

Town of Edgewood

Agenda

Regular

Tuesday, November 14, 2023 @ 6:00 PM

**Townhall of Edgewood Commission Chambers - 171A State
Rd. 344**

This meeting will be in person; however, we welcome members of the public to listen in and participate by joining online at: [Welcome to Edgewood, NM \(edgewood-nm.gov\)](https://www.facebook.com/TownOfEdgewoodNM). The meeting will also be live streamed on the Town of Edgewood Facebook Page at: <https://www.facebook.com/TownOfEdgewoodNM>.

If you are an individual with a disability who needs a reader; amplifier; qualified sign language interpreter; or any other form of auxiliary aid or service to attend or participate in the hearing or meeting; please contact the Clerk at the Town Offices located at 171 A State Rd. 344 at least three (3) days prior to the meeting or as soon as possible. Public documents, including the agenda and minutes can be provided in various accessible formats. Please contact the Town Clerk at (505) 286-4518 or by e-mail at clerk@edgewood-nm.gov if a summary or other type of accessible format is needed. The complete Commission packet may be viewed on the web, visit <https://www.edgewood-nm.gov/index.php> and click on Government, then Agendas and Minutes.

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I. WELCOME, INTRODUCTION, & ROLL CALL

- A. Invocation
- B. Pledge of Allegiance
- C. NM Flag Salute
"I salute the flag of the state of New Mexico, the Zia symbol of perfect friendship among united cultures."

II. AGENDA APPROVAL

III. PUBLIC COMMENTS ON AGENDA ITEMS

IV. CONSENT AGENDA

- A. Approve/Amend/Disapprove Minutes
 - i. October 24, 2023
[Minutes 10-24-2023_DRAFT](#)

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V. MATTERS FROM THE COMMISSIONERS

- A. Audrey Jaramillo
- B. Jerry Powers
- C. Phil Anaya
- D. Ken Brennan
- E. Sterling Donner

VI. MATTERS FROM THE CLERK

VII. MATTERS FROM THE CHIEF OF POLICE

VIII. MATTERS FROM THE TOWN MANAGER

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- B. Public Hearing: Ordinance 2023- 012 ATV/OHV Ordinance (Commissioner Powers) 14 - 16
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- C. Certification of Town's 6/30/2023 Capital Assets Listing (Commissioner Jaramillo)
- D. Creation of a Part-Time Community Outreach/Public Relations Employment Position and Job Description. (Commissioner Donner)
- E. Breakdown of Attorney and Legal Fees(Commissioner Donner) 17
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- F. Verkada Security Proposal for Edgewood Police Department, Edgewood Community Library, and Edgewood Animal Control. (Manager McCracken and IT Manager Noah Miller) 18 - 36
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- H. Presentation from P&Z Manager Brad Hill on recent abatements. (Manager McCracken) 40 - 43
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- I. Presentation from P&R Advisory Committee Member K.R. Scott on Senior Community Involvement.(Manager McCracken) 44
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- M. Approval of MOU GSD/FMD LRN# 2023-0091 Between the Town of Edgewood and the State Fire Marshall Regarding Use of the Old Town Hall Building. (Manager McCracken) 54 - 62
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- O. Approval of edits to the Town of Edgewood Personnel Policy Manual (Manager McCracken) 63 - 106
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- P. Resolution 2023-046 - Town of Edgewood 2024 Holiday Calendar (Manager McCracken) 107 - 108
[Resolution 2023-046 Holiday Calendar](#)
- Q. Approval of Sun Vista Outdoor Advertising LLC Agreement (Manager McCracken) 109 - 113
[Sun Vista Outdoor Advertising Agreement](#)
- R. Discussion Regarding Old Town Hall Proposal and Plan (Commissioner Donner)
- S. Discussion regarding the use of the Remaining 2014 Go Bond Funds on Rainbow Road. (Commissioner Jaramillo)

X. CLOSED SESSION

- A. As per Motion and Roll Call pursuant to NMSA 1978 Section 10-15-1(H)(8) - Meetings for the discussion of the purchase, acquisition or disposal of real property or water rights by the public body - Specifically, discussion considering a Land Swap Between the Town of Edgewood and EPCORE (Commissioner Donner)

XI. PUBLIC COMMENTS

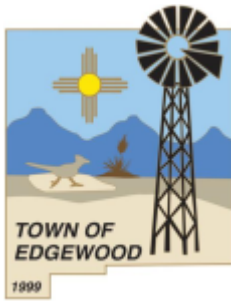
XII. FUTURE EVENTS

- A. Dumpster Days - November 18th and 19th from 9am to 5pm in the Town Hall Parking Lot
- B. Christmas Tree Lighting - December 2nd, 2023 at 5:00pm at Venus Park

XIII. FUTURE MEETINGS

- A. Regular Commission Meeting November 28th, 2023 @ 6pm in the Town of Edgewood Commission Chambers
- B. Regular Commission Meeting December 12th, 2023 @ 6pm in the Town of Edgewood Commission Chambers

XIV. ADJOURN



Town of Edgewood

Minutes

Regular

Tuesday, October 24, 2023 @ 6:00 PM

LIBRARY ACTIVITIES ROOM

I. WELCOME, INTRODUCTION, & ROLL CALL

Roll Call: Commissioner Anaya – Present

Commissioner Brennan – Present

Commissioner Donner – Present

Commissioner Jaramillo – Absent

Commissioner Powers – Present

Staff Present: Town Manager Nina McCracken, Clerk Rachel Martinez, Police Chief Roger Jimenez, IT Administrator Noah Miller.

A. Invocation

B. Pledge of Allegiance

C. NM Flag Salute

"I salute the flag of the state of New Mexico, the Zia symbol of perfect friendship among united cultures."

II. AGENDA APPROVAL

Motion – Commissioner Anaya made the motion to approve the agenda moving Item A to the December 12th meeting, Item D to the January 23rd meeting, Item H to the November 14th meeting, and removing Item F indefinitely.

Second – Commissioner Powers

Vote - Commissioner Anaya – Aye

Commissioner Brennan – Aye

Commissioner Donner – Aye

Commissioner Powers – Aye

Motion Carried 4 to 0

III. PUBLIC COMMENTS ON AGENDA ITEMS

Tom Sullivan – Legal Fees, attorneys sitting in on meetings.

Linda Burke – Old Town Hall

IV. CONSENT AGENDA

A. Minutes October 10, 2023

Motion – Commissioner Powers made the motion to approve the Consent Agenda.

Second – Commissioner Donner

Vote - Commissioner Anaya – Aye

Commissioner Brennan – Aye

Commissioner Donner – Aye

Commissioner Powers – Aye

Motion Carried 4 to 0

V. MATTERS FROM THE COMMISSIONERS (Timestamp 9:57)

- A. Audrey Jaramillo – Absent
- B. Jerry Powers – Presented the early voting schedule taking place at Town Hall; Gave update on where the Town is at with Appaloosa paving.
- C. Phil Anaya – Working on the sign for Venus Park; Thanked the road crew for their hard work.
- D. Sterling Donner – Working on a Grant through the State in which the Town has been pre-approved for 10 million to build a new community center.
- E. Ken Brennan – Commented on the Town’s attendance at the MESD Homecoming Parade and mentioned Trunk or Treat taking place 10/28/23; Gave an update on NCRTD.

VI. MATTERS FROM THE CLERK

Clerk Martinez mentioned her training in Santa Fe; Mentioned the early voting schedule; Informed the Commission of current projects regarding employee evaluations and employee trainings.

VII. MATTERS FROM THE CHIEF OF POLICE

Chief Jimenez informed the Commission of Sergeant’s testing beginning on December 5th through a third-party company; Warrant roundup and selective traffic enforcement will begin Monday 10/30/23; EPD was approved to get an armored rescue vehicle from Rio Rancho PD and is looking into getting a Humvee as well.

VIII. MATTERS FROM THE TOWN MANAGER

Manager McCracken also commented on the homecoming parade; Mentioned MESD has a zero-sign policy for the fences on the property; Mentioned her training in Las Cruces. She discussed the Comp Plan she has been working on with Brad Hill, Appaloosa chip seal that will be starting soon, and several abatements that are in process. Manager McCracken gave an update on the pedestrian bridge for Venus Park, Echo Ridge, the design plans for Venus Park, road priority and design plans, the equestrian center, a possible dumpster day in November, the Town Website, and the new budget system reports. She then gave the floor to Parks and Rec Administrator, Jimmy Martinez, to give an update on the Trunk or Treat.

- A. Department and Advisory Board Reports
 - i. Police
 - ii. Animal Control
 - iii. Municipal Court
 - iv. Roads
 - v. Library

vi. Maintenance

vii. Finance

IX. DISCUSSION AND ACTION ITEMS (Timestamp 36:50)

- A. Public Hearing: Ordinance 2023 -010 An Ordinance Setting Compensation of the Town of Edgewood's Governing Body Members, Planning & Zoning Commissioners, and Municipal Judge; Repealing and Replacing Ordinances 2004 -1 [Mayor Pay] and 2012 - 02 [Councilor and Judge Pay]. (Manager McCracken).
Moved to December 12th, 2023 Commission Meeting.
- B. Old Town Hall Proposal and Plan. (Commissioner Donner and Manager McCracken).
For information purposes only.
- C. Resolution 2023-045 BAR# (Manager McCracken and Deputy Treasurer Massey).
Motion – Commissioner Powers made the motion to approve Resolution 2023-045.
Second – Commissioner Donner

Vote - Commissioner Anaya – Aye
Commissioner Brennan – Aye
Commissioner Donner – Aye
Commissioner Powers – Aye
Motion Carried 4 to 0
- D. Resolution 2023-043 Public Gifts, Donations, and Fundraising. (Commissioner Jaramillo and Manager McCracken)
Moved to January 23rd, 2024 Commission Meeting.
- E. Approval of Changing Part Time Animal Control Position to Full Time Animal Control Position. (Chief Jimenez).
Motion – Commissioner Donner made the motion to approve changing the part time Animal Control position to a full time Animal Control position.
Second – Commissioner Powers

Vote - Commissioner Anaya – Aye
Commissioner Brennan – Aye
Commissioner Donner – Aye
Commissioner Powers – Aye
Motion Carried 4 to 0
- F. NM Self Insurer's Fund No-Cost Mediation for Governing Body. (Commissioner Jaramillo).
Removed from Agenda.

- G. Approval of Police Department Upgrade of Patrol Rifle Platforms. (Chief Jimenez).

Motion – Commissioner Donner made the motion to approve the Police Department upgrade of patrol rifle platforms.

Second – Commissioner Powers

Vote - Commissioner Anaya – Aye

Commissioner Brennan – Aye

Commissioner Donner – Aye

Commissioner Powers – Aye

Motion Carried 4 to 0

- H. Breakdown of Attorney and Legal Fees. (Commissioner Donner).

Moved to November 14th, 2023 Commission Meeting.

X. PUBLIC COMMENTS (Timestamp 1:09:24)

Cheryl Huppertz – Commented on email situation of the August 21st, 2023 meeting.

Eugene Barela – Commented on emergency management, the candidate’s forum, the new Town website, and elected officials on social media.

XI. FUTURE MEETINGS

- A. Regular Commission Meeting November 14, 2023 @ 6:00 PM in the Town of Edgewood Commission Chambers.

- B. Regular Commission Meeting November 28, 2023 @ 6:00 PM in the Town of Edgewood Commission Chambers.

XII. FUTURE EVENTS

- A. Trunk or Treat October 28th, 2023, 6pm-9pm.

XIII. ADJOURN

Motion – Commissioner Anaya made the motion to adjourn the meeting.

Second – Commissioner Donner

Vote - Commissioner Anaya – Aye

Commissioner Brennan – Aye

Commissioner Donner – Aye

Commissioner Powers – Aye

Motion Carried 4 to 0

The meeting was Adjourned at 7:36pm.

PASSED, APPROVED, and ADOPTED this 14th day of November 2023.

Kenneth Brennan, Mayor

ATTEST:

Rachel Martinez, Clerk

TOWN OF EDGEWOOD NEW MEXICO

Ordinance 2023-011

An Ordinance Amending Ordinance No. 2008-02
Establishing a Public Library and
Library Advisory Board

Amended

November 14, 2023

April 5, 2017

October 1, 2008

Town of Edgewood
PO Box 3610

~~1911 Historic Route 66~~ 171A NM 344

Edgewood, New Mexico 87015
Phone (505) 286-4518 Fax (505) 286-4519

TOWN OF EDGEWOOD ORDINANCE 2023-011

ESTABLISHMENT of PUBLIC LIBRARY and LIBRARY ADVISORY BOARD

This Ordinance repeals and replaces Ordinance 2008-02.

1. IN GENERAL

Be it Ordained by the Governing Body of the Town of Edgewood:

1.1 Established

There is hereby established in, pursuant to NMSA 1978 §§ 3-18-14 and for the Town a public library to be known as the Edgewood Community Library. The Edgewood Community Library shall be owned and operated by the Town.

1.2 Library Budget

The Board may make recommendations to the ~~Librarian~~ **Library Operations Manager** for budget requests associated with Library operations. Board members shall have no authority to obligate the Town financially.

1.3 Removal from Office

The ~~Commission~~Mayer may remove a member of the Board from office for cause, ~~with Council Commission approval.~~

2. LIBRARY ADVISORY BOARD

2.1 Library Advisory Board Organization

- a. The Board shall consist of five (5) members by ~~Mayoral appointment with Council Commission appointment approval.~~ Members of the Board shall be appointed for staggered terms of three (3) years. An Alternate Member shall be appointed for a 2-year term.
- b. Each member of the Board shall be a resident of the geographical area served by the Library.
- c. The Board shall at the first meeting of the **calendar** year and annually thereafter, elect from its membership a Chairman, Vice-Chairman and a Secretary. **The Chairman shall preside at Board meetings and sign minutes. In the absence of the Chairman, the Vice-Chairman shall preside at Board meetings. The Secretary is responsible for drafting meeting minutes and attesting by signature to the minutes prepared.** Officers of the Board shall hold office for a term of one year.
- d. Vacancies occurring in the membership of the Board shall be filled by Mayoral appointment with ~~Council Commission~~ approval for the balance of the unexpired term.
- e. Regular meetings shall be held, at a minimum, quarterly. Special meetings may be called by the Chairman of the Board in compliance with State of New Mexico Open Meetings Act.
- f. A quorum at any meeting shall consist of three or more Board members.

2.2 Library Advisory Board Responsibilities

The Library Advisory Board shall:

- a. Assist the ~~Librarian~~ Library Operations Manager in establishing policies and procedures for the administration of the Library.
- b. Notify the ~~Librarian~~ Library Operations Manager of any vacancies on the Board and recommend persons to fill vacancies.
- c. ~~The Chairman of the Board, or designee, shall serve on the Employment Hiring Committee when a position is available in the Library.~~
- d. Keep a record of its proceedings and submit a copy to the Clerk.
- e. Order of business at all regular Board meetings:
 - a. Roll Call
 - b. Approval of Minutes
 - c. Treasury Report
 - d. Communications
 - e. Report of Librarian
 - f. Unfinished Business
 - g. New Business
 - h. Announcements

3. LIBRARIAN

3.1 ~~Librarian~~ Library Operations Manager Responsibilities

The ~~Librarian~~ Library Operations Manager or their designee is directed to act as liaison between the Board and the Town. In this capacity, the ~~Librarian~~ Library Operations Manager or their designee shall:

- a. Post the Agenda for Board meetings.
- b. Attend said meetings or provide notice of ~~his/her~~ their unavailability to attend.
- c. Act as the executive director of the policies and procedures recommended by the Board and approved by ~~Council~~ Commission.
- d. Notwithstanding any other provisions of this Ordinance, the responsibility for making recommendations directly to the Governing Body on Library matters lies with the ~~Librarian~~ Library Operations Manager, who may adopt, modify, and/or reject proposals from the Board in reporting to the Governing Body, but shall nonetheless report fully to the Governing Body on all Board deliberations and discussions.
- e. The ~~Librarian~~ Library Operations Manager shall, at all times, remain subject to the supervision of the ~~Mayor~~ Town Manager and such other employees as properly delegated by the ~~Mayor~~ Town Manager, and shall not be supervised by the Board or individual Board members.

This

PASSED, APPROVED, and ADOPTED this 14th day of November 2023.

Kenneth Brennan, Mayor

ATTEST:

Rachel Martinez, Clerk

ORDINANCE NO. 2023-012
AN ORDINANCE ALLOWING THE USE AND REGULATION OF OFF-HIGHWAY AND
ALL-TERRAIN VEHICLES ON THE STREETS WITHIN THE TOWN OF EDGEWOOD

Ordinance 2023-012 repeals and replaces Ordinance 2023-006

WHEREAS, the New Mexico Legislature amended the Off -Highway Motor Vehicle Act ("Act") (Section 66-3-1001 through 66-3-1020, NMSA 1978) during the 2016 Legislative Session permitting the operation of off-highway motor vehicles on streets; and

WHEREAS, the amendment to the Act went into effect on May 18, 2016; and

WHEREAS, With the passing of NM Senate Bill 270 during the 2016 state legislative session, local authorities and the state transportation commission have the authority to pass resolutions or ordinances to designate certain paved roads as open to specific ATV or ROV travel within their respective communities.

WHEREAS, It is presently illegal to operate an ATV or ROV on a paved road ***unless*** a local authority or the state transportation commission has passed an ordinance allowing such use on specific roads in specific communities.

