

**BOARD OF UNION COUNTY COMMISSIONERS**  
**REGULAR MEETING**  
**AGENDA**  
**November 10, 2020**

9:00 a.m.

1. Call to order
2. Pledge of Allegiance
3. Approval of agenda and minutes
4. Hospital Report
5. Discussion/Possible Action Items
  - i. Resolution 2021-19 Gladstone Wind Project Permit
  - ii. Invenergy MET Towers Permit Application
  - iii. Ordinance 2020-42 NMFA Loan Admin Building
  - iv. Ordinance 2020-21 Repeal Personnel Policy Ordinance
  - v. Resolution 2021-18- Personnel Manual Policy Resolution
  - vi. Resolution 2021-20 Civil Rights Commission
  - vii. Standard Operating Procedure Sheriff Transports
  - viii. Vacation of Plat Hayden- Patsy Perschbacher
  - ix. NMFA Loan Application Capulin Wildland Truck Type 6
  - x. Approval of Bills
  - xi. Road Crossing Permits
  - xii. Inventory Items Disposition – Road Department International Water Truck
  - xiii. Healthcare Assistance - Approval of Claims
  - xiv. County Travel Requests
  - xv. Administrative Building update
  - xvi. Courthouse update
  - xvii. Jail agreement with neighboring counties
  - xviii. Canvass General Election

10:00 a.m. Citizen's Forum

1. Road Superintendents Report
2. County Manager Report
3. Fire Coordinator/Emergency Manager Report
4. Elected Officials Reports

Adjourn

As of 11/6/2020

Next Meeting December 8, 2020 @ 9:00

Joint Meeting with Town of Clayton December 8, 2020 @10:00

**BOARD OF UNION COUNTY COMMISSION**  
**REGULAR MEETING**  
**October 13, 2020**

**BOARD MEMBERS PRESENT:**

Chairman Justin K. Bennett      Commissioner W. Carr Vincent      Commissioner Clayton F. Kiesling

**OTHERS PRESENT:**

Clerk Mary Lou Harkins      Manager Brandy Thompson      Assessor Hollie Cruz  
Treasurer Shea Arnett      Sheriff James Lobb      Emergency Mgr., Robert Wingo

**GUESTS:**

Tammie Stump, CEO - Union County General Hospital  
Melissa Prante, CFO - Union County General Hospital  
Rhonda Aragon, Clerk - Eighth Judicial District Court

At 9:05 a.m., Chairman Bennett called the meeting to order in the 8<sup>th</sup> Judicial District's Courtroom, located in the Union County Courthouse. The pledge of allegiance was recited.

Commissioner Vincent moved to approve the agenda and the regular meeting minutes of September 10, 2020. Commissioner Kiesling seconded. There was no further discussion. Vote: All YES. The minutes were signed.

**HOSPITAL REPORT**

**Tammie Stump**, the CEO, provided copies of the monthly hospital reports. "County Commissioner Monthly Hospital Report, Union County General Hospital, Tammie Stump, CEO, October 13, 2020", is attached as an exhibit (seven pages). Stump gave a lengthy report on the following (but not limited to the following): **Provider Recruitment Update** - copies of preliminary plans for a dentist office and parking lot were provided; **Des Moines Clinics; Financial Assistance/Compliance Update; Business Office/Revenue Cycle Update; Compliance and Social Work; Home Health Care Report; Radiology Report; Plant Services** – a copy of a memo from EMC Engineers (Bob Blanchette, PE) dated September 17, 2020, regarding the Evaluation of the Existing UPS for X-Ray, was provided; **Therapy Services; Laboratory Services; Union County/Des Moines Health Center; IT; Pharmacy; HVAC; Front Vestibule** – copies of vestibule plans were provided; **Clinical Area; and HAPTAP** formerly known as the Safety Net Care Pool (SNCP) Fund - the hospital has not received any SNCP all year.

**Melissa Prante, CFO**, reported on various financials and statistics for June. Before the meeting, reports were e-mailed to the County Manager, for distribution to the Board. The "Clayton Health Systems, September 22, 2020 MOR, Notes to Consolidated Financial Statements, Period Ending August 31, 2020 – is attached as an exhibit (one page) and the "Union County General Consolidated, Executive Financial Summary, 2<sup>nd</sup> Month FY 2021", is also attached as an exhibit. CARES (Coronavirus Aid, Relief, and Economic Security) money must be spent by June 30<sup>th</sup>. A brief discussion followed.

The local Mill Levy ballot question was discussed: CEO Stump reported that campaign publications have been made in the local newspaper, county, and hospital Facebook pages. The Board wanted the voters to know that this mill levy was not a tax increase but a reauthorization/extension of the current levy. This levy is critical for hospital operations. There are over one hundred employees staffed at Union County General Hospital. The mill levy must be passed so that the residents of Union County continue to receive high-quality care. A vote "For" the mill levy, is a vote for the continued success of Union County General Hospital. The hospital now more than ever needs the communities to help by voting FOR the mill levy.

At 9:40 a.m., the meeting recessed for attendance of the Joint Communications meeting. At 10:55 a.m., the meeting resumed.

## **DISCUSSION / POSSIBLE ACTION ITEMS**

### **HOSPITAL VESTIBULE**

The hospital's plan to install a vestibule was discussed at length during CEO Stump's hospital report. Plans for the vestibule are almost finalized. The proposed cost (\$60,000 +) was a concern for the Board. Commissioner Vincent volunteered to speak with the engineer. CEO Stump will organize a meeting with Commissioner Vincent and the engineer.

### **LOBBYISTS – CLINT HARDEN, KATHY ELLIOT**

Union County Lobbyists Clint Harden and his associate Kathy Elliot reported on the following (but not limited to the following): The local hospital has taken on the extra duties of providing Medicaid services to the County's residents for several months. A Medicaid Office and an employee had been previously promised to Union County by the Human Services Department; the status of the washed-out bridge on the Dry Cimarron; because of COVID-19, and the uncertainty of in-person attendance of the legislative session, there will be a need for effective communication during the legislative session. Acquiring cell phones numbers from members of our legislature will be the key to successful communication during the upcoming legislative session; the possibility of increased State taxes to offset government operations; New Mexico Counties legislative priorities and unfunded mandates will be watched closely; final census numbers and the possibility of future redistricting; lobbyist Harden was recently appointed as a Commissioner in the Soil and Water Conservation District Region #5; Kathy will be working with the County on Capital Outlay requests; and, lastly the uncertainty of hosting the Annual Legislative Luncheon was discussed.

### **RICO AVIATION**

**Ryan Smith** together with **Brian Coutts** of Rico Aviation/PHI Air Medical gave a membership presentation via Zoom. Rico Aviation provides medically necessary emergency medical transportation and membership benefits through the PHI Cares Membership Program. Smith spoke at length about a membership proposal for Union County, New Mexico. The proposal was made by and between Rico Aviation, PHI Air Medical, and Union County. PHI Air Medical offered Union County a special rate to cover all residents regardless of insurance status through PHI Cares, the membership Program of PHI Air Medical. THE PHI Cares membership will cover all out-of-pocket expenses for their emergency medical transport, including any co-pay or deductible expenses for a Union County resident if they are transported by PHI Air Medical. The membership fee will be \$9.00 per household based on 1,381 households. The rate is based on the total number of households by the US Census. Members will not have any out-of-pocket expenses. A service agreement will be issued once the proposal is agreed upon. Discussion followed which included the following (but not limited to the following): transient farmworkers and absentee landowners will be covered under this membership if they were counted in the Census; coverage could begin as early as October 23<sup>rd</sup>; coverage runs from calendar year to calendar year. The Board instructed Mgr. Thompson to get legal clarification from the County attorney on the definition of "residency". Chairman Bennett suggested increasing the number of households for budgetary reasons.

Commissioner Vincent moved to enter into a contract and approve enrollment for County residents with Rico Aviation/PHI Air Medical, according to legal clarification of the definition of "residency". The County manager is permitted to negotiate the contract. Commissioner Kiesling seconded. There was no further discussion. Vote: All YES. Motion carried.

