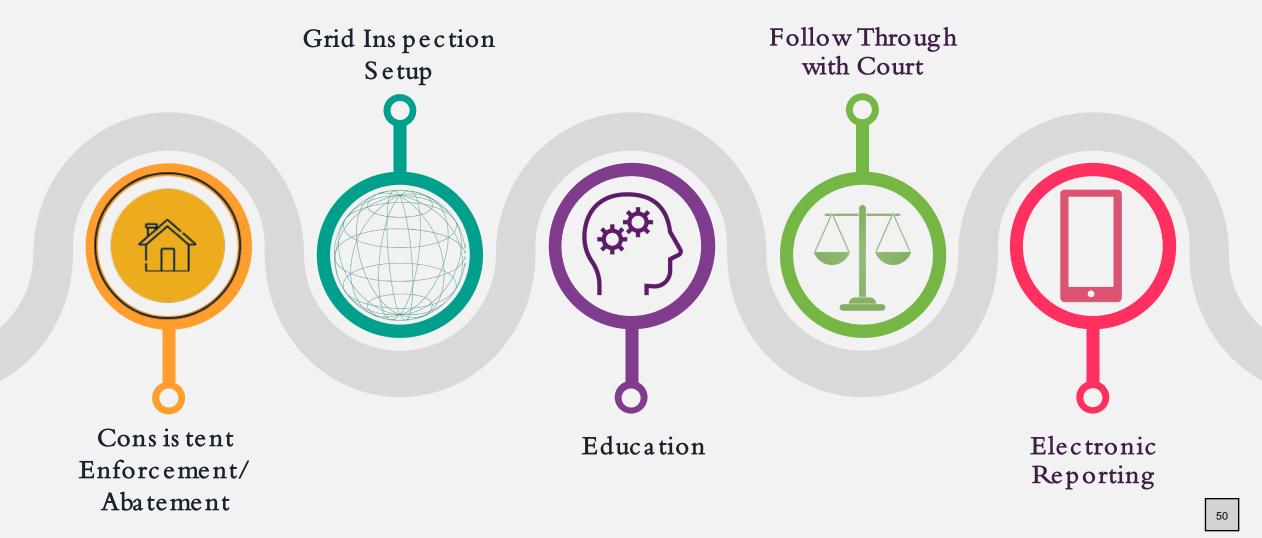
Public Safety Task Force: Domestic Crime Programs S.W.O.T. Analysis

Action	Strengths	Weaknesses	Opportunities	Thre a ts
Domestic Crime Programs	Assistance for both actual and potential victims of domestic violence	Uncooperative victims; Lack of human resources and funding; Poverty, Economic hardship on victims caused by arrest of abuser	Mentoring; Strengthening economic supports for families; Domestic violence packets; School outreach; Creating programs to assist victims	Public airing of domestic violence shelter locations; Lawsuits

Domestic Crime Programs S.W.O.T. Analysis

CODES

Public Safety Task Force: S.W.O.T. Analysis



ltem 5.



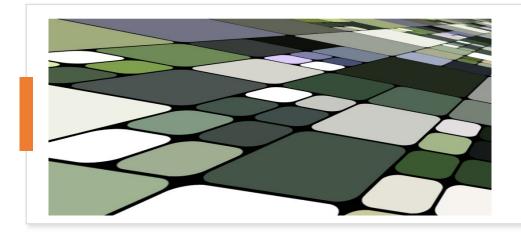
PUBLIC SAFETY TASK FORCE: CODES S.W.O.T. ANALYSIS

Code Goals:

- Consistent Enforcement/ Abatement
- Grid inspection Setup
- Education
- Follow though with the Courts
- Electronic Reporting

Cons is tent Enforcement/ Abatement S.W.O.T.

Action	Strengths	Weaknes s es	Opportunities	Threats
Cons is tent Enforcement/ Abatement S.W.O. T. Analys is	Visibility to the Public; Sense of Fairness; Increased Compliance; Proactive response Prior to contact from the City	Finger pointing; Work arounds; Sheer volume of area to inspect and enforce; Public impression of harassment/ targeting; Elderly- Limited income households; "City areas not cleaned up"	Grants; Volunteerism; Electronic sign information of next inspection areas; Adopt- a Highway for 304 and 47; Check with DOT on adopted areas and areas needing to be adoption; Community Service work	Legal Challenges



Grid Ins pection Setup S.W.O.T

Action	Strengths	Weaknesses	Opportunities	Threats
Grid Inspection Setup	High visibility in neighborhoods; Organized; Positive expectations; Raise resident morale; Help to build healthy mindset and develop habits; Increased interest	Sheer volume in each grid; Sheer volume on individual properties; Diverts away from complaints for immediate response outside the grid; Won't clean up until their grid comes up; Complaints about being the last on the grid		Cost; Wear and tear on vehicles; emergencies; physical threats toward code enforcers; lack of organization

Education S.W.O.T. Analys is

Action	Strengths	Weaknes s es	Opportunities	Thre a ts
Education	expectations; Raise resident morale; Help to build healthy	properties; Diverts away from complaints for immediate response outside the grid; Won't clean up until their grid comes up; Complaints about being the	information of next inspection areas; Adopt- a Highway for 304 and 47; Check with DOT	

ltem 5.

Follow Through with the Courts S.W.O.T. Analys is

Action	Strengths	Weaknesses	Opportunities	Thre a ts
Follow Through with the Courts	Gives legitimacy to code enforcement efforts; Open communication leads to better	Poor communication results in dismissed cases; Poor and inconsistent documentation or evidence or false evidence can create "He said – she said" situations	Better communication and education between code officers and court officers; Education and training of code officers; Bailiff type officer (deputy); Documentation	Lawsuits; threats of physical violence in Court
			checklists; do not go alone on inspections when feasible	

Electronic Reporting S.W.O.T. Analysis

Action	Strengths	Weaknesses	Opportunities	Thre a ts	
Electronic Reporting	•	Incomplete training; limited staff; Not everyone is technology savvy; Costs money to maintain	Training session; Public Briefings; Utilize library technology; Basic Public knowledge	Hacking: The power grid; Internet failure; Lawsuits; Social Media	

PUBLIC SAFETY TASK FORCE 2022 S.W.O.T. Analysis