WHEREAS, the Act allows a Local Authorities, by ordinance or resolution, to authorize off-highway motor vehicles to be operated on a gravel, a paved, or a dirt street owned or controlled by the Local Authorities and permits the Local Authorities to enact the use of off-highway motor vehicles in a way that fits with the community; and

WHEREAS, the Town of Edgewood wishes to improve the quality of life for its residents by enabling access to Edgewood residents, both locally and remote, recreational and utility use opportunities such as non-commercial snow plowing, neighbor mowing, or during severe weather conditions access to residences, stores, or emergency facilities.

WHEREAS, authorizing off-highway vehicles to be operated on streets and roads owned or controlled by the Town of Edgewood will benefit neighborhood residents in support of these additional benefits.

WHEREAS, the ~~the~~ Town of Edgewood desires to authorize the operation of recreational off-highway vehicles on streets and roads owned or controlled by the Town of Edgewood; and

NOW THEREFORE BE IT ORDAINED BY THE TOWN OF EDGEWOOD GOVERNING BODY THAT:

SECTION 1. PURPOSE - The purpose of this Ordinance is to allow the operation of off-highway vehicles (OHV) on a graveled road, paved street, or highway owned and controlled by the Town of Edgewood, as authorized in this Ordinance.

SECTION 2. DEFINITIONS - As used in this chapter, the following definitions shall apply:

OFF HIGHWAY VEHICLE (OHV) - A motor vehicle designed by the manufacturer. for operation exclusively off the highway or road and includes:

(A) ALL-TERRAIN VEHICLE (ATV) - A motor vehicle fifty inches or less in width, having a unladed dry weight of one thousand pounds or less, traveling on three or more low-pressure tires and having a seat designed to be straddled by the operator and handlebar-type steering control;

(B) RECREATIONAL OFF-HIGHWAY VEHICLE (ROV) - A motor vehicle designed for travel on four or more non-highway tires, for recreational or utility use (non-commercial snow plowing, mowing, or access to residences, stores, or emergency facilities during severe weather conditions), and having:

- a) A steering wheel for steering control;
- b) Non-straddle seating;
- c) Maximum speed capability greater than thirty-five miles per hour;
- d) Gross vehicle weight rating no greater than one thousand seven hundred fifty pounds;
- e) Less than eighty inches in overall width. exclusive of accessories;
- f) Engine displacement of no more than one thousand cubic centimeter; and
- g) Identification by means of a seventeen-character vehicle identification number; or

(C) By rule of the New Mexico Department of Game & Fish, any other vehicles that may enter the market that fit the general profile of vehicles operated off the highway for recreational purposes.

(D) LIMITED ACCESS HIGHWAYS OR FREEWAYS – Limited Access highways are roads that have been built to allow traffic to move more freely. These roads include interstates and freeways that connect major cities, as well as state highways that connect smaller towns and cities. The term “limited access” means that there are no intersections on these roads.

SECTION 3. OPERATION ON STREETS OR HIGHWAYS - An off-highway motor vehicle that is in compliance with the following requirements may be operated on any street or highway owned and controlled by the city-Town, or which are dedicated to public use, and specifically excluding Limited Access Highways or Freeways when:

- (A) The vehicle has one or more headlights and one or more taillights that comply with the Off-Highway Motor Vehicle Act. Sec 66-3-1001 thought 66-3-1021. NMSA 1978;
- (B) The vehicle has brakes, mirrors and mufflers;
- (C) The operator has a valid driver's license, instruction permit or provisional license and a off-highway motor vehicle safety permit;
- (D) The operator is insured in compliance with the provisions of the Mandatory Financial Responsibility Act, Sec 66-4-201 thought 66-5-248 NMSA 1978;
- (E) OHV operators who are New Mexican residents who operate their vehicles on paved streets within the Town of Edgewood boundaries must have the the standardized special off-highway motor vehicle paved road sticker and vehicle license plate in accordance with this Ordinance and the Off-Highway Motor Vehicle Act
- (F) The Vehicle is currently registered in this state or another state pursuant to the provisions of NMSA 1978, 66-3-1004: and

- (G) The operator of the vehicle is wearing eye protection, or the vehicle provides eye protection by a full windshield. Half or partial windshields do not qualify as eye protection; and
- (H) The operator and all passengers of the OHV are properly secured by safety belts including compliance with 2006 New Mexico Statutes 66-7-369 Child Passenger Restraint;
- (I) No more than two persons are permitted on any saddle seat vehicle;
- (J) A person operating a recreational off-highway vehicle shall ride only upon the permanent and regular seat attached thereto and such not carry any other person nor shall any other person ride on a recreational off-highway vehicle unless such vehicle is designed to carry more than one person, in which event a passenger may ride upon the permanent and regular seat. No operator shall carry any person, nor shall any person ride, in a position that will interfere with the operation of the off-highway motor vehicle or the view of the operator.

SECTION 4. TOWN OF EDGEWOOD OHV OBEDIENCE TO TRAFIC LAWS REQUIREMENTS

- a) Any person operating an off-highway motor vehicle shall obey all traffic laws, rules and ~~b)~~ Regulations.
 - ~~e)b)~~ The speed limit for ATVs operated within the Town of Edgewood shall be the posted speed limit. The operator shall always operate the OHV or ATV in the far right lane and If the posted speed limit is higher than 35 miles per hour, the operator shall operate the ATV on the extreme right-hand side of the roadway.
 - ~~d)c)~~ The speed limit for recreational OHVs and ATVs, operated within the Town of Edgewood shall be the posted speed limit.

SECTION 5. TOWN OF EDGEWOOD PROHIBITED AREAS

A person shall not operate an off-highway motor vehicle on any:

- (1) limited access highway or freeway at any time;
- (2) walking trails;
- (3) parks owned or maintained by the Town of Edgewood
- (4) Off-highway motor vehicles may cross streets or highways, except limited access highways or freeways, if the crossings are made after coming to a complete stop, prior to entering the roadway. Off-highway motor vehicles shall yield the right-of-way to oncoming traffic and shall begin a crossing only when it can be executed safely. Off-highway motor vehicles shall cross streets or highways in the most direct manner as close to a perpendicular angle as possible.

PASSED, APPROVED, and ADOPTED this 14th day of November 2023.

Kenneth Brennan, Mayor

ATTEST:

Rachel Martinez, Clerk

LEGAL FEE BREAKDOWN SINCE 2022

Bassett Case	\$125, 450
MESD Case	\$86,600
Pro Life Ordinance	\$18,560
Miscellaneous (IPRA, Commission Manager, Planning and Zoning, Etc.)	\$55,490



PO Box 30905 Albuquerque, NM 87190
P: 505-881-6266 F: 505-588-2922

AGENDA ITEM #11-E
SALES QUOTE

Sales Quote No: QT1005
Date: 10/20/23
Account No: CO26

Bill To: City Of Edgewood
171 New Mexico 344

, NM 87015
USA

Ship To: City Of Edgewood
171 New Mexico 344

, NM 87015
USA

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
Thomas Key		Drop Shipment		11/19/23

Notes

CES Contract: 2023-20-C112-ALL. Edgewood Animal Control with Install. Includes 1 year software license. No additional monthly or equipment replacement costs. 10 Year warranty on all equipment. +Tax unless Tax exempt certificate on file.

Installation Includes:

- 1 - Installation of Verkada sensors
- 6 - Installation of Verkada cameras w/mounts
- 7 - CAT 6 cable drops for sensors / cameras / intercom
- 7 - RJ45 CAT 6 ends
- All CAT 6 cables, cameras, and sensors tested to confirm functionality
- Setup of devices in Verkada Command

Edgewood to self install 3 Cameras to be placed at other locations.

Sale on equipment ends October 31st. Cost Savings \$1209.09

Item No	Description	Quantity	UM	Price	Disc	Amount
CD42-256-HW	CD42 Indoor Dome Camera, 256GB	2.00	Each	\$999.00	0.30	\$1,398.60
0003	CD42-256E-HW CD42-E Outdoor Dome Camera, 256GB, 30 Days Max	4.00	Each	\$1,199.00	0.30	\$3,357.20
CB52-256TE-HW	CB52-TE Outdoor Bullet Camera, 256GB	1.00	Each	\$1,499.00	0.30	\$1,049.30
CF81-30E-HW	CF81-E Outdoor Fisheye Camera, 512GB	2.00	Each	\$1,999.00	0.30	\$2,798.60
SV23-HW	Verkada SV23 Environmental Sensor	1.00	Each	\$999.00	0.30	\$699.30
0000	WiredNM Installation	1.00	Each	\$2,391.33	0.00	\$2,391.33
0003	LIC-1Y 1-Year Camera License	9.00	Each	\$199.00	0.30	\$1,253.70
LIC-SV-1Y	Verkada 1-year sensor license	1.00	Each	\$249.00	0.50	\$124.50

Don't forget...you can now sign up for online access to your account. Just visit nubegrp.com and click on E-Info Customer Portal. You can self register and its free. Submit meter reads, pay invoices, view features of your account and much more!!

Subtotal	\$13,072.53
Discount	\$0.00
Freight	\$170.00
Sales Tax	\$0.00
Sales Order Total	\$13,242.53



PO Box 30905 Albuquerque, NM 87190
P: 505-881-6266 F: 505-588-2922

AGENDA ITEM #11-E
SALES QUOTE

Sales Quote No: QT1009
Date: 10/25/23
Account No: CO26

Bill To: City Of Edgewood
171 New Mexico 344

, NM 87015
USA

Ship To: City Of Edgewood
171 New Mexico 344

, NM 87015
USA

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
Thomas Key		Drop Shipment		11/24/23

Notes

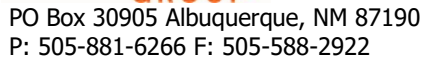
CES Contract: 2023-20-C112-ALL. Edgewood Library. Includes 1 year software license. No additional monthly or equipment replacement costs. 10 Year warranty on all equipment.
Installation Includes:

- 16 - Installation of Verkada cameras w/mounts
- 16 - CAT 6 cable drops for cameras
- 16 - RJ45 CAT 6 ends
- All CAT 6 cables and cameras tested to confirm functionality
- Setup of devices in Verkada Command

Item No	Description	Quantity	UM	Price	Disc	Amount
0003	CM41-30-HW CM41 Indoor Mini Dome Camera, 128 GB, 30 Days Max	16.00	Each	\$799.00	0.23	\$9,843.68
0000	WiredNM Install	1.00	Each	\$5,483.04	0.00	\$5,483.04
0003	Lic-1y 1 Year Camera License	16.00	Each	\$199.00	0.30	\$2,228.80

Don't forget...you can now sign up for online access to your account. Just visit nubegrp.com and click on E-Info Customer Portal. You can self register and its free. Submit meter reads, pay invoices, view features of your account and much more!!

Subtotal	\$17,555.52
Discount	\$0.00
Freight	\$272.00
Sales Tax	\$0.00
Sales Order Total	\$17,827.52



Sales Quote No: QT1008
Date: 10/25/23
Account No: CO26

Ship To: City Of Edgewood
171 New Mexico 344

, NM 87015
USA

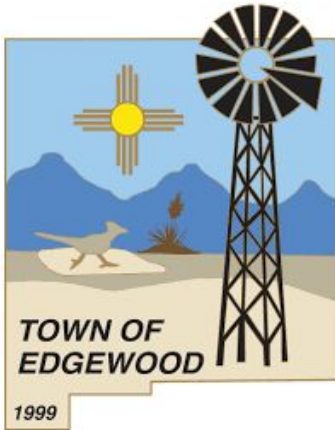
Notes
CES Contract: 2023-20-C112-ALL. Edgewood PD. Includes 1 year software license. No additional monthly or equipment replacement costs. 10 Year warranty on all equipment. Installation Includes: • 5 - Installation of Verkada cameras w/mounts • 5 - CAT 6 cable drops for cameras • 5 - RJ45 CAT 6 ends • All CAT 6 cables and cameras tested to confirm functionality • Setup of devices in Verkada Command

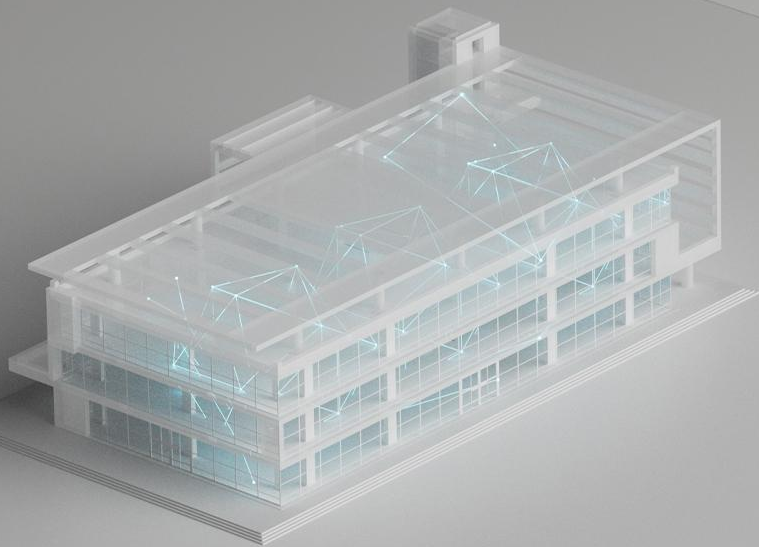
Don't forget...you can now sign up for online access to your account. Just visit nubegrp.com and click on E-Info Customer Portal. You can self register and its free. Submit meter reads, pay invoices, view features of your account and much more!!	Subtotal	\$6,612.85
	Discount	\$0.00
	Freight	\$85.00
	Sales Tax	\$0.00
	Sales Order Total	\$6,697.85

Don't forget...you can now sign up for online access to your account. Just visit nubegrp.com and click on E-Info Customer Portal. You can self register and its free. Submit meter reads, pay invoices, view features of your account and much more!!

Intro to

Physical Security from Verkada





Agenda

Introduction to Verkada

The Value of Verkada for Edgewood

Q&A*

Speakers



Brett Stuhr

New Mexico SLED
brett.stuhr@verkada.com
(623) 304-1217



Company

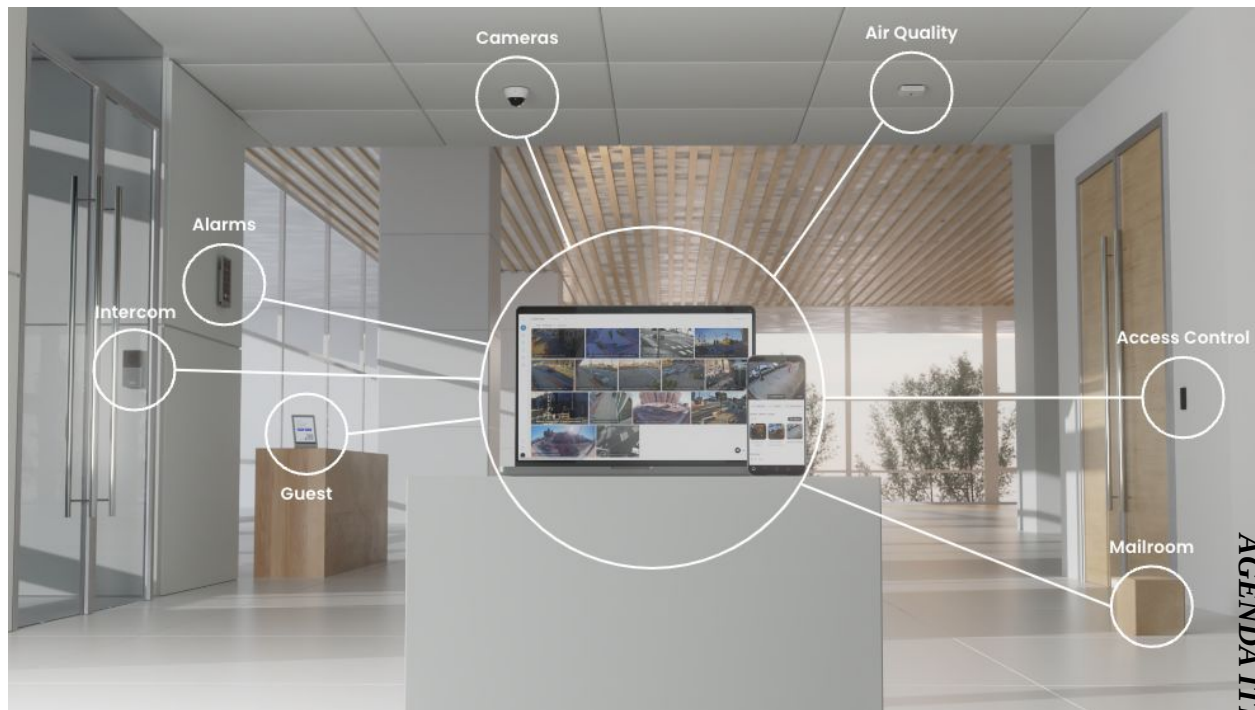
1,700 employees
20,000 customers worldwide
\$360M funding raised to date

Vision

Create the integrated operating system for the physical world

Mission

To protect people and property in a privacy-sensitive way.



Why Make a Change?