### **RESOLUTION #2021-17 NMFA NOTICE RESOLUTION ADMINISTRATION BUILDING**

Mgr. Thompson reported that the loan for the Kiser Building renovation has been approved. A proposed resolution declaring the intent of the Board of County Commissioners to consider for adoption an ordinance authorizing the execution and delivery of a loan agreement and intercept agreement by and between the County and the New Mexico

Finance Authority (NMFA), evidencing a special limited obligation of the County to pay a principal amount not to exceed \$1,265,405, together with interest thereon, to finance the costs of renovating a building for county offices and to fund a loan agreement reserve account; providing for the pledge and payment of the principal of, and interest due under the loan agreement solely from the distribution of a one-eighth of one percent increment of County Gross Receipts Tax; and authorizing and directing the publication of a notice of meeting to consider final passage of an ordinance authorizing the loan agreement and intercept agreement in a newspaper of general circulation with the County.

Commissioner Vincent moved to approved Resolution #2021-17 NMFA Notice Resolution Administration Building. Commissioner Kielsing seconded. There was no further discussion. Vote: All YES. Motion carried. Resolution signed.

#### **REQUEST TO VACATE PLAT – PATSY PERSCHBACHER HAYDEN**

Pursuant to an earlier land donation made by Patsy Perschbacher, for the Hayden Fire substation, a written request was submitted by Perschbacher (owner of the property), who requested that consideration be given to vacate all of Hayden Block 2 including the alley within and lots 1-6 in Hayden Block 7 including the alley between these lots in addition to the undeveloped portion of Sixth Street between Hayden Blocks 2 and 7 and the undeveloped portion of Commercial Avenue east of Hayden Block 2 and east of Hayden Block 7 lots 1-3-5 within Hayden was reviewed and discussed. Mgr. Thompson reported that this request will be on next month's agenda and will be advertised.

Commissioner Vincent moved to approve Patsy Perschbacher's request to begin the process of vacating Hayden Block 2 and 7. Commissioner Kiesling seconded. Discussion: Clarification was made that the Hayden Fire Department is paying for expenses related to this closure. Vote: All YES. Motion carried.

#### **APPROVAL OF BILLS**

The Board reviewed and discussed bills in the approximate amount of \$172,025.97 were discussed.

Commissioner Kiesling moved to approve the payment of bills in the amount of \$172,025.97. Commissioner Vincent seconded. There was no further discussion. Vote: All YES. Motion carried.

#### **ROAD CROSSING PERMITS**

There were no road crossing permit requests presented for consideration. No action was taken.

#### **INVENTORY ITEMS DISPOSITION – ROAD DEPARTMENT INTERNATIONAL WATER TRUCK**

An "Inventory Items for Disposition" list was reviewed and discussed. Items included the following (but not limited to the following): metal lockers, metal file cabinets, metal desk and two small green colored power adapter military style (all belonging to the Sheriff's Department). A brief discussion followed.

Commissioner Vincent moved to approve the list of items as presented in the written request. Commissioner Kiesling seconded. There was no further discussion. Vote: All YES. Motion carried. The request for disposition was signed.

#### **HEALTH CARE ASSISTANCE – APPROVAL OF CLAIMS**

There were four (4) health care assistance claims presented for consideration for \$986.59. A brief discussion followed.

Commissioner Vincent moved to approve the health care assistance claims for \$986.59. Commissioner Kiesling seconded. There was no further discussion. Vote: All YES. Motion carried.

#### **COUNTY TRAVEL REQUESTS**

There were no travel requests submitted for consideration. No action was taken.

## **CARES ACT**

Mgr. Thompson gave a lengthy update on the CARES Act Relief Fund award and the plans to go forth with the small business applications (a copy of the application was provided to the Board). Mgr. Thompson is working closely with the Town of Clayton Mgr. Ferron Lucero. A brief discussion followed.

## **ADMINISTRATIVE BUILDING UPDATE**

Mgr. Thompson gave a building (old Kiser building) project update. Brief discussion followed.

## **COURTHOUSE UPDATE**

Mgr. Thompson provided the Board with copies of assessments along with recommendations made from Southwest Consulting and Apex Solutions for the Sheriff's Department's security in the courthouse. Thompson explained the various recommendations based on the Sheriff's Department and court's needs. Discussion followed. Chairman Bennett questioned the age of the Courthouse elevator. Mgr. Thompson will look into age of the elevator.

Rhonda Aragon, District Court Clerk, gave the Board a Magistrate and District Court consolidation update.

## **JAIL AGREEMENT WITH NEIGHBORING COUNTIES – JUVENILE FACILITIES DOÑA ANA COUNTY AND SAN JUAN COUNTY**

Mgr. Thompson reported that she has been advised by the contracted Bernalillo County Juvenile Detention Facility that there was currently no space to detain Union County juveniles. She was advised that arrangements could be made to detain juveniles in the interim, with San Juan or Dona Aña Counties. Thompson has supplied the contracts from San Juan and Dona Ana Counties to the county attorney for review. The contracts were approved by the County attorney and contracts will be signed.

Sheriff Lobb reported that he was advised to contact the Colfax County Jail Administration in about six weeks regarding a detention contract; Roosevelt & Quay Counties continue to be contracted and are detention options; no contract has been made with Taos County.

## **ROAD SUPERINTENDENT'S REPORT**

Superintendent Kear was not present. Mgr. Thompson reported that the rock crusher has been delivered. Routine road maintenance (shaping and blading) will temporarily halt because of the lack of moisture and the extreme dry conditions.

## **EMERGENCY MANAGER'S REPORT**

Emergency Manager Wingo was not present due to a prior conference engagement. Mgr. Thompson reported that Wingo is still working on the Hazardous Mitigation Plan. Mgr. Thompson reported that she has asked that Mgr. Wingo have a county radio evaluation. Yucca Communications submitted a cost proposal for an assessment.

## **FIRE COORDINATOR REPORT**

Fire Coordinator O'Bryant was not present.

## **ELECTED OFFICIALS REPORTS**

**Sheriff Lobb** reported on the following (but not limited to the following): current number of County detainees in Roosevelt County; inventoried military items are being considered for disposition; the last "govdeals.com" sales was successful; department officers are participating in on-line training; and, has received a \$1,000 grant from the New Mexico Transportation Division to be used for officer equipment and a \$7,719 grant for traffic patrol overtime. **Assessor Cruz** reported that the new tax rates have been entered into the tax roll and the tax roll will be transferred to the Treasurer. The Assessor's Office is currently out within the County doing reappraisals.

**Treasurer Arnett** reported that she is working together with the Assessor on the tax bills and is also preparing for the upcoming audit;

**Clerk Harkins** reported that Early & Absentee Voting is underway for the 2020 General Election.

**Commissioner Kiesling** reported on the following (but not limited to the following): 2020 Census update - the Census deadline was September 30<sup>th</sup>. The Union County Census takers worked very hard so that residents were enumerated; virtual attendance of the recent NERTPO (Northeast Regional Transportation Planning Organization) meeting. LGRF (Local Government Road Fund) Program agreements will be coming out soon; Ports-to-Plains zoom meetings are going to start up. House Resolution 7151 designating the Ports-to-Plains corridor as a future interstate highway remains a priority and will hopefully be included within the next Transportation bill; and, NEEDO (North East Economic Development Corporation) update.

**Chairman Bennett** gave an update on the recent virtual New Mexico Counties (NMC) Board meeting. Spoke briefly about the Legislative mid-winter conference.

ADJOURN: At 12:37 p.m., Commissioner Vincent moved to adjourn after lunch. Commissioner Kiesling seconded. There was no further discussion. Vote: All YES. Motion carried.

**Meeting Announcements:** The next regular meeting will be held on Tuesday, November 10, 2020, at 9:00 a.m. The next Joint Communication meeting will be on December 10, 2020 at 9:30 a.m.

**Board of Union County Commissioners  
Union County, New Mexico**

**ATTEST**

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**Justin K. Bennett - Chairman**

**SEAL**

\_\_\_\_\_  
**W. Carr Vincent - Vice Chairman**

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**Mary Lou Harkins - Clerk**

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**Clayton F. Kiesling - Member**

# CLAYTON HEALTH SYSTEMS

OCTOBER 28, 2020 MOR

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Period Ending September 30, 2020

### INCOME STATEMENT:

1. Gross patient revenue for September was \$1.2M; \$133k < budget; \$112k > PY.
2. Total net patient revenue for the month, after CA was \$872k.
3. Total other revenue for September is \$157k.
4. County tax subsidy revenue based on County budget is \$113k.
5. Total MTD net operating revenue was \$1.1M; 9k < budget; 81k > PY.
6. Operating expenses for September were \$1.1M; 13k < budget; 92k > PY.
7. Operating income of \$70k and EBIDA \$146k.
8. YTD, we have an operating income of \$358k and EBIDA of \$569k.