Challenge	Our Challenges with Current System	Verkada Solutions
Outdated System	- Integrating multiple NVRs is complex across campuses. - No centralized monitoring - Need better development with cloud strategy than current outdated NVR system - No real-time alerts or automatic firmware and software updates - Current system has poor image quality and needs adjusted coverage - No LPR capabilities	- Access cameras anywhere, anytime, on any device - Cameras, access control, sensors, etc can be managed from one centralized platform making it very easy to manage - All software updates are included and are delivered to cameras automatically - Verkada provides high quality image on all cameras ranging from 5MP to 12MP with digital and optical zoom capabilities to give your team the needed coverage and the ability to protect the Edgewood community
Access Control	Physical Locks in most buildings. A lot of manual workflow.	Bluetooth + key card unlock. Tons of analytics and video verification.
Ease of Use	- Systems are difficult to access, tools are complex for finding, saving, and sharing footage. - No remote accessibility - Difficulty navigating the current system	- Verkada is easier for non-technical users with providing an easy to use user interface paired with AI analytics that takes the time to find relevant footage down to seconds. - Users can save and share encrypted footage via SMS or email in seconds securely
No Real-Time Alerts	- Current system does not provide real-time alerts - No person of interest alerts	Verkada provides proactive alerts for people of interests, vape, temperature, motion notification, tamper alerts, offline, or updating as SMS, email, or push notification on mobile application
Maintenance and Support	- Cameras and servers are prone to break down, taking entire systems offline - Repairs require a technician, and high out-of-warranty costs as current warranties are up - Device software patching is resource intensive	- All Verkada cameras include a 10-year warranty (next-day delivery on all replacements) - Cameras can be easily swapped by IT, removing the need for on-site technician visits - All software updates are included and are delivered to cameras automatically.



Trusted By Industry Leaders in the U.S.A



Trusted by the New Mexico & AZ Communities

500+ Customers | 38+ Gov't Entities | 150+ School Districts K-12

- Town of Bernalillo
- Truth or Consequences
- Clovis Community College
- Zuni Public School District
- City of Santa Fe
- Village of Los Lunas
- Chaves County
- Sandoval County
- Village of Milan
- University of the Southwest
- Cibola County
- City of Grants
- Roosevelt County
- Floyd Municipal School District
- City of Edgewood
- City of Carlsbad
- City of Magdalena
- Hondo Valley Public Schools
- City of Rio Rancho
- City of Gallup
- Jemez Valley Public Schools
- Quay County
- San Miguel County
- Rough Rock Community School
- Town of Red River
- Kha'p'o Community School
- Navajo Technical University
- City of Las Vegas
- City of Aztec
- City of Tohajiilee
- The Navajo Nation EMS
- Cimarron Municipal Schools
- Red Rock Elementary School District
- Roosevelt Elementary School District
- New Mexico School for the Arts
- Navajo Land Department
- Solare Collegiate Charter School
- Albuquerque Charter School
- Albuquerque School of Excellence
- Show Low Unified School District
- Skyline Education
- South Ridge High School
- Southwestern Christian Schools
- Superior Unified School District
- Trinity Lutheran School
- United Christian Schools
- University of Advancing Technology
- Valley Lutheran High School
- Villa Montessori
- West Valley Christian School
- Yuma High School District
- University of Arizona
- Grand Canyon University
- Eastern Community College
- Maricopa Community Colleges
- Arizona Department of Education
- State Bar of Arizona
- City of Avondale
- City of Casa Grande
- City of Flagstaff
- City of Tolleson
- City of Tombstone
- City of Tucson
- Town of Prescott Valley
- Town of Queen Creek
- Bullhead City
- Greenlee County
- Navajo County
- Fort Yuma Quechan Tribe
- Fort McDowell Yavapai Nation
- Navajo Nation
- Navajo Department of Workforce
- Tohono O'dham Nation
- Community Bridges
- Arizona Humane Society



Controlled Total Cost of Ownership

Transparent pricing, 10-year warranty and best in class support

License Overview

- No hidden costs – predictable renewal costs
- 10-year warranty on all hardware; next day RMAs
- Best-in-class 24/7 technical support
- No ongoing maintenance costs
- Automatic, free-of-cost firmware updates
- Unlimited users
- Unlimited cloud storage

How Pricing Works



Hardware
(Up to 365 Days of Local Storage)

+



License
1,3,5, 10-Year License

.....



Verkada vs. Axis

System Architecture	Ease of Use	UI/UX	Support
Verkada: Hybrid cloud architecture has no NVR's/servers to manage and eliminates the single point of failure.	Verkada: Fast setup with plug-and-play cameras. No added software or port forwarding. Find, save, share footage from any device.	Verkada: All Verkada devices are natively integrated under a single pane of glass. Made for both technical and non-technical users.	Verkada: All packages include automatic firmware updates. 24/7 customer support via phone, chat, and email also included in standard license.
Axis: Call their NVR "out of the box" but it remains a single point of failure. Results in ongoing maintenance, expensive to manage over time. Need to purchase a cloud connect via a 3rd party solution for cloud access.	Axis: UI is not intuitive. Complex setup – users need to configure IP addresses, launch a setup tool, manually configure the camera, image settings, and network settings.	Axis: Software is based on Windows – poor user experience. Base settings require manual adjustment and configuration expertise.	Axis: Updates are very tedious and require manual patching by the customer. Support only available via website form request – no phone or chat provided.



Product Introductions

command.verkada.com



Verkada Cameras

Simple to use, secure by default, and bandwidth friendly - Verkada cameras are easy to scale and manage from anywhere.



Dome Series

Durable and versatile, built to withstand high-traffic areas.



Mini Series

Enhanced resolution and a small form factor that fits any space.



Bullet Series

Performance meets durability to withstand the toughest conditions.



Multisensor Camera

Four camera heads for comprehensive coverage from a single install point.



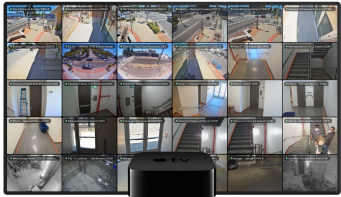
Fisheye Camera

Immersive coverage in 360° with digital pan-tilt-zoom.



PTZ Camera

Total control at your fingertips with 360° pan and 220° tilt.



VX52 Viewing Station

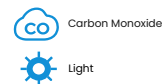
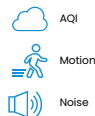
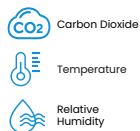
Optimized for live viewing.



Air Quality Sensor

All-in-one sensor for better environmental insights

- **Measure indoor air quality** to reduce health hazards and ensure optimal HVAC performance
- **Receive proactive alerts** of unusual changes detected in your environment
- **View granular details** of the potential causes
- **Display dashboards** to help bring air quality to life in real time with actionable visualization.





Verkada Access Control

Cloud-based access control

- **Scale:** Deploy on one door or 10,000 doors quickly and easily.
- **Speed:** Get the scalability of the cloud with the security of on prem hardware.
- **Coverage:** Secure every type of door and every type of user with the Verkada's platform.
- **Credentials:** Manage employee and student badges with flexible credential methods

End to End Access Control

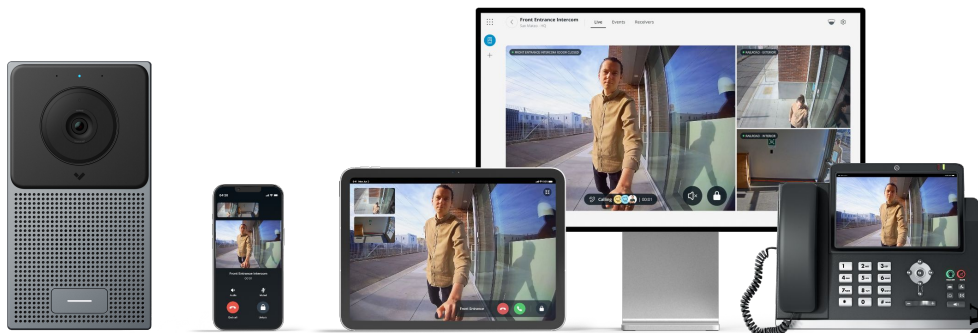




Verkada Intercom

Effortless Intercom Calling, Enhanced Security. 3 in 1 solution.

- Receive incoming calls in 5MP on any device.
- Remotely manage and receive intercom calls from any browser or device.
- Calls can be routed to any phone, no network or geographical limitations.
- One-click video and audio playback provide enhanced call clarity.



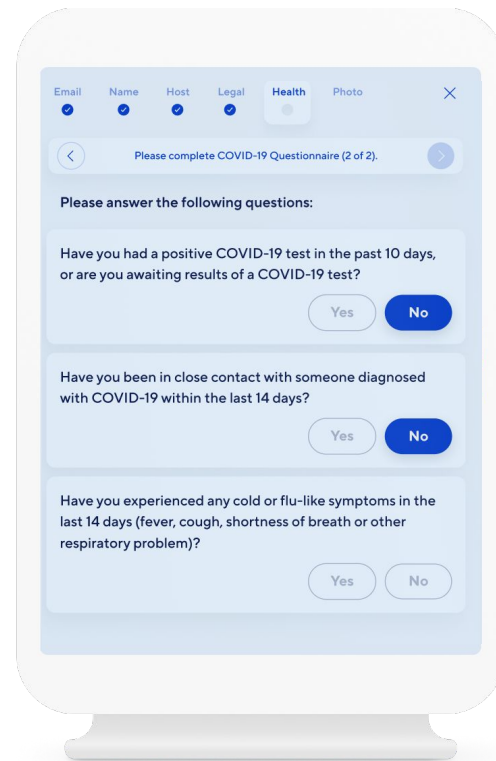
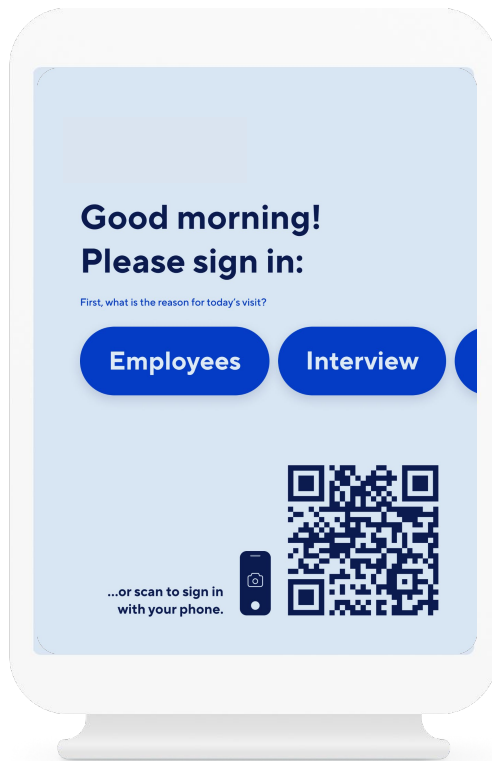


Guest

Simpler, safer employee and guest management

- **Simplify check-in** with personalized check-in templates
- **Keep your workplace safe** with touchless check-in, host approvals and security screens
- **Manage security in a single view** with camera and access control integration

Page 34 of 113



AGENDA ITEM #IX.F.



One. Single. Platform.



Verkada

Q Devices or sites

Manage Sites



Cameras



Access



Air Quality



Alarms



Intercom



Guest



Mailroom



Admin



Devices



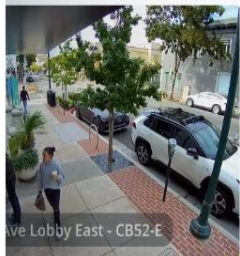
Add Devices



Floorplans



Lockdown



Ave Lobby East - CB52-E



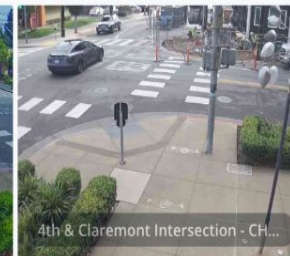
3rd Ave & Claremont St - CP52 Sen...



Claremont St North - CH52-E (Sens...



Claremont St North - CH52-E (Sens...



4th & Claremont Intersection - CH...



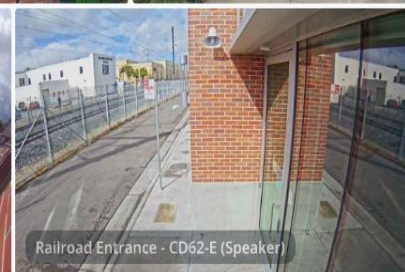
...or - CD52-E



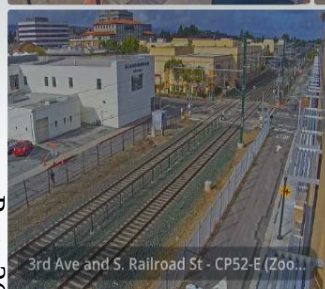
4th & Claremont - CF81-E (Corner mount four-way s...



4th Ave - CF81-E (Pano mode Timelapse)



Railroad Entrance - CD62-E (Speaker)



3rd Ave and S. Railroad St - CP52-E (Zoo...



2nd Ave & S. Railroad St - CP52-E (Zoom...



Gridless Cam 1 - CB62-TE (Fully Zoomed Out)



Gridless Cam 2 - CB62-TE (Fully Zoomed In)



South Claremont LPR Context - CB62-E



AGENDATTM #IX
Map

NEWS

OUR LATEST BLOG UPDATES

EFFORTS TO INSTALL SAFE HAVEN BABY BOXES SPREAD THROUGHOUT NEW MEXICO

10/26/2023

0 Comments



SAFE HAVEN BABY BOX CEREMONY



Belen, New Mexico



Bud & Tara Shaver

We are working toward an
Abortion Free New Mexico
where every pre-born
child is valued and
protected.

DONATE NOW

Sign up for updates

* INDICATES REQUIRED
FIELD

EMAIL *

☐ I agree to receiving
marketing and
promotional materials *

SUBSCRIBE

Search

(Pictures provided by Annette Castillo)

By Bud Shaver,

On October 21 the Carlsbad Fire Station 1 had their Safe Haven Baby Box blessed at a ceremony that was open to the public.

This makes for the 4th Safe Haven Baby Box installed in the state of New Mexico, the others are located in Española and Hobbs.

The city of Farmington approved a resolution on October 11 of this year for a box to be installed at Fire Station 2 and other cities are considering installations.

Safe Haven Baby boxes provide an alternative to abandoning newborns or disposing of them in dumpsters or trash cans which happens far too often here in the Land of Enchantment. Newborns under 90 days old can be placed in these Safe Haven Baby Boxes or taken to a local church, hospital, fire station or police station with staff on site.

On September 23 of this year, a healthy baby boy was safely placed in the Hobbs Safe Haven baby box. This was the first life that has been saved in New Mexico and serves as proof that these boxes are an effective tool to save lives.

Tara Shaver, spokeswoman for Abortion Free New Mexico issued the following statement,

“It’s beautiful to see that New Mexico has life affirming options for women who are simply overwhelmed or unprepared for motherhood. It is truly a sacrificial act of love that leads these moms to deposit their babies into a Safe Haven baby box, thereby giving them a hope and a future. Abortion Free New Mexico is in full support of these baby boxes and it is our hope that every county will install these as quickly as possible and that more awareness about their availability will spread like wildfire across the state. Every life is beautiful and is worth protecting, both inside and outside of the womb.”

Archives

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[September 2019](#)
[August 2019](#)

Rachel Martinez

From: Sasser, Shanna, DFA <Shanna.Sasser@dfa.nm.gov>
Sent: Wednesday, November 1, 2023 2:23 PM
To: clerk
Subject: RE: [EXTERNAL] RE: Infant surrender box funding

You don't often get email from shanna.sasser@dfa.nm.gov. [Learn why this is important](#)

Rachael,

Thanks for your interest in this program, here are some of the details around it:

- 1) DFA will need a letter of interest for the funding from the local government requesting the funding for the box. DFA provides the \$10,000 to purchase the box.
- 2) The local government must fund the construction and installation of the box. I am hearing from local governments the costs to install have run from \$3,000 to \$11,000. The timeline and costs to completing are determined by this factor. Espanola, Carlsbad, Belen, and Hobbs have them already, so I recommend calling them to get more details around their experience with the install process and costs. (especially since the estimates vary so much)
- 3) There is also a yearly maintenance fee that comes from the infant surrender company that is used.
- 4) DFA does not cover the installation costs, only the box itself, and that money is readily provided to the local government.

If you decide to move forward, just send me a letter of interest for the funding and we will make it happen!

Best, Shanna

Good morning,

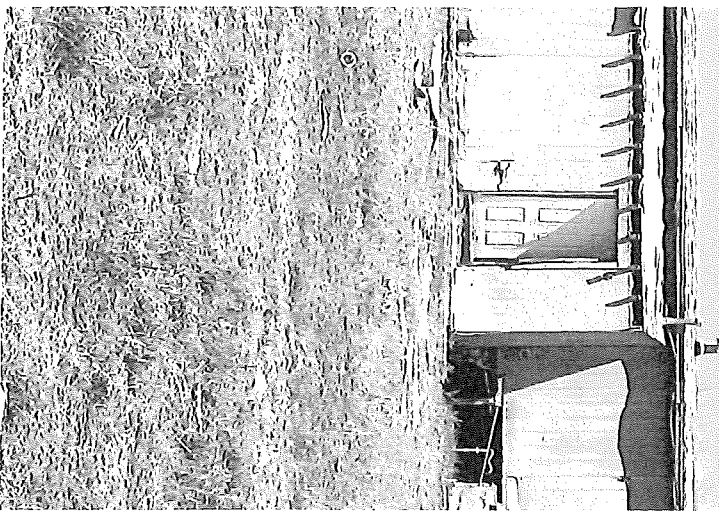
We still have funding at the Department of Finance and Administration available for the infant surrender devices for areas around the state. (The grant pays for the box and the local government pays the installation costs.) Please reach out to me if you are interested in having one of these infant surrender devices installed in your community.

Best, Shanna

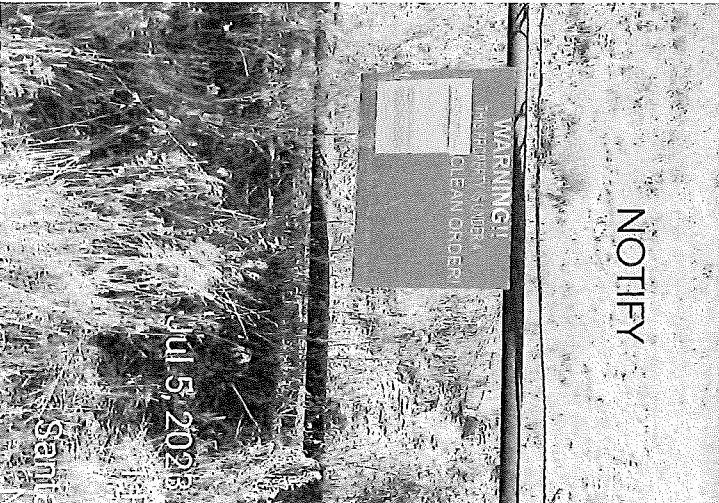
Shanna Sasser, EdD
Rural and Frontier Equity Ombudsman
shanna.sasser@dfa.nm.gov

P & Z / CODE ENFORCEMENT - NUISANCE ABATEMENT
AUGUST 2023 - NOVEMBER 2023

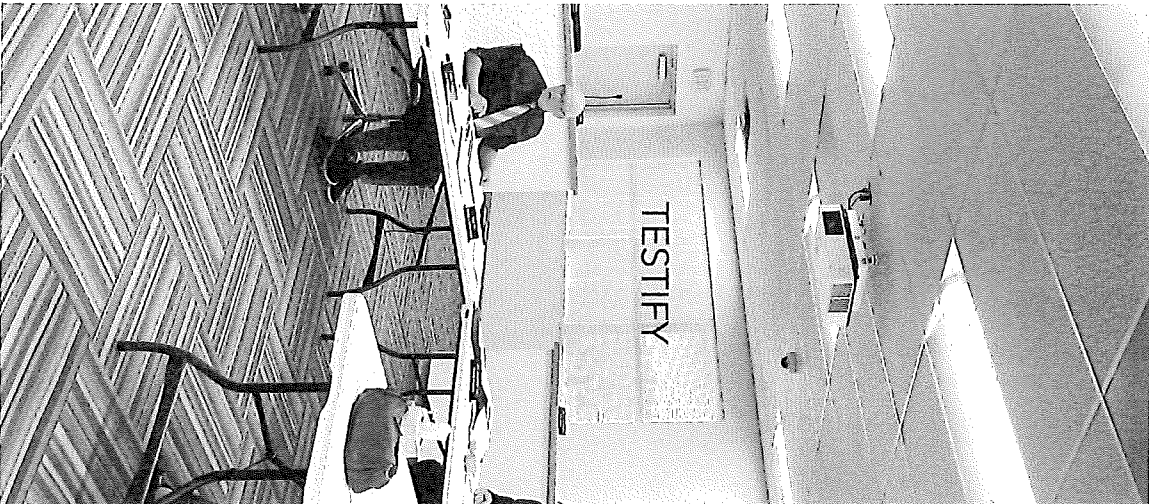
IDENTIFY



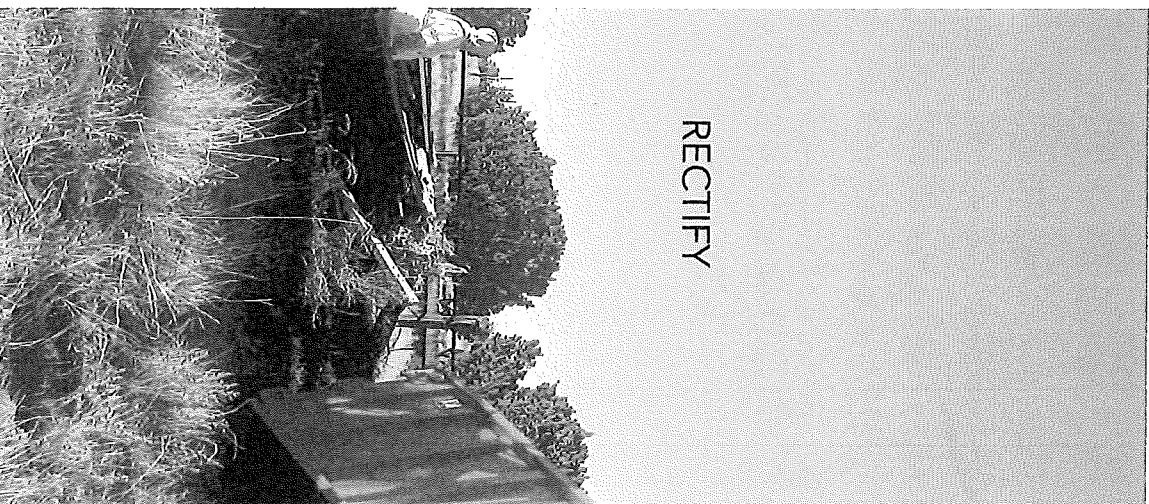
NOTIFY



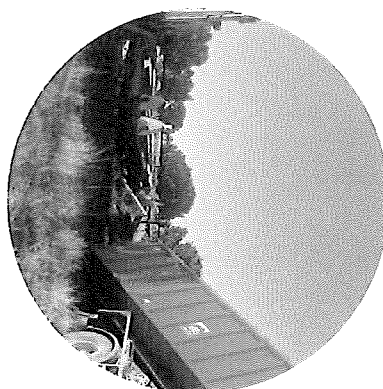
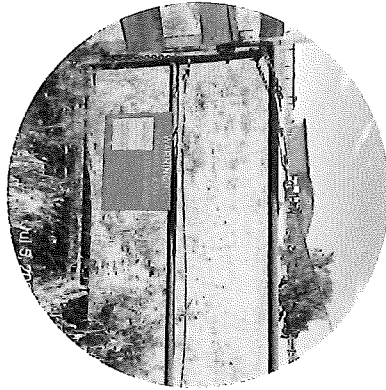
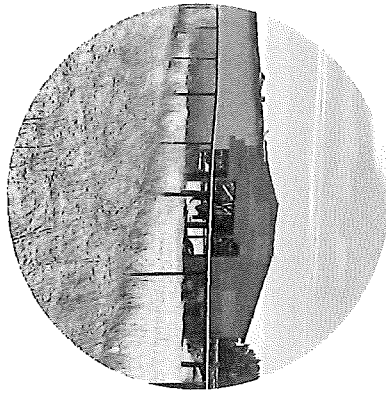
TESTIFY



RECTIFY



ABATEMENT PROCESS



Step 1

IDENTIFY THE NUISANCE

Send Courtesy Letter

Step 2

NOTICE TO ABATE

Post Sign

Send Letter giving ten days to
remove nuisance

Send and Post Notice of Hearing

Step 3

CONDUCT HEARING

Provide proper notice of Hearing

Present case to Hearing Examiner

Receive Order to Abate

Step 4

REMOVE THE NUISANCE

Provide proper posting and give
notice of removal action

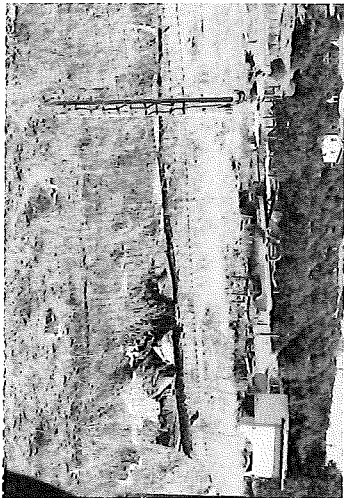
Physical removal of identified
nuisance

DEFINED NUISANCES

TRASH & DEBRIS



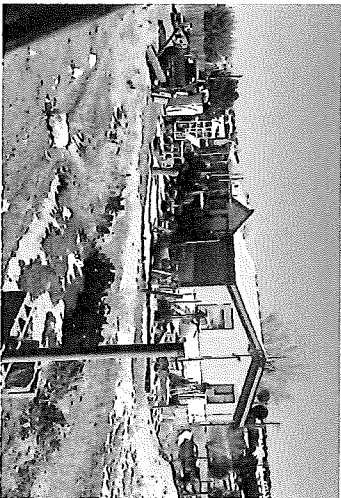
ABANDONED VEHICLES



DILAPIDATED BUILDING

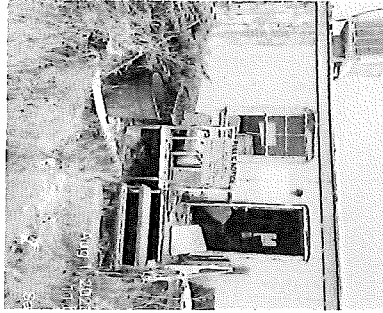


ALL OF THE ABOVE

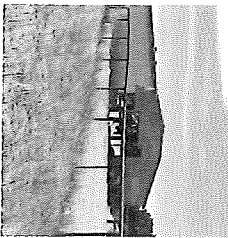


RESOLVED OR ADJUDICATED MATTERS

17 Quail Run East
Adjudicated



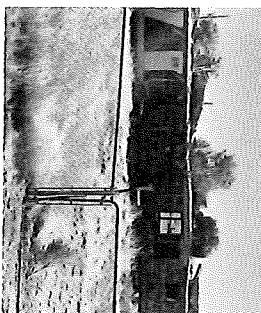
10 Range Road
Adjudicated



72 Range Road
Stipulation



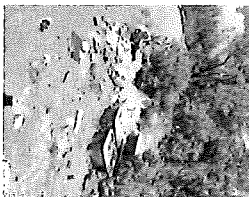
5 Richardson Road
Stipulation



14 & 16 Mustang Road
Stipulation



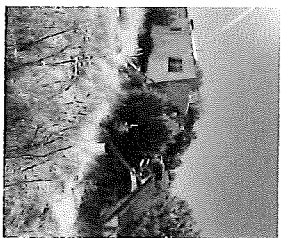
32 Morper Ln
Action Plan



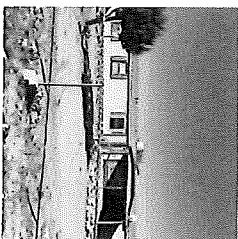
70 Range Road
Stipulation



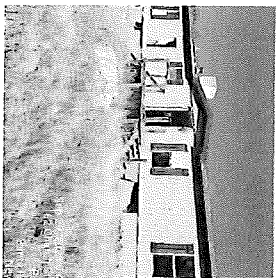
92 Mustang Road
Adjudicated



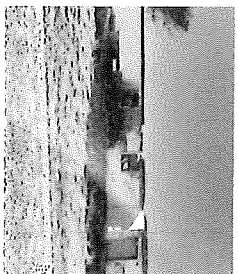
7 Range Road
Action Plan



5, 7 & 9 Bearspot
Adjudicated



54 Range Road
Stipulation



Town of Edgewood
Parks and Recreation Advisory Committee

SENIOR PROGRAM PROPOSAL

Edgewood's large senior (60+) population does not have any programmed activities or events offered by the Town. We propose the following multi-prong approach to engaging with and serving this special population.

- 1) The Town hosts a Senior meeting to get information FROM Seniors about activities and services they desire the Town to offer.
 - a. This meeting, held at Town Hall, would include available Commissioners, the Town Manager and/or Clerk, the Parks and Recreation Manager, Representatives of the PRAC, the Manager of the Santa Fe County Senior Center, and a representative of the NM Aging and Long-Term Care Department to discuss available activities and services and listen to requests and concerns of the Senior community.
 - b. The Santa Fe County Senior Center will cover services and programs currently available and ways for the Center to offer additional activities as demand and available volunteers allow. of currently available services and services that could be offered as demand requires.
 - c. State services will be covered by an appropriate representative.
 - d. Requests for service and concerns from the Seniors audience will be solicited and recorded (by video to be posted on the Town website?).
 - e. The Town will solicit Senior volunteers to form a group to help develop and run the Town's Senior activities and events in coordination with the Parks and Recreation Manager, the PRAC, and the Senior Center.
- 2) From this meeting, a summary will be prepared for public review and comment and coordination among the different government groups to work towards offering as many of the requests as is financially, facility, and personnel possible.
- 3) The Town will consider how the Old Town Hall may be used to provide facilities that can be used for requested Senior activities when the Senior Center is not available or as an outreach of the Senior Center.
- 4) The Town will pursue with Santa Fe County additional resources for the Senior Center so that it may offer more open hours, and build and equip an outdoor activities area (ex: Pickleball, Bocce Ball, or other requested Senior outdoor activities) beyond the Senior Garden and the Memorial Arbor and Rose Garden.
- 5) Timeline:
 - a. Public Meeting held By December 17th, 2023
 - b. Summary prepared and posted by January 12th, 2024
 - c. Public Response collected and the beginning of Inter-governmental coordination by March 1st, 2024
 - d. Implementation of activities and programs to be managed by Senior Advisory Council (SAC) or other name, Town, and Senior Center as soon as is possible.

Memorandum of Understanding

This Memorandum of Understanding (the “Memorandum”) is made on _____ by and between Friends of the Library, Edgewood, New Mexico 87015 (here after referred to as “FOTL”) and Town of Edgewood, PO Box 3610, Edgewood, New Mexico 87015 (here after referred to as “the Town”) for the purpose of maintaining and operating the Book Barn.

WHEREAS FOTL and the Town desire to enter into an agreement;

AND WHEREAS FOTL and the Town are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

OBLIGATIONS OF THE PARTNERS

The partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united, visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the project by means of the following services.

LEASE

The FOTL will pay ten (\$10) dollars a month for the Book Barn portable building located at 171-A NM 344, Edgewood, NM 87015.

LIABILITY

No liability will arise or be assumed between the partners as a results of this Memorandum.

Dispute Resolution

In the event of a dispute between the partners, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final.

TERM

The arrangements made by the Partners by this Memorandum shall remain in place from _____ until _____ or dissolved by one or the other of the Partners.

NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given is delivered by certified mail, return receipt requested, tot eh address set forth in the opening paragraph.

GOVERNING LAW

This Memorandum shall be construed in accordance with the laws of the State of New Mexico.

ASSIGNMENT

Neither party may assign or transfer the responsibilities or agreement made here in without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

AMENDMENT

This memorandum may be amended or supplemented in writing, if the writing is signed by the parties obligated under this memorandum.

SERVERABILITY

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

UNDERSTANDING

It is mutually agreed upon and understood by and among the Partners of the memorandum that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the project.
- b. To the extent possible each partner will participate in the development of the Project
- c. This memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- d. This Memorandum will be effective upon the signatures of both partners.
- e. Any Partner may terminate its participation in this Memorandum by providing written notice to the other partner.

The following Partners support the goals and objectives of the Trap & Release of Feral Cats project.

SIGNATORIES

This Agreement shall be signed on behalf of Friends of Estancia Valley Animals by _____, Board Chair and on behalf of Town of Edgewood Animal Shelter by _____, (title).

This Agreement shall be effective as of the date first written above.

BY: _____ Date: _____

Name

Title

BY: _____ Date: _____

Name

Title



**MEMORANDUM OF UNDERSTANDING BETWEEN THE
TOWN OF EDGEWOOD
AND THE
MID REGION COUNCIL OF GOVERNMENTS**

This Memorandum of Understanding between the Town of Edgewood and Mid-Region Council of Governments (hereinafter, “MOU”) is entered into on ____ day of _____, 2023 between the Mid Region Council of Governments (hereinafter, “MRCOG”) a regional planning organization of the State of New Mexico and the Town of Edgewood (hereinafter, “the Town”), collectively referred to as the “Parties”.

RECITALS

WHEREAS, MRCOG was established pursuant to the Regional Planning Act, NMSA 1978, §§ 3-56-1, *et seq.* and is the regional council of state planning and development district number 3 as provided in the Planning District Act, NMSA 1978, §§ 4-58-1 *et seq.* and is a local public body as defined in NMSA 1978, § 6-6-1; and

WHEREAS, the Town is a member of MRCOG; and

WHEREAS, in reference to the Laws of 2023, House Bill 2 (New Mexico Junior Bill), a total of One Hundred Thousand Dollars (\$100,000.00) was appropriated to the Department of Finance and Administration (DFA) for the Town’s Project #23-ZH9296. Project #23-ZH9296 is funding for programming, equipment, or materials at the Edgewood Community Library in Edgewood in Santa Fe County.