### **YTD Budget to Actual Variances is as follows:**

Gross Patient Revenue is **over** budget by \$60k.

Total Net Operating Revenues are **over** our YTD budget by \$201k.

Total Operating Expenses are **over** YTD budget by \$14k.

Salary/Benefits are **under** budget YTD by \$75k.

Professional fees/Purchased Services are **over** budget by \$10k.

Pharmacy, Medical, Other Supplies are **over** budget by \$77k.

Other operating expenses (postage, subscriptions, dues, licenses, taxes, maintenance, lease, utilities, travel, and education) are **under** budget by \$3k. Includes physician recruiting, audit invoices and 340B management fees.

Depreciation and Interest are **over** budget by \$5k.

### BALANCE SHEET:

9. UCGH had cash and cash equivalents of \$6.9M.
10. September CD balances total \$923k.
11. AR Mill Levy and GRT balance \$590k.
12. Net Patient AR is \$995k.
13. AP Manual accruals is \$157k.
14. Estimated 3<sup>rd</sup> party settlements \$374k for 2019 CR and \$2.2M for a total of \$2.6M.
15. September Days Cash on Hand is 210 days.

3rd Month FY 2021

Unaudited

<b>KEY STATISTICS</b>					
	<i>09/30/20 ACTUAL</i>	<i>09/30/20 BUDGET</i>	<i>YTD ACTUAL</i>	<i>YTD BUDGET</i>	<i>YTD VARIANCE</i>
Total Admissions	4	14	26	44	(18)
Total Patient Days	30	63	201	189	12
Average Length of Stay Total	7.50	4.67	7.73	4.34	(3.39)
Total Emergency Room Visits	103	151	368	453	(85)
Outpatient Visits (NOT CLINIC)	491	460	1,612	1,380	232
Total Surgeries	0	4	1	12	(11)
Total GI Procedures	1	7	18	20	(2)

<b>STATEMENT OF REVENUE AND EXPENSES - YTD</b>					
<b>REPORTED IN THOUSANDS</b>	<i>09/30/20 ACTUAL</i>	<i>09/30/20 BUDGET</i>	<i>YTD ACTUAL</i>	<i>YTD BUDGET</i>	<i>YTD VARIANCE</i>
<b>Revenue:</b>					
Gross Patient Revenues	\$1,206	\$1,339	\$4,075	\$4,015	60
Deductions from Revenue	(334)	(437)	(1,371)	(1,313)	(58)
Net Patient Revenues	872	902	2,704	2,702	2
Other Revenue	270	196	923	724	199
<b>Total Net Revenues</b>	<b>1,142</b>	<b>1,098</b>	<b>3,627</b>	<b>3,426</b>	<b>201</b>
<b>Expenses:</b>					
Salaries & Benefits	507	583	1,674	1,749	75
Professional Fees	37	48	90	143	53
Purchased Services	108	94	346	283	(63)
Supply Expenses	125	81	320	243	(77)
Other Operating Expenses	219	211	628	631	3
Depreciation & Interest Expense	76	68	211	206	(5)
<b>Total Expenses</b>	<b>1,072</b>	<b>1,085</b>	<b>3,269</b>	<b>3,255</b>	<b>(14)</b>
<b>OPERATING MARGIN</b>	<b>70</b>	<b>13</b>	<b>358</b>	<b>171</b>	<b>187</b>
<b>NET MARGIN</b>	<b>\$70</b>	<b>\$13</b>	<b>\$358</b>	<b>\$171</b>	<b>\$187</b>
<b>EBIDA</b>	<b>\$146</b>	<b>\$81</b>	<b>\$569</b>	<b>\$377</b>	<b>\$192</b>

<b>BALANCE SHEET</b>				
<b>Unaudited</b>		<i>09/30/20</i>	<i>09/30/19</i>	<i>Audited 06/30/19</i>
<b>ASSETS</b>				
Current Assets		\$8,256	\$1,294	\$1,353
Property, Plant & Equipment (Net)		9,264	9,607	9,735
Other Assets		(1,524)	928	878
<b>Total Unrestricted Assets</b>		<b>15,996</b>	<b>11,829</b>	<b>11,966</b>
Assets Whose Use is Limited		2,219	1,788	1,660
<b>Total Assets</b>		<b>\$18,215</b>	<b>\$13,617</b>	<b>\$13,626</b>
<b>LIABILITIES AND NET ASSETS</b>				
Current Liabilities		\$4,477	\$1,988	\$2,097
Debt Borrowings, net of current		3,691	3,446	3,460
<b>Total Liabilities</b>		<b>8,168</b>	<b>5,434</b>	<b>5,557</b>
Net Position		10,047	8,183	8,069
<b>Total Liabilities and Net Position</b>		<b>\$18,215</b>	<b>\$13,617</b>	<b>\$13,626</b>



**UNION COUNTY  
RESOLUTION NO. 2021-19**

**PERMIT FOR GLADSTONE NEW ENERGY, LLC TO BEGIN CONSTRUCTION OF  
FIRST PHASE OF THE GLADSTONE NEW ENERGY WIND FARM**

**WHEREAS**, Gladstone New Energy, LLC (“Gladstone”) wants to construct the Gladstone New Energy Wind Farm in Union County, to consist of wind turbines and infrastructure; and

**WHEREAS**, Gladstone has filed an Application for Siting Approval, substantially in compliance with Union County Ordinance #40, to proceed with construction within unincorporated areas of Union County, such Application recognizing that this Resolution in no way waives the County’s right to request and received further perfection of the Application or further compliance with County ordinances; and

**WHEREAS**, Gladstone, within its Application, has requested permission to use heavy machinery to make a ground disturbance, that is, to build roads, beginning immediately.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNTY OF UNION** that by this Resolution the Board of Commissioners hereby permit, approve and allow the construction of the Gladstone New Energy, LLC Wind Farm, subject to compliance by Gladstone with all existing local, state and federal ordinances, regulations and statutes; and

**FURTHER RESOLVED**, Union County hereby extends its support to the Gladstone New Energy LLC., to the extent permitted by applicable law; and

**FURTHER RESOLVED**, this resolution shall continue in full force and effect, unless modified or extended by act of the Union County Commission, until December 31, 2022.

**Resolution 2021-19  
Gladstone New Energy Wind Farm  
November 10, 2020**

**DONE AND RESOLVED** this 10th day of November, 2020.

**BOARD OF COUNTY COMMISSIONERS  
OF UNION COUNTY, NEW MEXICO**

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Justin Bennett, Chairman

ATTEST:

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Mary Lou Harkins, County Clerk

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W. Carr Vincent, Member

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Clayton Kiesling, Member

# Invenergy

Brandy Thompson  
County Manager  
Union County, NM  
PO Box 340  
Clayton, New Mexico, 88415

November 5, 2020

Dear Ms. Thompson,

I appreciated meeting with you in September to discuss the Spinneret wind project that Invenergy is developing in Union County and the application processes for both Anemometer and Meteorological (MET) Towers Permit and WECS Project Siting Approval. At this time Invenergy is in early project development for Spinneret and is interested in installing MET towers within the project area to begin collecting wind resource data.

As mentioned in the Union County Wind Ordinance, Invenergy's attached application for placement of two (2) MET towers consists of:

- ✓ General area proposed for tower locations
- ✓ Tower description and specifications, including height information
- ✓ Documentation of landowner approval

Should you or the commissioners request any further information prior to coming to a decision on the permit approval, I would be happy to supply additional documentation.