WHEREAS, Executive Order 2013-006 issued May 2, 2013, provides that a grantee for appropriations may not receive such funds if its audit does not meet certain requirements unless such funds are received by another appropriate entity acting as a fiscal agent; and,

WHEREAS, the Town requires assistance from a qualified local body to serve as fiscal agent to receive the legislative appropriations for the Project; and;

WHEREAS, the Town requires oversight with any and all contracts issued pursuant to any Request for Proposals or Invitation for Bids for the Project; and;

WHEREAS, MRCOG has the necessary expertise, staff, and experience to serve as the fiscal agent to the Town and to oversee the Procurement Process including issuance of contracts and payment for services for the Project; and;

WHEREAS, the Town has requested that MRCOG serve as the fiscal agent and oversee the procurement process, issuance of any contracts and process payment for services for the Project.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS IN THIS MOU, THE PARTIES AGREE AS FOLLOWS:

This Agreement is entered into by and between the Town and MRCOG pursuant to the following purposes, conditions, and terms:

Section 1. PURPOSE.

The purpose of this MOU shall be for MRCOG to provide fiscal agent services in connection with Capital Outlay Project #23-ZH9296, which is funded from House Bill 2 and administered by the Department of Finance and Administration.

Section 2. SCOPE OF WORK

1. MRCOG's Role and Responsibilities:

- MRCOG shall ensure that grant funds are expended in compliance with all applicable laws, regulations, municipal ordinances and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;
- MRCOG will ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, municipal ordinances, and grant agreement;
- MRCOG will provide oversight to the Town in preparing requests for bid (RFB) or requests for proposals (RFP) in accordance with the Town's Procurement Code and the New Mexico Procurement Code, NMSA § 13-1-1 *et seq.*;
- MRCOG will coordinate with the purchasing agent designated by the Town to oversee the procurement process and administration of any contracts awarded for the Project;
- MRCOG will provide technical assistance regarding Capital Outlay Project #23-ZH9296, process, and reporting required by the appropriate State/Federal agency;
- MRCOG will review, approve, and sign-off on all disbursement requests including supporting documentation and project invoices in a timely manner.
- MRCOG will work with Department of Finance and Administration to facilitate direct project reimbursements to the Town.
- MRCOG will charge the Town for direct labor costs that are associated with oversight of the Project.

2. Town's Role and Responsibilities:

The Town understands it is still ultimately responsible for executing and complying with all applicable State and Federal laws, its own ordinances and grant agreement requirements as flow down provisions, executing procurement responsibilities and subcontractor

management, as well as project, grant, and financial management, including CPMS, quarterly, final, and other reporting.

- The Town will prepare and manage the Requests for Bid (“RFB”) or Requests for Proposal (“RFP”) pursuant to its own and/or the state Procurement Code for all equipment purchases, design documents and the necessary information to issue a request for proposals or invitation to bid for the Project;
- Upon completion of the Project, the equipment purchased shall be the property of the Town and all purchased equipment shall be placed on the Town’s inventory;
- The Town will designate a purchasing agent to coordinate with MRCOG on the issuance of the requests for bid or proposals, managing the procurement process and administering any and all contracts issued for the Project;
- The Town shall provide MRCOG with a copy of the executed grant agreement for the aforementioned project, Capital Outlay Project #23-ZH9296; and
- The Town shall pay MRCOG for direct labor costs associated with oversight of Capital Outlay Project #23-ZH9296.

Section 3. COMPENSATION AND METHOD OF PAYMENT.

The Town shall pay MRCOG an amount equal to the direct labor costs associated with oversight of the Project not to exceed 2.5 percent of the total amount of the appropriation. Payment shall be made on a payment schedule to be negotiated by the Parties, with final payment to be received upon completion of the Project.

In no event shall the administrative fee be paid from the appropriation authorized by the Local Government Division of the Department of Finance and Administration and funded by the Capital Outlay Funds. The administrative fee shall be paid by the Town out of its General Fund.

Section 4. TERM.

This agreement shall be from the date of approval to the reversion date for Capital Outlay Project #23-ZH9296 (June 30, 2024) that shall be stipulated in the Project’s grant agreement between the Town and the Department of Finance and Administration. This agreement may be renewed or terminated upon the written consent of both parties.

Section 5. TERMINATION.

Either party may terminate this MOU upon 30 days written notice. Such early termination shall not nullify obligations incurred for performance or failure to perform prior to termination.

Section 6. AMENDMENT.

This MOU may be amended at any time by mutual agreement of the parties. Any amendment shall be in writing and executed by the Parties.

Section 7. COMPLIANCE WITH LAWS.

The laws of the State of New Mexico shall govern this agreement, without giving effect to its choice of law provisions. Venue shall be proper in the Second Judicial District Court of Bernalillo County in Albuquerque, New Mexico.

Section 8. STATUS.

MRCOG, its employees and agents performing the services pursuant to this MOU are not employees of the Town of Edgewood. The MRCOG and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of the Town vehicles, or any other benefits afforded to employees of the Town.

Section 9. ASSIGNMENT.

The MRCOG 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 both Parties.

Section 10. SUBCONTRACTING.

The MRCOG may not subcontract portions of the services to be performed under this agreement without the prior written approval of the Town.

Section 11. APPROPRIATIONS.

The terms of this MOU are contingent upon sufficient funds being made available by the Department of Finance and Administration of the State of New Mexico for the performance of this agreement. If sufficient funds are not made available, this MOU shall terminate. Termination pursuant to this section shall be effective upon written notice being given by the Town to MRCOG.

Section 12. RELEASE.

The MRCOG, upon final payment of all amounts due under this MOU, shall release the Town, its officers, and employees from all liabilities, claims and obligations whatsoever arising from or under this MOU.

Section 13. LIABILITY.

Each Party shall be solely responsible for its own actions and for the actions of its employees, officers, or agents under this MOU. Nothing herein shall be deemed to waive any and all limitations on liability and other protections under the New Mexico Tort Claims Act. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation and other benefits which apply to the activity of officers, agents or employees of any Party when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of their functions and duties extraterritorially under the provisions of this MOU.

Section 14. SCOPE OF AGREEMENT.

This MOU incorporates all the agreements and understandings between the Parties concerning its subject matter, and all agreements and understandings have been merged into this MOU. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents concerning the subject matter of this MOU is valid or enforceable unless included in this MOU.

Section 15. NOTICE.

The contact person for each Party and to whom any notice hereunder shall be given are as follows:

TOWN OF EDGEWOOD
Nina R. McCracken, Town Manager
P. O. Box 3610
Edgewood, NM 87015
Phone: 505-286-4518
Fax: 505-286-4519

MID REGION COUNCIL OF GOVERNMENTS
Dewey V. Cave, Executive Director
809 Copper Avenue, NW
Albuquerque, NM 87102
505-247-1750
505-247-1753 (fax)

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this MOU on the dates specified below.

MID REGION COUNCIL OF GOVERNMENTS

By: _____
Dewey V. Cave, Executive Director

Date: _____, 2023

Approved as to form and legal
sufficiency by the MRCOG legal counsel

By: _____

Date: _____, 2023

TOWN OF EDGEWOOD

By: _____
Ken Brennan, Mayor

Date: _____, 2023

Approved as to form and legal
sufficiency by Town Attorney for the Town of Edgewood

By: _____

Date: _____, 2023

November 1, 2023

Brandyn Burke
Edgewood Community Library
Edgewood, NM 87015
505-281-0138
bburke@edgewood-nm.gov

Dear Ms Burke,

My name is Christopher Barrett, a resident of Edgewood, NM. I've resided in the community since December 2020. It was a pleasure to have met with you today to learn about the importance of the library advisory board.

I am interested in becoming an active member of the library's advisory board. I personally experienced the importance having a community library. As a child my community's library was over 100 years old. On its third floor was the "the tombs" because it archived thousands of pages of books and documents of various kinds of historical community data. If it wasn't for a community library how would I've spent my Saturday mornings? I believe that the library speaks to the importance of literacy and comprehension and community of the community it serves.

I feel that it's very important to preserve the good things of the library, make positive improvements as needed, and promote the benefits of the library to the community it serves.

If selected to serve as a member of the library's advisory board I will serve to the best of my abilities.

Sincerely,

Christopher Barrett

**Memorandum of Understanding
Between the Town of
Edgewood, NM
and
The State Fire Marshal**

GSD/FMD LRN# 2023-0091

This Memorandum of Understanding (MOU) is entered into by the Town of Edgewood of Santa Fe County, hereinafter referred to as "Town" and the State Fire Marshal, hereinafter referred to as "State Fire Marshal".

Town and State Fire Marshal agree as follows:

I. State Fire Marshal requests to utilize a spare office at the Edgewood Old Town Hall located at 1911 Route 66 Street, in Edgewood, NM, as reflected in the attached Exhibit. There will be no fee assessed by the Town in conjunction with the Fire Marshal's use of the spare office in the Village Administrative Office.

The Leasable Square Footage of the State Fire Marshal occupied space is approximately 400 square feet.

2. State Fire Marshal will furnish its own supplies. Any equipment, office furniture or supplies furnished by the State Fire Marshal and brought into the facility remains the property of State Fire Marshal and will be removed at the end of State Fire Marshal's tenancy.
3. State Fire Marshal will arrange for its own computer setup for the State Fire Marshal occupied office.
4. The Village of Edgewood will furnish State Fire Marshal with keys to the facility and to the internal office to be used by State Fire Marshal.
5. This MOU may be terminated for the convenience of either party upon written notice received thirty (30) days in advance of termination.
6. This MOU shall be governed by the laws of the State of New Mexico.
7. If any part of this MOU is held to be invalid by a court of competent jurisdiction, the remainder, or its application of other situations or persons, shall not be affected.
8. Any employee of one of the parties who provides services under this MOU shall remain the employee of his/her employer, who shall remain responsible for that employee's salary, fringe benefits, worker's compensation benefits, and unemployment compensation. Any of the parties' employees who undertake any activities under this MOU shall remain subject to the supervision of his or her employer.
9. By entering into this MOU, either party does not waive sovereign immunity, and does not waive any defenses or any limitations of liability available under law.

No provision of this MOU establishes any waiver of immunity from liability for alleged tortious conduct of any employee of either party arising from the performance of this MOU apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, and et seq., as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOU.

10. This MOU may be terminated for the convenience of either party upon written notice received thirty (30) days in advance of termination.

11. State Fire Marshal shall use the State Fire Marshal occupied premises for purposes of State Fire Marshal business only.

12. Condition of Premises. Town warrants that the premises are in good and safe condition, structurally sound and of safe design and that they comply with all applicable building codes, ordinances, rules and regulations, except as noted:

(please note any discrepancies)

All noted conditions shall be rectified prior to the inception of this MOU or within sixty (60) days thereafter.

13. Accessibility to the Disabled. Town warrants that the premises shall meet standards consistent with the Americans with Disabilities Act (ADA) within sixty (60) calendar days of the execution of this MOU. Town also warrants that the premises will be maintained in compliance with these standards.

14. Alterations. State Fire Marshal shall obtain Town written permission before making any alterations or improvements of a permanent nature.

15. Ownership of Improvements. All alterations and improvements made to or placed in the State Fire Marshal occupied premises by State Fire Marshal are and shall remain State Fire Marshal property except as the parties mutually agree otherwise in writing, if such alterations and improvements can be removed without undue damage to the premises and are, in fact, removed by State Fire Marshal prior to termination of this MOU or any renewal thereof or within a reasonable time after termination. Alterations and improvements of a permanent nature which cannot be removed without undue damage to the premises shall become Town property except as the parties mutually agree otherwise in writing.

16. Condition of Premises upon Surrender. At the termination of this MOU, State Fire Marshal shall surrender the State Fire Marshal occupied premises in the condition in which they were at the inception of this MOU, excepting:

- a. deterioration caused through reasonable use and ordinary wear and tear;
- b. alterations, improvements or conditions made with Town written approval; and
- c. any change, damage or destruction not resulting from State Fire Marshal willful act.

17. Payment of Assessments, etc. Town shall pay as they become due all assessments, charges, mortgages, liens and taxes payable in respect to the premises during the term of this MOU.

18. Utilities, Janitorial Services and Supplies. Utilities, janitorial services and supplies shall be paid for by the party indicated by an "X." (Where not applicable, enter "N/A"):

	Town	State Fire Marshal
a. water	X	
b. sewer	X	
c. refuse disposal	X	
d. gas	X	
e. electricity	X	
f. janitorial services	X	

19. Right of Entry. Town or his agent has a right to enter upon the State Fire Marshal occupied premises to inspect, to make repairs and for other reasonable purposes, with State Fire Marshal permission, which shall not be unreasonably withheld. In an emergency, such as fire, Town or its agent may enter the premises without securing State Fire Marshal prior permission, but shall give State Fire Marshal notice of entry as soon thereafter as practicable.

20. Duty to Maintain Premises.

- a. Town has the duty to reveal to State Fire Marshal all structural defects of which he knows or reasonably should know, and to repair all structural defects in the State Fire Marshal occupied premises.
- b. Town has the duty to repair and maintain the exterior of the premises, including but not limited to: roof, windows, grounds, parking lots, sidewalks, doors and lighting in safe condition and in good repair and condition.
- c. Town has the duty to repair and maintain the interior of the State Fire Marshal occupied premises, including but not limited to: cooling system, heating system, plumbing, lighting, doors, flooring, wall finishes, except as otherwise provided herein.

21. Duty to Insure.

- a. During the term of this lease and any extension thereof, State Fire Marshal shall provide coverage for liability of State Fire Marshal and its public employees, as defined in the Tort Claims Act, and for its personal property and tenant's improvements and betterments, as required by New Mexico law.
- b. During the term of this MOU and any extension thereof, Town shall maintain in force a policy or policies of insurance providing comprehensive general liability coverage of not less than \$1,000,000 limit per occurrence, including coverage for property damage, bodily injury and wrongful death. To the extent permitted under their respective insurance policies, Town and State Fire Marshal waive all rights, against each other, for damages arising out of any damage to or destruction of the premises caused by fire or other perils insured against.
- c. Town releases and discharges the State Fire Marshal and its public employees as defined in the Tort Claims Act from any and all claims, damages and causes of action arising out of any damage to or destruction of the State Fire Marshal occupied premises where such damage or destruction was not caused by the negligent or willful acts of State Fire Marshal or any of its public employees.

22. Amendments to be in Writing. This MOU shall not be altered or amended except by instrument in writing executed by the parties.

23. Address for Notices except as changed by written notice to the opposite party:

- a. Town of Edgewood
Name: Nina McCracken
Telephone No.: (505) 286-4518
Address: 171 A Street., Rd 344, Edgewood, NM 87015
- b. State Fire Marshal
Name: Randy Varela
Telephone No.: (505) 476-9600
Address: 13 Bataan Blvd., Santa Fe, NM 87508

24. Environmental Safety. Town warrants that the premises comply with any and all federal and state environmental regulations. During the term of this MOU, Town agrees to maintain the building consistent with these regulations.

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

In Witness Whereof, the parties have agreed to the terms and conditions indicated above and have executed this agreement as of the date of the last signature below:

STATE FIRE MARSHAL

Randy Varela
Randy Varela

Date: 10/30/2023

APPROVED on this 18th day of October, 2023.

EDGEWOOD TOWN MANAGER

Nina McCracken, Town Manager

ACKNOWLEDGED: FACILITIES MANAGEMENT DIVISION

Routed through Teresa Arias, Leasing Manager: _____
Initial

By: _____ Date: _____
Anna Silva, Deputy Cabinet Secretary

Certificate Of Completion

Envelope Id: C733F520EB8C4A0986A2942DFF260270	Status: Sent
Subject: Complete with DocuSign: MOU between Town of Edgewood SFM 2023.pdf	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Bernadette Flores
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	Bernadette.Flores@gsd.nm.gov
	IP Address: 164.64.62.10

Record Tracking

Status: Original	Holder: Bernadette Flores	Location: DocuSign
10/27/2023 9:19:30 AM	Bernadette.Flores@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Randy Varela		Sent: 10/27/2023 9:26:39 AM
Randy.Varela@dhsem.nm.gov		Resent: 10/27/2023 1:54:41 PM
Security Level: Email, Account Authentication (None)		Viewed: 10/30/2023 8:15:00 AM
	Signature Adoption: Pre-selected Style	Signed: 10/30/2023 8:22:35 AM
	Using IP Address: 216.161.43.131	

Electronic Record and Signature Disclosure:
Accepted: 10/30/2023 8:15:00 AM
ID: e9c469fd-1bd1-40dd-bed4-298e00a819d6

Nina McCracken	Sent: 10/30/2023 8:22:36 AM
nmccraken@edgewood-nm.gov	Resent: 10/31/2023 10:36:20 AM
Security Level: Email, Account Authentication (None)	Resent: 10/31/2023 10:36:27 AM
	Resent: 11/1/2023 4:14:01 PM
	Resent: 11/2/2023 1:03:58 PM
	Viewed: 11/2/2023 4:11:13 PM

Electronic Record and Signature Disclosure:
Accepted: 11/2/2023 4:11:13 PM
ID: 8bf30fcb-b01d-4993-b24a-6d5bfacece1e

Teresa Arias
Teresa.Arias1@gsd.nm.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 8/10/2023 8:01:26 AM
ID: d9a4140f-f163-4f41-afe2-91c21e8f17d8

Anna Silva
Anna.Silva2@gsd.nm.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 8/10/2020 10:35:34 AM
ID: 29493c7a-3c1c-4780-9a19-393e5bc19a9e

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Nina McCracken nmccracken@edgewood-nm.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/2/2023 4:11:13 PM ID: 8bf30fcb-b01d-4993-b24a-6d5bfacce1e John Kondratick John.Kondratick@dhsem.nm.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/27/2023 9:26:39 AM
Envelope Updated	Security Checked	10/31/2023 10:36:19 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPDinfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPDinfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPDinfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

Town of Edgewood Personnel Policy Manual

Adopted ~~07/22/2020~~ 11/14/2023

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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 Town of Edgewood. This manual not only outlines the policies towards 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 Town of Edgewood 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 Town's goal to provide residents with the finest and most efficient service possible. The Town of Edgewood will make reasonable accommodations for qualified individuals with known disabilities when those disabilities are disclosed by the employee, unless doing so would result in an undue hardship to the extent required by law. This policy governs all aspects of employment, including but not limited to, recruitment, selection, job assignment, compensation, discipline, termination, and access to benefits and training.