Sincerely,



Meghan Whitley

**Meghan Whitley** | Senior Analyst, Renewable Development  
**Invenergy** | 1401 17th Street, Suite 1100, Denver, CO 80202  
[mwhitley@invenergyllc.com](mailto:mwhitley@invenergyllc.com) | D 303-557-4508 | C 706-847-9702 | @InvenergyLLC

**UNION COUNTY, NEW MEXICO  
ORDINANCE NO. 2020-42**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT (THE "LOAN AGREEMENT") AND INTERCEPT AGREEMENT BY AND BETWEEN UNION COUNTY, NEW MEXICO (THE "COUNTY") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE COUNTY TO PAY A PRINCIPAL AMOUNT NOT TO EXCEED \$1,260,769, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF FINANCING THE COSTS OF RENOVATING A BUILDING FOR COUNTY OFFICES AND TO FUND A LOAN AGREEMENT RESERVE ACCOUNT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL OF, AND INTEREST ON, THE LOAN AGREEMENT SOLELY FROM THE REVENUES OF A ONE-EIGHTH OF ONE PERCENT (0.125%) INCREMENT OF COUNTY GROSS RECEIPTS TAX; PROVIDING FOR THE COUNTY'S DISTRIBUTIONS OF THE ONE-EIGHTH OF ONE PERCENT (0.125%) INCREMENT OF GROSS RECEIPTS TAX REVENUES FROM THE TAXATION AND REVENUE DEPARTMENT TO BE REDIRECTED TO THE FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT TO AN INTERCEPT AGREEMENT UPON CERTAIN EVENTS OF DEFAULT FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing county under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the Project take place by executing and delivering the Loan Agreement and Intercept Agreement; and

WHEREAS, the Governmental Unit is authorized to impose by ordinance pursuant to Section 7-20E-9, NMSA 1978, as amended, taxes on the gross receipts of any person engaging in business within the Governmental Unit; and

WHEREAS, pursuant to Section 7-20E-9, NMSA 1978, as amended, the Governmental Unit has by the Gross Receipts Tax Ordinance imposed an increment of one-eighth of one percent (.125%) of County Gross Receipts Tax on the gross receipts of all persons engaging in business within the Governmental Unit, the revenues of which provide for the Pledged Revenues; and

WHEREAS, the Governing Body has determined pursuant to the Act that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the full faith and credit of the Governmental Unit or the State; and

WHEREAS, the Loan Agreement shall be executed and delivered pursuant to Sections 4-62-1 through 4-62-10, NMSA 1978, as amended, and with an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues; and

WHEREAS, other than the Pledged Revenues, no tax revenues collected by the Governmental Unit shall be pledged to the Loan Agreement; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues be redirected to the Finance Authority or its assigns pursuant to an Intercept Agreement between the Governmental Unit and the Finance Authority (the "Intercept Agreement") for the payment of amounts due under the Loan Agreement; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the County Clerk, this Ordinance and the forms of the Loan Agreement and Intercept Agreement, which are incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Code; and

WHEREAS, the Governing Body intends by this Ordinance to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein; and

WHEREAS, all required authorizations, consents and approvals in connection with: (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of amounts due under the Loan Agreement; (ii) the use of the proceeds of the Loan Agreement to finance the Project; and (iii) the authorization, execution and delivery of the Loan Agreement and Intercept Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS, THE GOVERNING BODY OF UNION COUNTY, NEW MEXICO:

Section 1. Definitions. As used in this Ordinance, the following capitalized terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Act” means the general laws of the State, including Sections 4-62-1 through 4-62-10, NMSA 1978, as amended, Section 7-20E-9, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including this Ordinance.

“Aggregate Annual Debt Service Requirement” means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means the Chairman or Vice-Chairman of the Governing Body, the Treasurer, the County Manager and the County Clerk.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority and specifically related to the Loan Agreement and the Loan Agreement Payments.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“Completion Date” means the date of final payment of the cost of the Project.

“Distributing State Agency” means the department or agency of the State, as described in the Term Sheet, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

“Expenses” means the costs of execution of the Loan Agreement and costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority in administering the Loan Agreement, including legal fees.

“Finance Authority” means the New Mexico Finance Authority.

“Finance Authority Debt Service Account” means the debt service account established within the Debt Service Fund, as defined in the Indenture, in the name of the Governmental Unit and held by the Finance Authority to pay principal and interest, if any, on the Loan Agreement as the same become due.

“Fiscal Year” means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Governing Body” means the Board of County Commissioners of the Governmental Unit, or any future successor governing body of the Governmental Unit.

“Governmental Unit” means Union County, New Mexico.

“Gross Receipts Tax Ordinance” means Ordinance No. 7A passed and approved by the Governmental Unit pursuant to the Act on February 10, 1988, with an effective date of July 1, 1988, as amended by Ordinance No. 2020-7A passed and approved by the Governmental Unit on September 10, 2020, with an effective date of January 1, 2021, which originally imposed the first one-eighth of one percent (.125%) increment of County Gross Receipts Tax on the gross receipts of persons engaging in business within the Governmental Unit and which ordinance remains effective. Pursuant to Laws 2019, Chapter 274, § 16, the County Gross Receipt Tax imposed by Ordinance No. 7A are no longer identifiable as the first increment, and instead comprise one-eighth of one percent (.125%) of the maximum rate of county gross receipts tax that may be imposed under NMSA 1978, § 7-20E-9 of one and seventy-five hundredths percent (1.75%).

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Intercept Agreement” means the Intercept Agreement dated the Closing Date between the Governmental Unit and the Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of Pledged Revenues in amounts sufficient to pay principal and interest due on the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

“Loan Agreement” means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority and/or the Trustee.

“Loan Agreement Principal Amount” means the original principal amount of the Loan as shown on the Term Sheet.

“Loan Agreement Reserve Account” means the loan agreement reserve account established in the name of the Governmental Unit funded from the proceeds of the Loan Agreement and administered by the Trustee pursuant to the Indenture.

“Loan Agreement Reserve Requirement” means, with respect to the Loan, the amount shown as the Loan Agreement Reserve Account deposit on the Term Sheet, which amount does not exceed the least of: (i) ten percent (10%) of the Loan Agreement Principal Amount; (ii) one hundred twenty-five percent (125%) of the average annual principal and interest requirements under the Loan Agreement; or (iii) the maximum annual principal and interest requirements under the Loan Agreement.

“NMSA” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

“Ordinance” means this Ordinance No. 2020-42 adopted by the Governing Body on November 10, 2020, approving the Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet.

“Parity Obligations” means the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with the Loan Agreement, including any such obligations shown on the Term Sheet.

“Pledged Revenues” means the one-eighth of one percent (.125%) increment of County Gross Receipts Tax enacted pursuant to Section 7-20E-9, NMSA 1978, as amended, and the Gross Receipts Tax Ordinance distributed to the Governmental Unit, which is utilizing the Project and benefiting from the Loan Agreement, which distribution is made monthly by the Distributing State Agency.

“Program Account” means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for deposit of the net proceeds of the Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

“Project” means the financing the costs of renovating a building for County offices, as described on the Term Sheet.

“State” means the State of New Mexico.

“Term Sheet” means the term sheet attached to the Loan Agreement as Exhibit “A”.

“Trustee” means BOKF, NA, Albuquerque, New Mexico, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

Section 2. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the financing of the Project and the execution and delivery of the Loan Agreement and Intercept Agreement, be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Loan Agreement and the Intercept Agreement. The financing of the Project and the method of financing the Project through execution



and delivery of the Loan Agreement and Intercept Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Governmental Unit and its residents and the issuance and delivery of the Loan Agreement is necessary and advisable.

B. Moneys available and on hand to finance the Project from all sources other than the Loan are not sufficient to defray the cost of financing the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will finance the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described on the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from the Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.

H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

I. Pursuant to Section 7-20E-9, NMSA 1978, as amended, the Governmental Unit has adopted the Gross Receipts Tax Ordinance, which imposes an increment of one-eighth of one percent (.125%) on the gross receipts of persons engaging in business within the Governmental Unit.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a two-thirds of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and financing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$1,260,769 and the execution and delivery of the Loan Agreement and Intercept

Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan: (i) to finance the Project; (ii) to fund the Loan Agreement Reserve Account; and (iii) to make a deposit to the Finance Authority Debt Service Account. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an original aggregate principal amount of \$1,260,769, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on May 1 and November 1 of each year, beginning on May 1, 2021, at the rates designated in Exhibit "B" to the Loan Agreement.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and Intercept Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and Intercept Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the County Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Ordinance and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Ordinance or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefore to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds: Completion of Acquisition of the Project.

A. Program Account, Finance Authority Debt Service Account and Loan Agreement Reserve Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held and maintained by the Finance Authority and to the Program Account and the Loan Agreement Reserve Account to be held and maintained by the

Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves the deposit of a portion of the proceeds of the Loan Agreement: (i) in the Program Account and the Finance Authority Debt Service Account; and (ii) in the amount of the Loan Agreement Reserve Requirement in the Loan Agreement Reserve Account, as set forth on the Term Sheet.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Finance Authority Debt Service Account, the Loan Agreement Reserve Account and the Program Account, all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of financing the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will finance the Project with all due diligence.

B. Completion of Financing of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that acquisition of and payment for the Project have been completed. As soon as practicable, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the Loan Agreement and the Indenture.

C. Finance Authority and Trustee Not Responsible for Application of Loan Proceeds. The Finance Authority and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pursuant to the Intercept Agreement, the Pledged Revenues shall be paid directly by the Distributing State Agency to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay principal, interest, premium, if any, and other amounts due under the Loan Agreement, including sufficient Pledged Revenues in the Loan Agreement Reserve Account to maintain the Loan Agreement Reserve Requirement.

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amounts in the Finance Authority Debt Service Account and Loan Agreement Reserve Account total a sum at least equal to the entire aggregate amount to become due as to principal and interest on, and any other amounts due under the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided in Section 9(C) of this Ordinance.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section, any moneys remaining in the Finance Authority Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of bonds or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest and any other amounts due under the Loan Agreement subject to the uses hereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance, the Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance, the Loan Agreement and the Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and publication of the summary of this Ordinance set out in Section 17 of this Ordinance (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Ordinance. Prior to the date of the initial delivery of the Loan Agreement to the Finance Authority, the provisions of this Ordinance may be supplemented or amended by resolution or ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. This Ordinance may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Ordinance Irrepealable. After the Loan Agreement and the Intercept Agreement have been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Chairman of the Governing Body and County Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Ordinance shall be in full force and effect thereafter, in accordance with law.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

Union County, New Mexico  
Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 2020-42, duly adopted and approved by the Board of County Commissioners of Union County, New Mexico on November 10, 2020. Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of the County Clerk, 100 Court Street, Clayton, New Mexico.

The title of the Ordinance is:

UNION COUNTY, NEW MEXICO  
ORDINANCE NO. 2020-42

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT (THE "LOAN AGREEMENT") AND INTERCEPT AGREEMENT BY AND BETWEEN UNION COUNTY, NEW MEXICO (THE "COUNTY") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE COUNTY TO PAY A PRINCIPAL AMOUNT NOT TO EXCEED \$1,260,769, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF FINANCING THE COSTS OF RENOVATING A BUILDING FOR COUNTY OFFICES AND TO FUND A LOAN AGREEMENT RESERVE ACCOUNT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL OF, AND INTEREST ON, THE LOAN AGREEMENT SOLELY FROM THE REVENUES OF A ONE-EIGHTH OF ONE PERCENT (0.125%) INCREMENT OF COUNTY GROSS RECEIPTS TAX; PROVIDING FOR THE COUNTY'S DISTRIBUTIONS OF THE ONE-EIGHTH OF ONE PERCENT (0.125%) INCREMENT OF GROSS RECEIPTS TAX REVENUES FROM THE TAXATION AND REVENUE DEPARTMENT TO BE REDIRECTED TO THE FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT TO AN INTERCEPT AGREEMENT UPON CERTAIN EVENTS OF DEFAULT FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

A summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Form of Summary for Publication)

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PASSED, APPROVED AND ADOPTED THIS 10th day of November, 2020.

UNION COUNTY  
BOARD OF COMMISSIONERS:

(SEAL)

By \_\_\_\_\_  
Justin Bennett, Chairman  
Board of County Commissioners

By \_\_\_\_\_  
Mary Lou Harkins, County Clerk



# Union County

**Justin Bennett**  
Chair  
**W. Carr Vincent**  
Member  
**Clayton Kiesling**  
Member

PO Box 430  
Clayton, NM 88415  
(575)374-8896  
(575)374-2763 Fax  
[www.unionnm.us](http://www.unionnm.us)

**Brandy Thompson**  
County Manager

**Stephen C. Ross**  
County Attorney

## ORDINANCE #2020-21

AN ORDINANCE TO REPEAL AN ORDINANCE WHICH IS THE UNION COUNTY PERSONNEL POLICY MANUAL. ORDINANCE 2011-21 WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON THE 11TH OF MAY 2011, RECORDED IN BOOK 67 PAGE 74.

The Union County Board of Commissioners hereby enact and ordain:

Section 1: The Ordinance Number 2011-21 adopted by the Board of Commissioners of Union County on May 11, 2011 and recorded in Book 67 Page 74 in the County Clerk's office. The Personnel Policy Manual Ordinance addresses all Union County Personnel policies.

Section 2: All ordinances and resolution and clauses of ordinances and resolutions in conflict with this ordinance are hereby repealed.

Section 3: This ordinance shall be in full force and effective 30 days following recording of the adopted ordinance by the County Clerk.

Adopted and enacted on 10th day of November, 2020.

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Justin Bennett, Chair

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W. Carr Vincent, Member

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Mary Lou Harkins, County Clerk

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Clayton Kiesling, Member



Resolution 2021-18

Union County Personnel Policy Manual

ADOPTED BY THE GOVERNING BODY OF UNION COUNTY ON  
THE 10<sup>TH</sup> DAY OF NOVEMBER 2020

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Mary Lou Harkins  
County Clerk

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Justin Bennett, Chair

---

W. Carr Vincent, Member

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Clayton Kiesling, Member

## SECTION 1. GENERAL PROVISIONS

**1.1. PURPOSE.** The purpose of this personnel policy manual is to establish consistent, basic policies and practices concerning relations between Union County and its employees. This personnel policy manual further establishes the formal grievance procedure available to regular employees to hear grievances with respect to demotions, dismissals and suspensions, and provides the method by which a personnel hearing officer is chosen to hear formal grievances. The provisions of this personnel policy manual shall apply to all county employees, except that the provisions governing merit and the grievance of disciplinary actions do not apply to employees appointed by elected officials who serve at the discretion of the elected official.

**1.2. SCOPE.** Definite rules and regulations cannot be readily formulated for every possible problem and situation. This ordinance serves as a general basis and guide for the proper, efficient, and effective administration of personnel matters of the employees of Union County. The personnel rules contained herein replace and supersede all previously issued personnel rules and regulations applicable to employees of Union County, including but not limited to the Union County Personnel Policy Manual effective October 19, 2010, and all amendments and regulations related thereto.

**1.3. AMENDMENT OF POLICY.** There shall be no resolution or other action of the board of county commissioners or other county officials which is inconsistent with this policy, except by amendment of this ordinance as required by law. The board of county commissioners reserves the right to amend this personnel policy manual at its discretion.

**1.4. EMPLOYEE KNOWLEDGE AND INFORMATION OF POLICY.** The department head shall provide a copy of this policy to present employees and to all new employees with instructions to read and know of all provisions of these rules. Employees shall sign for the copy upon receipt.

**1.5. EQUAL EMPLOYMENT OPPORTUNITY POLICY.** Individuals will not be discriminated against on the basis of race, age, religion, color, national origin, ancestry, sex, sexual orientation, physical or mental handicap or medical condition, in consideration for employment, duration of employment, compensation, terms, conditions, or privileges of employment by Union County.

**1.6. ADMINISTRATION BY DEPARTMENT HEAD.** The department head is delegated the authority to administer the personnel system and the terms of this personnel policy manual and its amendments, and all future approved personnel policies and operating procedures.

**1.7. PRONOUNS.** All pronouns used in this personnel policy manual shall include the masculine and feminine, and shall include the singular and plural, and the context of this personnel policy manual shall be read accordingly.

## SECTION 2. DEFINITIONS

**2.1. ADMINISTRATIVE LEAVE WITH PAY.** Leave with pay granted at the department head's discretion for good cause.

**2.2. ANNIVERSARY DATE.** A day twelve (12) months from an employee's date of hire.

**2.3. ANNUAL LEAVE.** Leave with pay granted to a regular or qualified appointed employee after accrual at a specific rate.

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

**2.5. APPLICANT.** A person who has made formal application on official county personnel application form for a position in the county service.