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 immediate Supervisor/Department Director and/or the Human Resources Department as soon as they occur so that they may be appropriately investigated, documented and corrected. By the provisions of this adopted Personnel Policy and any other applicable provisions of federal and state law, employees of the Town of Edgewood 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 Town, up to and including termination of employment.

A determination by a court of competent jurisdiction that any provision of the City Personnel Policy is unconstitutional or invalid shall not adversely affect the constitutionality, validity or enforceability of the remaining provisions.

Section II: Scope

The policies outlined in this Manual should be regarded as guidelines only, which may require changing from time to time. This policy shall not be amended by any future departmental procedures, directives and/or general orders in order to provide a uniform leave policy for all Town employees. Definite rules and regulations cannot be readily formulated for every possible problem, circumstance or situation. Therefore, the need may arise and the Town reserves the right to revise, supplement, or rescind any policies or portion of the Town Personnel Policy from time to time as it deems appropriate, by approval of the Town Commissioners and upon written notification of all affected employees. Only the Town of Edgewood Governing Body has the right to add to, delete from, or modify this manual at

~~any time, in its sole discretion.~~

Section III: Applicability

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

- 1 Elected officials or those appointed to fill vacancies in elected offices;
- 2 Members of Town boards and commissions who are not employees;
- 3 Independent contractors;
- 4 Temporary employees and employees working less than twenty hours per week;
- 5 Professional consultants.
- ~~6~~ Town Manager, Clerk, Treasurer and Chief of Police

~~6 Copies of the Personnel Policy, the rules and regulations, and all amendments thereto shall be issued to all applicable employees. Directors shall maintain a copy in their respective departments. New employees shall be given a copy of the Personnel Policy and the rules and regulations at the time of their orientation and whenever the Personnel Policy is updated. Additionally, employees shall have access to the most recently adopted the Town Personnel Policy during regular office hours in the Human Resources Department and on-line through the Town Shared Drive and the Government/Town Ordinances of the Town website. Each employee shall be required to sign a form acknowledging they have received a copy of the Personnel Policy and that they both understand and will comply with all the provisions herein.~~

Section IV: Recruitment and Hiring

A. Purpose and Policy It shall be the policy of the Town to recruit, select and promote employees on the basis of knowledge, skills and abilities regarding their jobs, regardless of race, sex, age, creed, national origin or political affiliation.

B. Procedures

1 When a position becomes *vacant* or whenever a new position is to be created, the Town Clerk~~Manager~~ or designee will post the *vacancy*~~internally~~ for a minimum of 105 work days. The notice of *vacancy* will be posted in the Town Offices and emailed to all employees.

2 ~~If there are no qualified internal applicants, the — or designee will post the vacancy externally. The external notice of vacancy shall be distributed and posted in the Town Offices, on the Town 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. Internal applicants and those required by law will be guaranteed an interview.~~

C. Application

1 Application Procedure. Each applicant for employment with the Town 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.S. Testing. Performance or other tests may be required by the Town to ascertain competency for the position.

Mastery of standards for operations may be required.

1 6. Interview. The Town Manager ~~Mayor~~ and, at least, one other administrative or supervisory employee of the Town will interview applicants to further determine qualifications for the position. The Town Manager ~~Mayor~~ may decline to interview an applicant who does not meet the minimum qualifications for the job.

23 7. Non-Discrimination. The Town is an equal opportunity employer.

1. The Town does not discriminate on the basis of race, age, handicap, color, sex, sexual orientation, sexual identity, religion, political affiliation, marital status or other legally protected status;

2. The Town does not grant special favors to any employee or group of employees.

1 8. Individuals will be considered for appointment on the basis of bona-fide occupational qualifications only. Once the recruiting process is closed, all applications, including references and employment history, will be reviewed/evaluated by the Town Manager to make sure they are complete and the applicants meet the requirements of the position.

21 9. Basis for Final Selection. Approval of the final selection for a position will be made by the Town Manager or vote of the Council/Commission upon recommendation of the Mayor, after consultation with the interview committee member(s), the Town Manager/Clerk-Treasurer, and the supervisor, and will be based upon the following:

1 1. Qualification on skills and/or proficiency tests;

1 2. Education, backgrounds and experience;

2 3. Personal interview; and

3 4. Physical examination when required by the job description.–

4 5. Other job related selection criteria.

10. Compensation. The Mayor's recommendation to the Town Manager will set the compensation unless set by vote of the –Town Council/Commission. Such compensation –will include the candidate's compensation which shall comport with the salary survey matrix and the Town's budget.

11.. Candidates selected for any position will be required to submit to, and successfully pass based on the current standard as set forth by the Town Manager, a post-offer drug and alcohol testing process. Failing or refusing drug testing will make it impossible to qualify the candidate, therefore resulting in a denial of employment.

All candidates selected for employment with the Town of Edgewood must agree to a thorough background check which may include previous employment verification, reference checks, motor vehicle driving history, proof of education level and professional certifications, criminal record check, and National Sex Offender Registry. Positions in the Human Resources and Finance Department, as well as public safety positions, will additionally require a full credit check. The Town is subject to the Criminal Offender Employment Act, Sections 28-2-1 to 28-2-6 NMSA 1978, and may take into consideration a conviction, but the conviction will not operate as an automatic bar to obtaining public employment.

All candidates who have accepted an offer of employment with the Town shall complete and sign the Employment Eligibility Verification 1-9 Form the first day of employment or no later than three (3) days of hire. On the form, an employee must attest to their employment authorization. Also, the employee must present to the Town Manager acceptable documents evidencing identity and employment authorization. The Town will examine the employment eligibility and identity documents an employee presents. This list of acceptable documents can be found on the last page of the 1-9 Form. The Town Manager will complete the 1-9 Form to document verification of the identity and employment authorization of each new employee (both citizen and noncitizen) hired for employment and will retain the 1-9 Form for three years after the date of hire or for one year after employment is terminated, whichever is later. 1-9 Form records retained by the Town will be made available for inspection by authorized government officials from the Department of Homeland Security, Department of Labor or Department of Justice, if necessary.

The Town of Edgewood participates in E-verify and uses an internet based system to compare information from an employee's Employment Eligibility Verification 1-9 Form, to data from the U.S. Department of Homeland Security and Social Security Administration records to confirm employment eligibility.

The Town of Edgewood also reports new hires and rehires to the New Mexico New Hires Directory through their internet based system as required under New Mexico Law (Sections 50-13-1 to 50-13-4 NMSA 1978) and the Federal Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996, which requires employers to report newly hired and re-hired employees to a state directory within 20 days of their hire date.

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

- (1) Proof of fraud or intentional false statements in an application.
- (2) Failure to complete the testing requirements;
- (3) Failure to appear for processing or for work after notice of appointment.
- (4) Applications submitted which are not complete, do not include all required information or materials, or are not submitted at or prior to the indicated deadline may, at the sole discretion of the Town, be rejected. Applications that include inaccurate or false information may be rejected or excluded from further consideration.

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 or she is qualified for

permanent employment with the Town of Edgewood. 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.

- 1 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.
- 2 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.
- 3 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.
- 4 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 Town ~~Council~~Commission. 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, however 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.

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 Town employees shall begin on the date of employment and shall continue for 12 months thereafter.
- 2 A probationary employee is an at-will employee and therefore may be terminated at any time during the probationary period by the ~~Town Manager or vote of the Commission~~ Mayor, Clerk-Treasurer or Department Head with or without cause or notice.
- 3 A probationary employee who is dismissed during the probationary period is not eligible to utilize the Town's appeal procedures.
- 4 All probationary and non-probationary employees will be eligible for fringe benefits such as retirement and life and health insurance. Sick leave shall accrue from date of employment.
- 5 An Employee Evaluation Report, which shall be approved as to form by the Clerk

Treasurer, shall be completed by the probationary employee's Department Head

six (6) months before the end of the probationary period and again twenty (20) days before to the end of the probationary period.

1 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 ~~Town Manager~~Clerk-Treasurer. 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. ~~The Town at its own discretion may extend probationary period.~~

2 7. Any time a decision is made to terminate a probationary employee; a notice of discharge shall be given in writing.

E. 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 Clerk-Treasurer~~the Town 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.

F. Performance Reassignment Probationary Period

1. 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 work 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 ~~Town Manager Clerk-Treasurer~~ 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 or action taken as recommended by the Town Manager or approval vote of the Commission Clerk-Treasurer to the Mayor, for approval by the Town Council.

C. Position Classification Studies: The ~~Town Manager Clerk-Treasurer~~ shall make position classification studies of individual positions whenever he/she deems it necessary, or whenever requested by the ~~Mayor, Town Council~~ Commission, Department Head, or supervisors.

D. Pay Plan Purpose: The Pay Plan includes the basic salary schedule adopted by the Town ~~Council~~ Commission, together with the assignment of job classes to ranges or rates in the plan as approved by the Town ~~Council~~ Commission.

E. Pay Plan Provisions: 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 Town, and other factors. To this end, the ~~Clerk-Treasurer~~ Town Manager shall regularly, but not less than biannually make comparative studies of all the factors affecting the level of pay and recommend such changes 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 Town ~~Council~~ Commission.

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 Town employee's performance.

B. Basic Policy. It shall be the responsibility of the supervisor to conduct performance evaluations. The Town Manager ~~Clerk-Treasurer~~ will provide 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 ~~Mayer and the~~ Town CouncilCommission. This evaluation shall become part of the employee's permanent personnel record.

C. Performance Evaluation Procedures.

1. Responsibility. It shall be the responsibility of the ~~Clerk-Treasurer's~~ Town Manager's office to see that the performance evaluation program is operated as required by this chapter.

b. Supervisors shall conduct a performance evaluation of each employee as provided in this chapter. A complete performance evaluation form will be sent to Town Manager obey each supervisor each year. The Town Manager ~~Clerk-Treasurer~~ shall provide a status report of all Town employees at the first ~~council~~ Commission meeting in July of each year.

c. 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.

d. All performance evaluations shall be confidential and the contents shall not be disclosed, except within the employee's chain of command including the Town Manager ~~Clerk-Treasurer~~, or prospective supervisor and Department Head, in cases of internal transfers or as provided for under law, without the written consent of the employee.

e. 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 forty (40) hours per week. Working hours may fluctuate at the discretion of Department Heads.

2 Breaks. Lunch breaks are normally one (1) hour, except for those departments with established thirty (30) minute lunch breaks. Such meal time shall be unpaid time unless the employee is required to remain at the work site, in which case the Department Head may authorize a meal period as part of time worked.

23 Remote work must be approved by the Town Manager and the IT Administrator. Remote work will be approved for extreme cases and as needed for managers to work on projects or directed by the Governing Body. Any remote workers will be provided with Town issued laptops and access with guidance of the IT Administrator.

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 Town employees present the best possible image to the public. Employees should be as neatly dressed as work assignments allow. Departments that require uniforms will be provided with one pair of boots and 5 shirts at the beginning of the fiscal year. Replacement of items will follow the procurement process. Departments have the option to contract with uniform companies to maintain and clean provided items.

D. Pay Periods. Each pay period shall be bi-weekly, with checks issued every other ~~Friday~~ Wednesday. Under unusual circumstances checks may be issued early, but only upon the request of the Department Head and with the concurrence of the Clerk ~~Town~~-Treasurer.

E. Time Sheets. Time sheets approved to form by the ~~Clerk~~ Treasurer, for each pay period shall be kept by the Department Head and shall be forwarded to the Town Manager on Monday morning before to the pay day.

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F. Payroll Deductions. Deductions from an employee's check are mandatory for Federal Withholding, P.E.R.A. and State Income Tax. Employees may choose to have deducted from each check their contribution for medical health care, life insurance, credit union savings, or other benefits available to employees.

G. Transfers. Transfers must be approved by the Town Manager ~~Clerk-Treasurer~~ 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 Town ~~Council~~ Manager or Commission. The employee shall be advised of any changes in pay that will occur as a result of the transfer.

H. Resignations. A Town employee who wishes to resign in good standing must submit a letter to his immediate supervisor at least fourteen calendar days before leaving. All Town equipment and property is to be turned in to the department upon termination. If this is not done, the employee's paycheck may be reduced by the value of the unreturned items.

I. Reductions in Force. It may, at any given time, be necessary and appropriate for the Town to reduce the number of its employees or abolish some positions because of economic conditions, reorganization, and/or lack of work.

When a position is to be discontinued or abolished, the ~~Town Manager Mayor or a majority of the members of the Town Council~~ shall submit a written proposal shall contain a recommendation of an order of layoff based on:

- 1 A determination whether the employee whose position is being eliminated is qualified to perform one or more other jobs with the Town; and
- 2 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.

When the Town wishes to reduce the number of employees without abolishing a position, the Town Manager ~~Mayor~~ or a ~~majority of the members~~ of the Town ~~Council~~Commission shall submit a written proposal to the ~~council~~Commission for final approval containing recommendations for the order of layoff. In determining the order of layoff, the following rules shall apply:

- 1 Temporary and/or probation ray employees will be laid off first from positions for which a regular employee, subject to reduction in force, is at least as equally qualified;
- 2 Reduction of regular employees will be determined by department, based on ability to perform work, job performance, and seniority;
- 3 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;
- 4 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.

- a. Terminated Regular employees seeking reemployment must follow the established hiring procedures of the Town.
- b. This privilege ends after six (6) months of after the employee declines an offer of employment from the Town, whichever comes first.

5. 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.

J. Outside Employment. All Town 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 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. All tenured and probationary employees earn and are eligible to use paid vacation from the date of hire as follows:
- I . Eight (8) hours a month are accumulated for employees who have served less than five years in the Town.

- 1 Ten (10) hours a month are accumulated for employees who have served more than five (5) years in the Town.
- 2 Four (4) hours a month are accumulated for part-time regular, temporary or limited term employees.

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 Town's essential operations and therefore must be approved by the Department Head well in advance.

Town employees, including Police Department employees, may carry a balance of not more than 200 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 Town to payout unused vacation leave when an employee separates from employment. Paid holidays which occur during vacation time are not counted as a day of vacation.

Probationary, temporary and limited-term employees shall not be paid for accrued vacation time upon separation from employment. Regular employees who separate from employment will be paid for unused vacation time.

Annually, on December 1, the Town 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 Town may offer to buy back is discretionary. Employee participation is voluntary. An employee's vacation leave accrual balance cannot be reduced below 24 hours as a result of the buy-back.

The FLSA administrative exemption requirement shall be reviewed and determined by the Town Manager.

Time worked in excess of 40 hours by non-exempt employees during the designated workweek shall be compensated in accordance with the provision of the Fair Labor Standards Act (FLSA).

With the permission of the Town Manager, Department Directors may, at their discretion, permit non-exempt employees to use award Compensatory Time on a case by case basis, where meetings, training, or other approved work related assignments require an employee to work extended hours outside of their normal work day, in lieu of pre-authorized Overtime. The Compensatory Time rate shall be one and one-half (1.5) hours Compensatory Time leave for each hour of overtime worked when a non-exempt employee works more than forty (40) actual work hours in a normal work week. Compensatory Time hours must be used within sixty (60) days, unless otherwise approved by the Town Manager in writing and in advance.

The Department Director shall determine the need for employees to work Overtime, and be responsible for authorizing Overtime work in advance and in writing approved before and after by the Town Manager. Employees working Overtime without proper authority will be subject to disciplinary action. The Overtime rate shall be one and one-half (1.5) times regular pay for each hour of Overtime worked when a non-exempt employee works more than forty (40) actual work hours in a normal week. Hours in excess of forty (40) per week will not be subject to PERA contributions. Police Department shall refer to their SOP on Overtime pay.

Flex time will be approved on a case-by-case basis and must be requested within 72 hours of the intended schedule adjustment. Staff should use overtime or compensation time for hours worked over their required forty (40). Flex Time will be limited to no more than two incidents a month and no more than two (2) hours at a time.

All time spent in training, at workshops, meetings, and related travel when such attendance is made mandatory (non-voluntary) by the Town shall constitute hours worked and shall be used to calculate overtime eligibility under the FLSA.

Time spent attending authorized and voluntary training, workshops, conferences, meetings, seminars, etc. shall not count towards Overtime and shall count as work time only if it occurs during an employees' normal work day and work time (i.e., for a traditional Monday through Friday work schedule) (Voluntary attendance at functions listed above on Saturdays and Sundays is not counted as work time, nor shall any other time not identified above, unless directed or approved in advance for compensation by the Town Manager or the Commission).