**2.6. APPOINTED EMPLOYEE.** Appointed employees include: the chief deputy employed by the county assessor, clerk, and treasurer; the undersheriff and the executive secretary to the sheriff; the administrative assistant to the County Commission; and the road superintendent.

**2.7. CASUAL EMPLOYEE.** An employee paid by the hour who may be called on short notice and/or on an occasional basis.

**2.8. COMPENSATORY TIME.** Those hours granted in lieu of overtime pay to a nonexempt employee as defined by the Fair Labor Standards Act, on the basis of one and one-half (1 ½) hours compensatory time for each hour of overtime actually worked in excess of forty (40) hours in one work week.

**2.9. COUNTY BUSINESS.** The performance of duties of a county position at an employee's normal work station or at a location authorized by the county.

**2.10. DEMOTION.** A personnel action which reduces the employee's responsibilities and pay. Demotions may be voluntary or may be the result of disciplinary actions.

**2.11. DEPARTMENT HEAD.** The elected official or appointee of the County Commission has responsibility for supervising and administering a department of County government as determined and designated by the County Commission.

**2.12. DISMISSAL.** An action which terminates an individual's employment with the county.

**2.13. DUE PROCESS.** The right granted to a full-time or part-time regular employee who has completed the probationary period to pre-and post-disciplinary hearings, for actions of suspension, demotion, or dismissal.

**2.14. ELECTED OFFICIAL.** An individual elected by popular vote or appointed to fill vacancies in elective office (i.e., County Commissioner, county clerk, county treasurer, county sheriff, county assessor, and probate judge.)

**2.15. EXEMPT EMPLOYEES.** All executive, administrative, and professional employees as defined in Department of Labor regulations relating to the Fair Labor Standards Act, and whose compensation is based on a fixed annual salary.

**2.16. FULL-TIME.** All employees who work forty (40) hours per week are considered full-time employees.

**2.17. GRIEVANCE.** A complaint of an employee concerning actions taken by management which result in loss of pay to the employee or which results from dissatisfaction with the working conditions or relationships.

**2.18. INSUBORDINATION.** The conduct of an employee constituting defiance, disobedience, dissention, rebelliousness, or resistance to supervision, which will be the subject of disciplinary action.

**2.19. LAYOFF (Reduction in Force).** The involuntary separation of an employee from the county service without fault on the part of the employee, due to reorganization, lack of work, or lack of funds.

**2.20. MEDICAL DISABILITY TERMINATION.** The termination of an employee from county employment when the employee is unable to perform the essential functions of the position due to a physical or mental condition.

**2.21. NONEXEMPT EMPLOYEES.** All employees who are not exempt employees as defined in Department of Labor regulations relating to the Fair Labors Standards Act. Nonexempt employees shall receive overtime pay or compensatory time off for actual hours worked in excess of forty (40) hours per work week.

**2.22. PART-TIME EMPLOYEE.** A position in which the employee works twenty (20) or more hours, but less than forty (40) hours per week.

**2.23. PERFORMANCE EVALUATION.** The written objective review made by the employee's supervisor of an employee's performance relating to the employee's assigned duties.

**2.24. POSTDISCIPLINARY HEARING.** A formal hearing conducted by a hearing officer at the request of a regular employee who is grieving a suspension or demotion, or a former ,employee who is grieving a dismissal, held after the county has imposed the disciplinary action as set forth in this personnel policy manual.'

**2.25. PREDISCIPLINARY HEARING.** A hearing conducted by the department head for the benefit of regular employees before the imposition of the disciplinary actions of suspension, demotion, or dismissal.

**2.26. PROBATIONARY EMPLOYEE.** A full-time or part-time employee hired to fill a regular position who has not yet completed the one (1) year probationary period of employment during which time the employee is terminable-at-will.

**2.27. PROMOTION.** Transfer to a position requiring higher responsibilities and salary.

**2.28. REGULAR EMPLOYEE.** A full-or part-time employee who has completed the probationary period, who shall be disciplined only for cause, and who is entitled to all the rights and benefits of the Union County Personnel Policy Manual. A regular employee must be specifically designated as such on a personnel action form which will be made part of the employee's personnel file.

**2.29. SICK LEAVE.** Leave with pay granted to a regular or qualified appointed employee, after accrual at a specific rate, when personal illness or quarantine keeps the employee from performing the duties of the position or when an employee's spouse, parent, or child, who is related by marriage or blood, or where a relationship is established by judicial decree, is ill.

**2.30. SICK LEAVE ABUSE.** Use of accrued sick leave for nonmedical problems or repeated absences on Fridays or Mondays. Employees abusing sick leave may be disciplined up to and including dismissal.

**2.31. SUSPENSION.** An enforced leave absence without pay, not to exceed 10 working days, for disciplinary reasons.

**2.32. TEMPORARY POSITION.** An employee is hired on either a full-time or part-time basis to a seasonal position or to a position established a period of no more than six (6) months.

**2.33. TERMINABLE-AT-WILL.** A terminable-at-will employee is one who fills an appointed or casual position, or is one who has not completed his probationary period. A terminable-at-will employee serves at the discretion the county, and his employment, can be terminated with or without cause. A terminable-at-will employee cannot grieve suspension, demotion, dismissal, or other disciplinary actions.

**2.34. TRANSFER.** The transfer of an employee from one department or office to another department or office in the county service, or to a position in another geographic location or to a position having the same salary.

### **SECTION 3. EMPLOYMENT STATUS**

**3.1. FULL-TIME REGULAR EMPLOYEE.** A full-time regular employee is one who has completed the probationary period and who normally is scheduled to work the number of hours set forth in §2.16. A full-time regular employee is eligible for all rights and benefits provided by the County.

**3.2. PART-TIME REGULAR EMPLOYEE.** A part-time regular employee is an employee who has completed the probationary period, who works the number of hours set forth in §2.21. Part-time regular employees are eligible for the same insurance benefits as full-time employees and to leave provided by the County at the rate of 50% of that provided to full-time regular

**3.3. OTHER CLASSES OF EMPLOYEES.**

**A. Appointees of Elected Officials**

The appointees of elected officials are as follows: the administrative assistant to the county commission, the road superintendent, the undersheriff and executive secretary to the sheriff, and the chief deputies to the county assessor, clerk, and treasurer. Appointees of elected officials shall receive a salary set by the county commission. Appointed employees are terminable-at-will and cannot avail themselves of the grievance procedure set forth herein, but are entitled to all other benefits provided by the county in accordance with this personnel policy manual.

**B. Probationary Employee**

The purpose of the probationary period is to evaluate the employee's ability, potential, and performance. A full-time or part-time probationary employee one who is hired to fill a regular position who has not yet completed the one (1) year probationary period of employment during which time he is terminable-at-will, and may not avail himself of grievance procedure set forth herein, but is entitled to all other county benefits provided herein.

- i. To determine whether an employee has satisfactorily completed the probationary period, the employee's department head will evaluate the employee's performance and the employee's ability to work with the public, peers, supervisors, and management. A probationary employee will be evaluated at the end of the probationary period, and may be evaluated at any other time during the probationary period.
- ii. During the one-year probationary period, an employee hired to fill a law enforcement position shall obtain the statutorily-required for the position. Failure to obtain such certification within the one (1) year period bars the employee from becoming a regular employee and shall result in the employee's dismissal.
- iii. If an employee does not satisfactorily complete the probationary period, the employee will be dismissed. Proposed dismissal of a probationary employee must be discussed with the county attorney and administrative assistant.

- iv. An employee who fills a temporary position and is subsequently hired to fill a regular position shall serve the required probationary period. The beginning date of the probationary period is the date the employee changes from temporary to probationary status.
- v. A former Union County employee rehired more than six (6) months after termination, or rehired at any time to fill a different position, shall serve the required probationary period.
- vi. If the employee is hired to a full-time or part-time regular position, the first day of work in that position shall be used in computing the beginning, of the probationary period.

**C. Temporary Employee**

A temporary employee is hired on either a full-time or part-time basis to a seasonal position or to a position established for a period of no more than nine (9) months. A temporary employee is terminable-at-will, is not entitled to grieve personnel actions, does not receive county benefits; and does not accrue leave. In the event that a temporary employee should remain employed for a period in excess of nine (9) months, he or she shall not become a regular employee as defined herein without the express approval of the County Commission as provided in §4.5.