The special exemptions under Section 207 of the Fair Labor Standards Act (FLSA) allowed for law enforcement and fire protection personnel with regard to Overtime will be applied as follows:

For those employees engaged in law enforcement activities (defined by the Town of Edgewood as Patrol Officers/Police Officers) who have a work period of at least seven (7) but less than twenty-eight (28) consecutive days, no overtime compensation is required under 29 USC §207 (k) until the ratio of the number of hours worked exceed the number of hours which bears the same relationship to one hundred seventy-one (171) as the number of days in the work period bears to twenty-eight (28) consecutive days.

B. Holidays.

- 1 The holiday schedule shall be designated by the Town ~~Council~~Commission each year.
- 2 Regular full and part time, and limited term employees shall be paid for the holiday the same amount the employee would have earned for a regularly scheduled workday.
- 3 Employees scheduled to work an approved Town Holiday shall be paid the same amount of time they would have earned for a regularly scheduled workday at straight time, and shall receive pay at one and one-half (1.5) times their regular hourly rate for actual time worked during the Holiday.
- 4 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 Town employment.

D. Sick Leave. Sick leave benefits are accrued at the rate of eight hours per month. Part-time employees accrue sick leave at the rate of four hours per month. Unused sick leave shall be accumulated from year to year. Employees on probationary status shall be credited with sick leave for each pay period worked.

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.

Employees using sick leave shall notify the Town Manager Clerk-Treasurer's office before the start of their scheduled work shift. Sick leave of more than three days duration may require certification by a physician as to the nature of the illness be submitted to the Town Manager Clerk-Treasurer's office. 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 physician. Physical examinations performed at the insistence of the Town will be paid for by the Town.

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, stepparents, 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 doctor's certification may be required stating the family member's condition before to sick leave being granted.

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 Town will be paid for unused sick time up to 200 hours at a rate of %50.

Conversion of sick leave: Employees who have accrued sick leave may convert a total of 100 hours of accrued sick leave as follows:

- a. An employee may convert up to 100 hours of sick leave to vacation leave at the rate of 50%. (maximum conversion 50 hours)
- b. An employee may convert up to 100 of sick leave for cash at the rate of (maximum conversion 50 hours)

- c. These conversions may be made annually during the month of December.
- d. All requests for conversion must be submitted to the Town Manager through the Clerk-Treasurer.

D. Donated leave. 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.

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:

- 1 Any period of incapacity or treatment connected with inpatient care (e.g., an overnight stay) in a hospital, hospice, or residential medical care facility; or
- 2 A period of incapacity requiring absence of more than three calendar days from work that involve continuing treatment by (or under the supervision of) a licensed health care provider; or
- 3 Any period of incapacity due to pregnancy, or for prenatal care; or
- 4 Any period of incapacity or treatment due to a chronic serious health condition (e.g. asthma, diabetes, epilepsy, etc.); or
- 5 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
- 6 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.)

General Guidelines:

- 1 Leave may be donated from vacation or sick leave.
- 2 An employee cannot donate from either the vacation or sick leave if the balance will fall below one-half what can be earned in 12 months.
- 3 Leave donated will be added to the recipient's sick leave balance limiting its use for sickness only.
- 4 The minimum donation allowable is four hours.

- 1 Leave shall be donated on a one-to-one personal basis. Establishment of a leave "pool/bank" is expressly prohibited.
- 2 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 on the basis of personal misconduct.
- 3 Individual leave records are confidential and only involved individuals may reveal their donation or receipt of leave.
- 4 The employee donating leave cannot receive compensation for the leave donated.
- 5 Upon return to work the recipient will be allowed to retain up to 40 hours in their sick leave account.
- 6 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.
- 7 If a recipient of donated leave separates from Town of Edgewood employment, the donated leave remaining in the recipients account shall be returned to the donors' accounts on a pro-rated basis.

Recipient Requirements:

- 1 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 Town Manager Clerk-Treasurer. All medical information is confidential. When disclosing information about an applicant the Town Manager Clerk/Treasurer ~~loilolR'laR-Res8101FEes aeJlaFtR'leRt~~ will state only that the requesting individual or the individual's family member has a "medical condition".
- 2 An employee must exhaust all types of leave before any donated leave will be used.
- 3 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.
- 4 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.
- 5 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.

1. Employee Eligibility: Permanent employees who have been employed with the Town of Edgewood 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 12-month period for one or more specified conditions which are covered under this Act.

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 12month 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/her position. Serious health conditions do not include short-term conditions such as illnesses that last a few days or out-patient surgeries that typically require only a brief recovery period. Employees may use Personal Leave to cover time off for these conditions.

3. FMLA Leave Options:

- A. Eligible employees are entitled to 12 weeks of unpaid leave within a twelve-month period.
- B. Eligible employees may choose to us 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. Page 15 of 41

4. Definitions: 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 ~~FMIA~~ 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.

A. 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.

B. Spouse -a husband or wife recognized by the State of New Mexico.

C. 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 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 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 regulation-s, whether as paid or unpaid leave.

D. 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 leaves:

A. An employee desiring to use Family Medical leave needs to contact the ~~Town Manager Clerk/Treasurer PildFRaR ResoldFEes~~ ~~cellaFtFRaR~~ prior to the requested leave period. ~~whenever possible.~~

B. Requests for Flu leave must be supported by reasonable proof.

C. If an employee is unable to initiate the contact to the ~~Town Manager Clerk/Treasurer PildFRaR ResoldFEes~~ for Family Medical leave, the department head is responsible for contacting ~~Town Manager Clerk/Treasurer PildFRaR ResoldFEes~~ 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:

- 1 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.
- 2 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;
- 3 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;
- 4 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.

F. Employees desiring to work a reduced or intermittent work schedule under FMLA leave will need to contact the Town Clerk/Manager Clerk/Treasurer 1-1-2018 Reso-1-1-2018 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 Town 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 Town, 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 Town 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 Town 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 Town of the need for FMLA Leave and the anticipated timing and duration of the

leave. The Town may also require an employee to comply with the Town'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 Town 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.

1 **Notice to Employee:** Once the Town has *received* a request for a FMLA required reason, the Town 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 Town may give such notice in writing

2 **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 Town may delay the taking of FMLA Leave to an employee who fails to provide timely certification after being requested by the Town 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 Town 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 Town has reason to question the appropriateness of the leave or its duration the Town may request certification at some later date. If the Town has reason to doubt the validity of the certification provided the Town, the Town may require at its expense, that the eligible employee obtain the opinion of a second (or third) health care provider.

3 **Confidentiality:** All records and documents relating to medical certifications, recertification 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 in accordance with the Americans with Disabilities Act of 1990 (ADA) and The Health Insurance Portability and Accountability Act of 1996 (HIPPA).

10. Restoration to Work: Any eligible employee who takes approved FMLA Leave shall be entitled, upon return from such leave:

- A. To be restored by the Town to the same position of employment held by the employee when the leave commenced; or
- B. To be restored to an equivalent position with equivalent employment benefits, pay, and other terms and condition of employment.

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 Town will review such situations on a case-by-case basis under the ADA.

11. Group Health Plan Coverage:

- A. The Town shall maintain coverage for the employee under the Town'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 Town must give advance written notice to employees of the terms for payment of premiums during FMLA leave.
- D. The Town's obligation to maintain dependent health insurance coverage stops if an employee's premium payment is more than 30 days late. The Town 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 Town 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 Town 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: Maintenance of health insurance policies that are not a part of the Town's group health plan (where no contributions are made by the Town) is the sole responsibility of the employee.

Taking FMLA Leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

1. No Retaliation: The Town 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 Town.
2. Rights and Obligation of Employees: When an employee provides notice of the need for FMLA Leave, the Town 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 ~~Town Manager Clerk-Treasurer~~ 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 Town, and only following consideration of the employee's performance and disciplinary history, and the potential disruption of Town 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 ~~Town Manager Clerk-Treasurer~~ 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 of without pay, his/her 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/she 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/she 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, stepparents, 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)1 the employee will be permitted three days leave with pay per occurrence not chargeable under any benefits. After three 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 Town, then the employee shall not be entitled to any pay from the Town.

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/she 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/she would have been employed if the continuous employment had not been interrupted or the position of employment in which he/she 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. Occupational Injury leave

1 Purpose. Injury leave by a doctor's order shall be granted to any employee who sustains an injury as a result of or in the course of the performance of his or her job. Injury leave is intended to cover initial gaps in coverage of the State's Workman's Compensation Program. A doctor shall mean any qualified health care provider recognized under New Mexico's Workers Compensation Act as being qualified to provide such an order.

2 Injury Leave Granted. An employee who sustains an on the job injury shall receive paid injury leave equal to normal salary for all regularly scheduled working hours or up to seven working days until State's Workman's Compensation coverage commences. All benefits will accrue while an employee is on workman's compensation, and the Town will pay its share of an employee's hospitalization insurance for a period not to exceed three months.

3 Procedures. Any employee injured on the job shall immediately report the injury to his or her supervisor, who shall report the injury to the ~~Town Manager's Clerk-Treasurer's~~ office. An accident report shall be completed within forty-eight hours of the accident. If medical attention is required, the procedures set forth in administrative regulations shall be followed.

I. Voting leave Employees, who are registered voters, shall be given necessary time off to vote without loss of pay. Employees will receive up to two (2) hours on Election Day for the purpose of voting between the time of opening and the time of closing the polls; however, the Supervisor or Department Head may specify the hours during this period that the voter may be absent. The provisions of this subsection do not apply to any employee whose work day begins more than two (2) hours after the polls open or ends more than three (3) hours before the polls close.

Section IX: Overtime

1 A non-exempt employee shall not work more than the regularly scheduled 40 hour workweek without his/her supervisor's prior approval. Non-exempt employees who work in excess of the normal 40-hour workweek shall be compensated at the rate of 1 X times the employee's regular base rate of pay for each hour of overtime worked. Overtime work will be compensated in 15-minute increments. The exemption requirement shall be reviewed and determined by the Town Manager.

2 Working overtime without prior approval is just cause for disciplinary action, up to and including termination.

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

4 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.

5 All Town employees, including commissioned police officers, eligible for overtime compensation may accrue a maximum balance of 240 hours of comp time (or 160 hours of overtime worked). 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.

6 The Town 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.

7 At any time, an employee may request that the Town of Edgewood cash out his/her accrued but unused comp time balance, even if the balance is below the accrual maximum set forth in paragraph 6. The Town of Edgewood, 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.

8 The Town may, at any time, elect to payout 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 Town's sole discretion whether to payout some or all accrued comp time.

9 Upon an employee's retirement, resignation or termination, the Town of Edgewood shall pay the employee for

the balance of his/her accrued but unused camp 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 Town of Edgewood, the average pay rate for the entire period of employment shall be used instead.

11. 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 Town of Edgewood's 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

Town employees shall not, during working hours, publicly support or endorse any person running for political office. Town 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~~Gratuities -~~Solicitation~~Solicitation

A. ~~Gratuities~~Gratuities. Town 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 Town Manager, Clerk Treasurer,

B. Solicitations. No solicitation by employees or others will be allowed in a Town-owned building or on Town 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 ~~Town Manager Clerk-Treasurer~~ 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 Town. 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 ~~Town Manager Clerk-Treasurer or Deputy Clerk~~ with any questions regarding the Town's rules of employee conduct.

1. Violation of the Town 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 ~~Town Manager Clerk-Treasurer~~.
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 Town property, driving a Town vehicle or equipment, representing the Town or wearing a Town uniform. Fighting, horseplay or provoking a fight is prohibited.
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 Town funds, property or resources; theft or fraud.
13. Intentionally or negligently causing damage to Town tools, equipment or other property;
14. Failure to immediately report damage to, or an accident involving Town 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 Town documents.
17. Soliciting during work hours and/or on Town premises; selling merchandise or collecting funds of any kind for whatever purpose without the ~~Clerk-Treasurer~~Town Manager's prior approval, or at a time or place that interferes with the work of another employee on Town property or at a Town worksite.
18. Conducting a lottery or gambling on Town 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 Town's employees or confidence in the operation of Town services; or
 - c. Impair the operation or efficiency of any Town 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 Town 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 of 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 Town; (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 Clerk-Treasurer~~ **Town Manager or Commission** 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 Town's grievance procedures.

1 Demotion. The ~~Town Manager or Commission Mayor or Clerk-Treasurer~~ may demote an employee in those instances where the employee is unwilling or unable to perform the responsibilities of his/her 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/her 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 Town's grievance procedures.

2 Dismissal. 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 Town'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 ~~Town Manager, Commission Mayor, Clerk-Treasurer~~ or supervisor. These employees may not appeal a decision to dismiss them from employment pursuant to the Town's grievance procedures.

F. **Notice of Intent to Discipline.** The ~~Town Manager or Commission Mayor, Clerk-Treasurer 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 Town; (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 Town Manager Clerk-Treasurer, in writing, whether he/she will avail him/herself 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, Town Manager Clerk-Treasurer 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/her right to appeal.

In the event the employee wishes to avail him/herself 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, ~~Clerk-Treasurer~~ the Town Manager and/or Department Director will meet with the employee at a pre-arranged time. At the predisciplinary 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 Town nor the employee will not be permitted to have a representative present at the pre-disciplinary meeting.

If the contemplated discipline is termination, the ~~Mayer's Town Manager's~~ recommendation will be placed on the agenda for the executive session of the next regular meeting of the Town ~~Council~~ Commission. 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~~ Commission during executive session. This will not be an evidentiary hearing. ~~The employee may have a representative present for the presentation to the Town Council~~ Commission. After hearing from the employee, the ~~Council~~ Commission 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 Town Manager or Commission Mayor or Clerk-Treasurer 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/herself, others or Town property. During this period, the employee continues to accrue benefits as if he/she 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 Town equipment.

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

I. Grievance Procedure.

1. Applicability. A regular employee who has successfully completed his/her probationary period may pursue grievances according to the rules contained in this Section.

2. Attendance at Grievance Hearings.

A. Department Director Level. A formal Request for Dispute Resolution must be presented in writing to the employee's Department Director, with a copy to the Human Resources Director. The formal Request for Dispute Resolution shall set forth:

- 1) The employee's name, job title, and worksite;
- 2) Their—address, email address and telephone number;
- 3) A description of the problem or problems;
- 4) The relief or resolution requested;
- 5) The signature of the employee.

The Department Director shall respond in writing within five (5) working days of receipt of the Request for Dispute Resolution, and may, within this same period, request a meeting to discuss the Dispute and seek a resolution. If the Dispute is not satisfactorily resolved at this level, it may be filed with the Town Manager within five (5) working days after receipt of the written response or expiration of the time for response by the Department Director.

B. Town Manager Level. If the Dispute has not been satisfactorily resolved by the Department Director, the employee may submit the Dispute to the Town Manager. The Town Manager shall respond in writing within ten (10) working days of receipt of the Dispute and may, within this time period, request a meeting to discuss the Dispute and seek a resolution. The Town Manager's decision will be final and binding.

2. 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 Town policy or practice is appropriate.

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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 Town 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.

I. Performance evaluations.

J. Disputes as to whether or not a Town practice or policy is good

J. Post-Discipline Appeal. A regular employee who has been suspended without pay, involuntarily demoted or terminated may appeal his/her 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 Town Manager Clerk-Treasurer 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 Town Manager will appoint a hearing officer who is a licensed New Mexico attorney or a person experienced in personnel administration.

3. The hearing officer shall recuse him/herself if, for any reason, he/she cannot afford a fair and impartial hearing to either party. The employee or Town 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.

4. No person shall discuss the merits of the appeal with the hearing officer unless both parties or their representatives are present.

5. 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;
- f. Requests for subpoenas; and
- g. Estimated amount of time needed for the hearing.

6. 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.

7. 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 Town shall be entitled to have an employee representative in the

- 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 Town. 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.

7. 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 Town 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-NMRA 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 Town 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 panel or 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 Town contributed benefits.
- c. The Town 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

Statement of Purpose: It is the policy of the Town of Edgewood to comply with all applicable federal and state laws and regulations relating to equal employment opportunity and that equal opportunity shall be practiced in the administration of all personnel policies and practices and shall include, but not be limited to:

A. Recruitment, hiring and promotion of any qualified person on the basis of merit without regard to race, religion, creed, color, ancestry, or national origin and without regard to age, sex, or disability where applicants or employees are otherwise able to perform the essential functions of the job.

B. Employment and promotion are administered in accordance with the principles of equal employment opportunity and based upon valid job requirements in the following order of priority:

1. Persons currently employed by the Municipality.
2. The general public as an equal opportunity employer.

C. Personnel actions shall be carried out without regard to race, religion, creed, color, ancestry or national origin or to age, sex, or physical or mental disability where employees are otherwise able to perform the essential functions of the job.

D. Management Responsibility. The Town 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 Town employees or employment applicants. The Town Manager shall be the referral officer for the Town to receive notice of alleged unlawful employment practices from the equal employment opportunity commission or other appropriate federal or state agency of jurisdiction. The Town Manager Clerk-Treasurer shall notify the Mayor, Town Council Commission and the Town Attorney upon receipt of any complaints alleging violations under this section.

E. Applicant Complaints. Any job applicant, who has been denied employment with the Town of Edgewood 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 petition the Town Council Commission to conduct an investigation into this matter.