**D. Employee**

A casual employee is an employee paid by the hour may be called on short notice, on an emergency basis or on an occasional or irregular basis. A casual employee is terminable-at-will, is not entitled to grieve personnel actions, does not receive benefits, and does not accrue leave.

## **SECTION 4. RECRUITMENT AND SELECTION**

**4.1. RECRUITMENT POSTING PROCEDURE.** The vacancy will be posted in the County Courthouse for five (5) days and advertised in the local newspaper at least once.

**4.2. EXCEPTIONS TO POSTING.** Posting is waived; with the approval of the department head, when an applicant is authorized to perform the duties of a position a casual or temporary basis.

**4.3. PERMISSION FOR TRANSFER.** No county employee or department head can deny another county employee who has completed the probationary period and who is not the subject of disciplinary action, permission to apply for a job vacancy in any other county office or department for which the employee is qualified.

### **4.4. APPLICANT RESPONSIBILITY.**

#### **A. Submission of Applications**

Applications for employment shall be accepted by the department head during normal business hours. Applicants shall be considered for positions for which they have applied and are qualified. Applications must be submitted on the employment application form provided by the County.

#### **B. Proof of Qualification**

The applicant is responsible for furnishing proof of qualifications or possession of any license, certificate, or degree when these requirements are necessary and set forth in the job description.

#### **C. Immigration Act Compliance**

The applicant is responsible for furnishing proof identification right to work in accordance with the Immigration Reform and Control Act of 1986.

#### **D. Certification**

The applicant is responsible for signing the employment application and certifying as to the truth of all statements made in the application.

#### **E. Interviews**

The department head will schedule interviews for the Applicants who have met the qualifications.

**4.5. SELECTION.** Selection shall be made by the department head and will be based on the following: skills, educational background, experience, personal interview, references, and results of preemployment examinations when required.

#### **A. Employment Reference Checks**



References provided by the applicant shall be checked. Applicants will be asked by the County to sign a written authorization for the County to call and check references. Only those applicants who sign this written authorization will be considered for the position for which they have applied.

B. Physical Examinations and Drug Testing

Applicants to whom positions have been offered shall be required to undergo medical examinations which may include urinalysis, blood testing, and radiographic examinations. Drug testing will be done for all new hires. Preemployment medical examinations must be completed and reviewed before actual employment begins. Offers of employment are contingent upon the physician's statement that the individual can perform the assigned duties and tasks of that position and is drug free, where drug testing has been conducted. Preemployment medical examinations will be paid for by the County.

C. Background Checks

Applicants to whom positions have been offered shall also be required to submit to a background check. Offers of employment are contingent upon the background check. Pre-employment background checks will be paid by the County.

**4.6. INELIGIBILITY FOR HIRE AND REHIRE.** An applicant shall be considered ineligible for hire or rehire by Union County if the applicant has:

1. made any false statement or omission on the employment application;
2. not met the requirements of the position;
3. failed to complete preemployment examinations or other requirements as directed by the County;
4. not met the criteria for insurance or bonding as required by county or state law;
5. been dismissed from county as a disciplinary measure;
6. not been certified by a physician that the applicant can perform the physical requirements of the position; and
7. been convicted of a felony or a misdemeanor as described in NMSA 1978, §28-2-1, *et seq.* (1996 Repl. Pamp.) or convicted of a felony or infamous crime as defined in NMSA 1978, §10-1-3 (1995 Repl. Pamp.).

The above list is not necessarily exhaustive, and may not include all the reasons which would make an applicant ineligible for hire or rehire.

## **SECTION 5. CHANGES IN EMPLOYMENT STATUS**

**5.1. PROMOTION.** County employees are encouraged to take advantage of promotional opportunities and apply for higher paying positions for which they qualify.

**5.2. DEMOTION.** An employee may be demoted to a vacant position for which the employee is qualified when the employee would otherwise be terminated because the employee's position is being abolished due to a lack of funds or lack of work; and there are no appropriate vacancies at the same level; when the employee does not possess the necessary ability to render satisfactory performance in the position presently held; or when the employee voluntarily requests such a demotion. Demoted employees will receive a reduction in pay. Only a regular employee demoted due to an inability to render satisfactory performance in the position presently held is entitled to grievance proceedings.

**5.3. TRANSFER.** Employees may be moved from one position to another at the same rate of pay either voluntarily or involuntarily. An employee may be transferred if it is in the best interest of the County.

**5.4. RESIGNATION.** An employee voluntarily resigning shall submit, in writing, a two-week notice of resignation. Failure to provide written two-week notice of resignation may be grounds for refusal of future employment with the County. Unauthorized absence from work for a period of three (3) consecutive, regularly-scheduled working days may be considered a voluntary resignation.

**5.5. REDUCTION-IN-FORCE.** If it is necessary for the County to reduce the number of County employees because of lack of funds or lack of work, the department head shall make the determination of the necessity for layoffs. The reduction will occur in the following manner:

- A. Casual, temporary, and probationary employees will be laid off before full-or part-time regular employees unless they are filling positions which require specific skills and knowledge;
- B. Layoff of regular employees shall be determined by department head, based upon the employee's suitability for the jobs remaining, ability to perform available work, past job performance, and length of service with the County;
- C. Employees to be laid off shall be notified at any time during a pay period and shall be allowed to work through the end of that regular pay period or receive pay to the end of that period;
- D. Accrued annual leave shall be paid on the final day of employment;
- E. An employee on layoff must reapply to be considered for future employment; and
- F. A laid-off employee returning to County employment within six (6) months off will not serve a probationary period if hired to the same position.

**5.6. DISMISSAL.** The department heads shall have the authority to recommend the dismissal of regular employees for just cause, which includes but is not limited to, "unsatisfactory performance, illegal activity, unacceptable conduct, or insubordination on the job, or any other reason referenced in Section VII of this

manual. Employees other than regular employees serve at the discretion of the elected official under whom they are employed and may be dismissed with or without cause, all dismissals must be discussed with the department heads and the County attorney before any action is taken.

## **SECTION 6. CONDITIONS OF EMPLOYMENT**

### **6.1. PERFORMANCE EVALUATION**

#### **A. Probationary Period Evaluations**

The department head shall discuss performance with the employee during the probationary period. The employee must receive a performance evaluation of satisfactory or better at the end the probationary period before the employee can become a regular employee entitled to all of the rights and benefits of that status. See Also, §3.3(B).

#### **B. Other Evaluations**

Other employees may be evaluated upon the following conditions:

- i. A change of status;
- ii. Recommendation of any type of salary increase;
- iii. Demotion or suspension; and
- iv. Any other time that a department head or immediate supervisor wishes to make the particularly good or bad performance of an employee a matter of record.

#### **C. Contents of Evaluation**

A performance evaluation shall contain an overall appraisal of the employee's performance such as satisfactory, outstanding, or unsatisfactory. The performance evaluation shall state areas of responsibilities and standards of performance.

#### **D. Employee Rebuttal**

The employee may submit a rebuttal statement to the performance evaluation which will be attached to and become a part of the performance evaluation. The rebuttal shall be submitted within ten (10) days of the evaluation.

#### **E. Unsatisfactory Evaluation**

In the event a regular employee receives an overall evaluation of unsatisfactory, the employee shall be provided with written information in the evaluation as to specific areas of deficient performance and steps for improvement, and also shall be warned that failure to meet reasonable performance standards of the position within a set time period (not to exceed ninety (90) days) shall result in dismissal. An employee who receives an overall evaluation of unsatisfactory shall be reevaluated within ninety (90) days, and, if performance remains unsatisfactory, shall be dismissed pursuant to the procedures in these rules.

**6.2. PROHIBITED POLITICAL ACTIVITIES.** All employees are prohibited from:

- A. Using official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office, or for any other political purpose;
- B. Directly or indirectly coercing, attempting to coerce, commanding or advising a state or County officer or employee to pay, lend, or contribute anything of value to a party, committee, or organization, agency, or person for a political purpose;
- C. Threatening to deny promotions to any employee who does not vote for certain candidates, requiring employees to contribute part of their pay to a political fund, influencing subordinate employees to buy tickets to political fundraising events and similar events, advising employees to take part in political activity and matters of a similar nature; and
- D. Engaging in political activity while on duty or campaigning on County property.