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

Section XV: Harassment

Statement of Purpose: The Town of Edgewood provides a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional environment that promotes equal opportunity and prohibits discriminatory practices, including harassment on the basis of race, color, religion, gender, national origin, age or disability. The Town of Edgewood does not tolerate acts harassment is committed to enforcing this policy prohibiting harassment and sexual misconduct to provide:

- 1 A work environment free of all forms of harassment;
- 2 Appropriate corrective measures, up to and including dismissal and appropriate legal action, will be taken if this policy is violated;
- 3 A complaint procedure that is fair and, protect against retaliation for filing, or testifying as a witness to a complaint;
- 4 All complaints are investigated promptly, thoroughly, and fairly, and
- 5 That all Town officials, supervisors, and employees are aware of their responsibilities under this policy.

A. Coverage: This policy applies to Town officials, department heads, supervisors, employees, non-employees and volunteers subject to the control of Town authority and shall be actively enforced by Town management.

B. Definition: Harassment is any unwelcome conduct of verbal and/or physical conduct directed at an employee because of that person's sex, race, color, religion, national origin, age or disability when:

- 1 Submission to such conduct is made, either explicitly or implicitly, a term of an individual's employment;
 - 2 Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
 - 3 Such conduct unreasonably interferes with an individual's work performance; or
 - 4 Such conduct creates an intimidating, hostile, or offensive working environment.
- 4 C.

Examples of sexual harassment include, but are not limited to:

Sexual innuendo, suggestive comments, insults, threats, jokes; suggestive or insulting noises, staring, leering, whistling, and obscene gestures; propositions or pressures to engage in sexual activity; touching, pinching, cornering, or brushing up against the body, or sexual assault; inappropriate comments concerning appearance; sexual or sexually insulting written communications, or public postings, including electronic communications; employment decisions based on sexual relationship; harassing behavior directed toward another because of the persons gender.

Sexual misconduct is any conduct constituting a criminal sexual offense under the laws of the State of New Mexico or the ordinances of the Town of Edgewood.

D. Responsibilities of Employees: All employees shall be familiar with this policy, and shall, if asked, cooperate in the investigation or resolution of harassment complaints.

E. Harassment Complaint Procedures:

1 Any employee who makes a complaint of harassment or sexual misconduct will be asked to record the complaint in writing or to sign their allegations or to indicate their refusal to sign their allegations. The Town will investigate all complaints in accordance with this procedure. Any employee who provides false or misleading information in connection with a complaint of harassment or sexual misconduct shall be subject to disciplinary action, up to and including dismissal.

2 Individuals who believe they are being harassed are encouraged to promptly and firmly notify the offender that his or her behavior is unwelcome. If such confrontation is ineffective or impossible, a complaint should be made to the individual's supervisor or to the Town Manager. The supervisor or Town Manager shall document the complaint and provide a copy to the complaining employee. All such complaints shall be kept in a confidential file.

3 Notification of such complaints, including documentation of the complaint, shall be provided to the Town Council Commission as soon as possible after receipt of the complaint.

4 Town Manager, along with the Town Attorney, has the responsibility to investigate any complaints of harassment or sexual misconduct, either directly or through their designee. A report of the complaint, the investigation, the findings and disposition of the complaint shall be reported to the Town Council Commission.

5 If the allegation is substantiated, appropriate steps will be taken to remedy the situation. The supervisor shall apply an appropriate level of disciplinary action, up to and including dismissal from employment, for a person determined to have violated this policy.

6 Retaliation against an individual who makes a report of harassment or sexual misconduct, 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 harassment or sexual misconduct, or testifying, as a witness to a complaint shall be subject to disciplinary action, up to and including dismissal.

F. Responsibilities of Managers and Supervisors: Managers and supervisors shall;

1 Be familiar with the Town policy on harassment and sexual misconduct;

2 Not make statements or engage in conduct that could reasonably be construed as harassment or sexual misconduct;

3 Be alert to potential instances of harassment or sexual misconduct in the course of providing supervision;

4 Immediately notify their own supervisor upon receipt of an allegation of harassment or sexual misconduct;

5 Take immediate action to stop confirmed instances of harassment or sexual misconduct;

6 After a complaint of harassment or sexual misconduct has been substantiated monitor the situation to ensure the situation has stopped and;

7 Ensure that no retaliation is taken against the complainant(s) or anyone who or testifies as a witness to a complaint in a harassment or sexual misconduct complaint.

Section XVI: Drug and Alcohol Policy Statement of Purpose: It is the policy of the Town of Edgewood to provide a work environment that is free from the use, possession, sale or distribution of illegal drugs and from the misuse of alcohol and legal drugs by Town employees. Accordingly, the Town requires that employees and contractors alike will be subject to testing to determine the presence of unacceptable levels of illegal drugs, alcohol or inappropriately used legal drugs within their bodies while performing the Town's business. Therefore, this policy is to assure that only safe and alert employees are permitted on/in the Town premises, on the Town job site locations and at any time while operating Town vehicles, or using Town equipment. This policy establishes guidelines for consistent handling of alcohol and drug usage situations throughout the Town of Edgewood.

A. Prohibited Behavior:

- 1 Use of illegal drugs;
- 2 Abuse of legal drugs or alcohol;
- 3 Use of alcohol or illegal drugs on Town time or property, to include scheduled or unscheduled break periods, meal times, and at all other times when the employee is considered "at work" for the Town;
- 4 Sale, purchase, transfer, use or possession of illegal drugs or drugs obtained illegally;
- 5 Transport of alcoholic beverages in Town vehicles during Town time, break periods, or meal times;
- 6 Arrival for work under the influence of drugs or alcohol. An employee who is using prescription drugs or over-the-counter medications that could affect work performance must inform his/her supervisor. A doctor's statement may be required at the Town's discretion.

B. Implementation

The Town Manager shall adopt procedures required by all applicable federal and state mandates to ensure the effective implementation of this policy. In addition to setting out the procedures for pre-employment testing and the random drug and alcohol testing of those employees covered by the federal regulations, the procedures shall provide for reasonable suspicion testing for drugs and alcohol for all Town employees.

C. Employee Assistance Plan (EAP)

The Town Manager or designee shall establish and communicate the availability of an employee assistance program for all Town employees. The Town Manager or his/her designee shall for the benefit of all employees identify avenues for obtaining drug treatment and rehabilitation, outline available drug abuse counseling and educational programs, and describe any drug abuse rehabilitation benefits available through the Town's group health plan. Normal Town benefits, such as sick leave and the group medical plan, are available to aid in the rehabilitation process. If the available assistance fails or is obviously inappropriate given the nature of the drug use and the employee's position, the penalty for drug use or alcohol abuse may be termination of employment

Section XVII: Care and Use of Equipment and Facilities Statement of Purpose: All employees are required to properly maintain and utilize the Town of Edgewood property. Willful abuse or mishandling of any Town property including vehicles and/or technical resources will not be tolerated and may be grounds for disciplinary action up to and including discharge.

A. Town Vehicles. Some positions in the Town require the use of Town vehicles. These are Town-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 Town-owned vehicle must adhere to procedures established by the Town Manager, which may include a defensive driving course. Town vehicles may not be used for personal business.

B. Technical Resources. The Town of Edgewood's technical resources including any voice mail, fax or e-mail systems, cellular telephones, are provided for use in the conduct of Town 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 Town of Edgewood 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.

1. Employees may access those electronic files or programs that they have permission to enter. Unauthorized copying or use of computer software exposes both the Town of Edgewood and the employee to fines and/or imprisonment. Employees may not load personal software or download software from the Internet onto the Town of Edgewood's computer system and may not copy software from the Town of Edgewood for personal use.
2. 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.
3. 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 or her 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 on ly before or after the workday or during designated break time.

Section XVIII: On Call

Purpose

To define terms and conditions for the Town of Edgewood to compensate employees on unrestricted call-back status that are called back to the service of the Town of Edgewood outside of their normally scheduled shifts.

Definitions

- A. Employee -a person in a non-supervisory or non-management position.
- B. Report to work -accomplishing the necessary task working on-site or remotely.
- C. Unrestricted call-back status -Non-duty hours when an employee is required to report to work as soon as practical from the time contact is made.

Policy

A Town of Edgewood employee can be placed on unrestricted call-back status to be able to report to work whether in person or remotely. An employee on unrestricted call-back

status is not required to remain in any specific geographical area or required to work within a specific time period. Employees on such status may decline to return to work when contacted if they acknowledge they are not fit to report to duty, without penalty, discipline or other reprisal.

On Call Compensation

Town of Edgewood employees who are called back by management to report to work shall be guaranteed a minimum of two (2) hours of pay for actual hours worked at the applicable straight time or overtime rate. Employees shall be compensated in accordance with the provisions of overtime if the time worked results in overtime; or be paid their hourly rates if the work does not result in overtime. On-call time for employees who return to work shall commence at the time the employee receives the call and ends at the completion of the call-back assignment.

Section XIX: Temporary Light/Modified Duty

Purpose To define terms and conditions for the Town of Edgewood to allow injured/disabled employees to return to work under temporary light/modified duty.

Definitions

~~A.D.~~ Employee -a person in a non-supervisory or non-management position.

~~B.E.~~ Temporary light/modified duty is defined either as performing the same job as the employee held before the injury, or as performing the duties of another position for which the employee is qualified, for fewer than eight (8) hours each day or having reduced physical requirements for the full day or for less than the full day.

Policy

- A. An Employee returning from an injury/temporary disability may return to temporary light/modified duty if an appropriate position is available or if the employee's department can reasonably accommodate the employee by modifying the job requirements and the employee's physician certifies that the employee is capable of returning to temporary light/modified duty. If the employee's department does not have work available for the temporary light/modified duty, the employee may be assigned to another department.
- B. If an employee returns to work on a part-time basis and is not receiving full salary while still on injury time, the Town of Edgewood shall continue to pay the employee's share of benefits contributed by the Town of Edgewood on a pro-rata basis, based on hours worked.

C. The terms and conditions of temporary light/modified duty shall be determined by the employee's Department Director in conjunction with the Town Manager.

Unless otherwise stated in this Personnel Policy Manual, the provisions of this Personnel Policy Manual are effective December 7, 2016.

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

~~John Bassett~~Audrey Jaramillo, Mayor

ATTEST:

~~Juan Torres, Clerk Treasurer~~ Clerk

RESOLUTION 2023-046

TOWN OF EDGEWOOD 2024 HOLIDAY CALENDAR

WHEREAS, The Governing Body for the Town of Edgewood, New Mexico has approved and adopted the 2024 Holiday Calendar as follows:

New Years Day	Monday, January 1 st , 2024
Dr Martin Luther King Jr’s Birthday	Monday January 15 th , 2024
Good Friday	Friday, March 29 th , 2024
Memorial Day	Monday, May 27 th , 2024
Juneteenth National Independence Day	Wednesday, June 19 th , 2024
Independence Day	Thursday, July 4 th , 2024
Labor Day	Monday, September 2 nd , 2024
Indigenous People’s Day	Monday, October 14 th , 2024
Veterans Day	Monday, November 11 th , 2024
Thanksgiving Day	Thursday, November 28 th , 2024
Presidents’ Day	Friday, November 29 th , 2024 (Observed)
Christmas Eve	Tuesday, December 24 th , 2024 (Town Offices Close at Noon)
Christmas Day	Wednesday, December 25 th , 2024
New Years Eve	Tuesday, December 31 st , 2024 (Town Offices Close at Noon)

NOW, THEREFORE, BE IT RESOLVED The Governing Body of the Town of Edgewood hereby adopts this as the 2024 Holiday Calendar for the Town of Edgewood.

PASSED, APPROVED, and ADOPTED this 14th day of November 2023.

Kenneth Brennan, Mayor

ATTEST:

Rachel Martinez, Clerk

YEAR 2024

Town of Edgewood

JANUARY

S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

FEBRUARY

S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	1	2
3	4	5	6	7	8	9

MAY

S	M	T	W	T	F	S
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

JUNE

S	M	T	W	T	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

SEPTEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5
6	7	8	9	10	11	12

Holidays

PD Holidays

Time Cards Due

Pay Day

Holiday 1/2 Day Off

MARCH

S	M	T	W	T	F	S
25	26	27	28	29	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

APRIL

S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

JULY

S	M	T	W	T	F	S
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

AUGUST

S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

NOVEMBER

S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
1	2	3	4	5	6	7

DECEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

Sun Vista Outdoor Advertising LLC
P.O. Box 16677
Albuquerque, NM 87191-6677
Ph: (505) 856-1187 • Fax: (505) 856-1189

AGENDA ITEM #IX.Q.
Lease Number: 2178
☐ New ☒ Renewal
Sales Rep: _____

Advertiser: Town of Edgewood
Agency/Owner: _____
☐ CORP ☐ PTRSHIP ☐ LLC ☐ SOLE
Billing Address: P.O. Box 3610
City: Edgewood State: NM Zip: 87215
Contact Person: _____
Phone #: 505-386-4518 Fax #: _____

Account No: _____
Lease Period: 12 months
Effective Date: 7-1-23
Production Costs: (Due in Advance) 0
(from line 1 below)
Net Monthly Lease Amount Due: \$544.74
(from line 9 below)

Sun Vista Outdoor will print vinyl and install one advertising display for 12 months, beginning on the Effective Date noted above.

Location Information:

Highway	Face Number	Description	Size	Reflectorized	Lighted	Other
<u>I-40</u>	<u>North</u>	<u>West of MP 200 Rte</u>	<u>21'8" x 35'</u>	<u>NO</u>	<u>YES</u>	<u>NO</u>

SUMMARY OF COSTS

- Production Costs: (To be paid in advance)
\$ 0
- Monthly Display Costs:
\$ 448.00
- Agency Commission:
\$ 0
- Monthly Display Costs: (line 2 + line 3)
\$ 448.00
- Reflectorization Charges:
sq. ft. used @ \$ _____ per sq. ft. = \$ _____ Total Charge.
☐ One Time Payment of \$ _____
☐ Monthly Payment _____
(Total Charge divided by number of months remaining on contract)
- Lighting Charges:
☐ Dusk To Midnight (Standard)
☒ Dusk To Dawn (Additional charges required)
\$ 00.00
- Other Charges (Please specify): _____
☐ One Time Payment of \$ _____
☐ Monthly Payment _____
(Total Charge divided by number of months remaining on contract)
- Gross Receipts Tax: 7.6250%
\$ 38.74
- Total Monthly Payment Amount Due: (Includes applicable sales taxes)
\$ 544.74

The Terms on the Back Page are Part of this lease.

Advertiser authorizes and instructs Sun Vista Outdoor to display in a good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Sun Vista Outdoor all contract amounts within twenty-five (25) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions contained on the back page of this lease.

The undersigned representative or agent of Advertiser hereby warrants to Sun Vista Outdoor that he is authorized to execute this lease on behalf of Advertiser.

Signed and Accepted: This lease is not valid until accepted by Sun Vista Outdoor management.

Signature(s) below indicate agreement with, and acceptance of, all terms and conditions of this lease as detailed on both sides of this document.

Advertiser:

Sun Vista Outdoor:

Signature	_____	Date	_____
Printed Name	_____	Date Accepted:	_____
Authority	_____	Fed I.D. Number	_____

AGENCY:

The agency representing this Advertiser on this lease executes this lease as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

Agency: _____ Street Address: _____
Date: _____ Mailing Address: _____
By: _____ City: _____
State: _____ Zip: _____



July 20, 2023

Town of Edgewood
P.O. Box 3610
Edgewood, NM 87015

INVOICE

Received on Account for April, May, June & July 2023 \$2,189.48

Balance of Billing Due: 0.00

Billboard rent for month of **August 2023**

.482 West of MP 200 on I - 40 face #7700&7701	448.00
Lighting	60.00
Tax 7.6250%	38.74
Subtotal	546.74

Total August 2023 billing: \$546.74

Total Balance Due: \$546.74

Balance Due

- Due date: **08-15-23**

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If you have any questions please call me at 505-856-1187 or 505-239-3125.



August 20, 2023

Town of Edgewood
P.O. Box 3610
Edgewood, NM 87015

INVOICE

Received on Account for August 2023	0.00
Balance of Billing Due for August:	\$546.74
Billboard rent for month of September 2023	
.482 West of MP 200 on I - 40 face #7700&7701	448.00
Lighting	60.00
Tax 7.6250%	38.74
Subtotal	546.74
Total September 2023 billing:	\$546.74
Total Balance Due:	\$1,093.48

Balance Due

- Due date: **09-15-23**

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If you have any questions please call me at 505-856-1187 or 505-239-3125.



September 20, 2023

Town of Edgewood
P.O. Box 3610
Edgewood, NM 87015

INVOICE

Received on Account for August& September 2023	0.00
Balance of Billing Due:	\$1,093.48
Billboard rent for month of October 2023	
.482 West of MP 200 on I - 40 face #7700&7701	448.00
Lighting	60.00
Tax 7.6250%	38.74
Subtotal	546.74
Total October 2023 billing:	\$546.74
Total Balance Due:	\$1,640.22

Balance Due

- Due date: **10-15-23**

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If you have any questions please call me at 505-856-1187 or 505-239-3125.



October 20, 2023

Town of Edgewood
P.O. Box 3610
Edgewood, NM 87015

INVOICE

Received on Account for August, September, & October 2023 0.00

Balance of Billing Due: \$1,640.22

Billboard rent for month of **November 2023**

.482 West of MP 200 on I - 40 face #7700&7701	448.00
Lighting	60.00
Tax 7.6250%	38.74
Subtotal	546.74

Total November 2023 billing: \$546.74

Total Balance Due: \$2,186.96

Balance Due

- Due date: **11-15-23**
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If you have any questions please call me at 505-856-1187 or 505-239-3125.