**6.3. NEPOTISM.**

A. Definition of Nepotism

Nepotism, for purposes of this personnel policy manual, is defined as the practice of giving preferential treatment in areas of employment including; but not limited to selection, benefits, pay, promotion, and discipline to an employee's near relatives. For purposes of this nepotism policy, near relatives are defined as the employee's spouse, children, parents, siblings, grandparents, grandchildren, aunts, uncles, first cousins, and all like-relations of the employee's spouse, and any former spouse(s), or unrelated persons sharing a spousal relationship. This definition is to cover any person related to the employee by birth, adoption, or marriage.

B. Prohibited Practices

The practice or appearance of nepotism is prohibited. Near relatives shall not work in the same department when there is a supervisory relationship between them. Any problems arising from such a situation should be referred to the department head for review. Near relatives cannot fill or be promoted into a position which requires supervision a near relative. No elected official or County employee shall give employment as clerk, deputy, or assistant or other class of departmental employee to any near relative when that person's compensation is six hundred (\$600) dollars or more per year. NMSA 1978, §10-1-10 (1987 Repl. Pam.).

**6.4. CONFLICTS.**

A. Conflict Ban

No employee shall engage in any business or transaction or accept private employment or other public employment which is incompatible with the proper discharge of the employee's responsibilities, or which gives the appearance of impropriety

B. Termination of Outside Employment

Upon the request of the department head, no employee shall continue in supplementary/outside employment if such employment has a negative impact on the employee's job performance, or creates liability for the County.

**6.5. DISCRIMINATION AND SEXUAL HARASSMENT POLICY.**

A. Prohibition of Discrimination and Harassment

Union County disapproves of, and will not tolerate, discrimination or sexual harassment of its employees or by its employees. Any employee who engages in discrimination or sexual harassment will be subject to discipline, and appropriate corrective action will be taken to prevent its reoccurrence. Any incidents of discrimination or sexual harassment by anyone, including nonemployees, should immediately be brought to the attention of County Manager or County attorney for appropriate action.

B. Sexual Harassment

The Equal Employment Opportunity Commission has adopted guidelines which state that unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute "sexual harassment" when:

- (i) submission to the conduct is an explicit or implicit term or condition of an individual's employment;
- (ii) the submission to or rejection of the conduct by an individual is the basis for any employment decision affecting that individual; or
- (iii) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. A hostile work environment may be one where crude or vulgar language is used, jokes of a sexual nature are told, comments are made that demean an individual based on gender, unwelcome nicknames, such as honey or sweetie, are used, or photographs, calendars, magazines, books, etc. of nude or partially nude individuals are disseminated.

C. Discrimination and Sexual Harassment Complaint Procedures

Any employee who feels that he or she has been the subject of discrimination or sexual harassment by anyone, including nonemployees, should follow this procedure in bringing the matter to the County's attention:

- (i) The employee should promptly bring the matter to the attention of the department head or the County attorney. This report may be oral or written.

- (ii) The department head or County attorney will advise the person who allegedly engaged in the sexual harassment of the charge, and administrative assistant, the County attorney, or his designee, will conduct an investigation of the allegation. The complaint will be kept as confidential as possible.
- (iii) After the investigation, the department head or the County attorney will determine whether sexual harassment has occurred. The people involved will be notified of the decision.
- (iv) If a determination is made that sexual harassment has occurred, appropriate disciplinary action, which may discharge, will be taken. The severity of the discipline will be determined by the degree and/or frequency of the offense.
- (v) Employees who bring a complaint of sexual harassment to the attention of the department head or County attorney or who assist another will not be retaliated against.
- vi. Nothing in these procedures shall prohibit the employee from filing a complaint directly with the Federal Equal Employment Opportunity office or the New Mexico Human Rights Division. This avenue should be used when the employee feels that the employee cannot obtain appropriate relief within the steps as explained above. However, employees are encouraged to seek consultation with the department head or County attorney before filing a formal sexual harassment complaint.

**6.6. DRUG TESTING POLICY.** Union County is committed to the goal of a drug-free workplace in compliance with the Drug-Free Work Place Act of 1988.

**A. Illegal Use of Drugs or Alcohol**

The use of controlled substances, drugs, prescribed and nonprescribed, or alcohol is a concern to Union County when it interferes with job performance, conduct, attendance, safety, or when it is violation of the law. The unlawful manufacture, distribution, possession, or use of a controlled substance or alcohol by an employee while on County premises or while on County business is prohibited. Conducting County business, which includes driving vehicles or operating County equipment, while under the influence of alcohol or other drugs is also prohibited; Engaging in any of these prohibited activities will result in disciplinary action up to and including termination from employment.

**B. Preemployment Drug Testing**

Once an individual has been selected to fill a vacant position, including casual and temporary positions, the employee, shall be tested for alcohol or drugs when he or she reports for his/her medical examination. A confirmed positive test result shall be grounds for revoking the job offer.

**C. Reasonable Suspicion Testing**

Any Union County employee shall be tested for alcohol and drugs if the department head or County attorney has reasonable grounds to suspect that the employee is engaging in the use of drugs or alcohol on the job or is

reporting to work under the influence of drugs or alcohol. Reasonable suspicion includes, but is not limited to the following:

- i. Job accidents requiring medical treatment causing damage to property, including County property, where the employee is a contributing factor to the accident.
- ii. Evidence of alcohol or drugs or drug paraphernalia discovered at the employee's workplace;  
or
- iii. Any employee showing signs of erratic behavior, changes in mood, altered appearance or speech patterns, dilated or constricted pupils, glazed stare, poor concentration, difficulty walking, needle marks, smell of alcohol on breath and person, an increase in absenteeism, tardiness, and deterioration of work performance.

**6.7. REFUSAL TO SUBMIT TO DRUG TESTING.** Refusal by the employee to submit to drug testing based on reasonable suspicion shall be grounds for disciplinary action, up to and including dismissal.

**6.8. RANDOM DRUG TESTING.** All employees who fill positions requiring a commercial driver's license (CDL) are subject to the federal Department of Transportation (DOT) regulations and will be randomly tested for alcohol and controlled substances. Twenty-five percent of these employees will be randomly tested for alcohol each year and 50% for controlled substances each year. For more information on the DOT regulations contact the County administrator. Any employee who is subject to DOT regulations and who refuses to be randomly tested will be dismissed.

**6.9. POSITIVE RESULTS OF ALCOHOL AND DRUG TESTING.** The guidelines established by the Department of Health and Human Services will be used to determine whether an employee tests positive. If an employee tests positive for drugs or alcohol, the employee will be suspended from employment without pay. An employee who is not in a safety sensitive position can avoid dismissal by successfully completing an approved drug rehabilitation program. The employee shall be responsible for paying the cost of the rehabilitation program unless the employee has insurance coverage for such treatment. Contact the department head for a list of available resources which evaluate and resolve problems related to drug and alcohol abuse. Upon the employee's return to work after completion of the drug rehabilitation program, the employee shall be required to test for drugs at the direction of the department head for a period of two (2) years. If the employee tests positive during this testing period, the employee shall be subject to dismissal. If the employee successfully completes this two (2) year testing period, all records of the previous tests and related case documentation shall be destroyed after, three (3) years from the initial positive test. Employees who hold safety sensitive positions (or who have to hold a commercial driver's license) and who test positive for drugs or alcohol will be dismissed.

**6.10. RETESTING.** An employee who tests positive on a drug test may elect to have, at the employee's expense, a retest of the original sample at a drug testing laboratory of the employee's choosing, provided the request is made in writing within twenty-four (24) hours of the employee receiving notice of a positive test result. The County shall pay for the retest if the retest is negative.



**6.11. CONFIDENTIALITY.** No laboratory reports or test results shall be placed in the employee's personnel file unless they are a part of a disciplinary action, but shall be placed in a special locked file.

**6.12. TOBACCO USE.** The use of tobacco products in all Union County buildings is prohibited at all times. This includes cigarettes, cigars, pipes, smokeless tobacco, or any and all other tobacco products. In addition, the use of tobacco products shall be permitted outside of the Union County buildings, assuming all tobacco use is done twenty-five (25) feet away from the building and disposal of all smokeless tobacco products and any resulting residue is disposed of in a closed container.

**6.13. COMPUTER AND TELEPHONE USE.** County computers are to be used for work purposes only. In addition, any cell phones that are paid for by the County shall similarly be used for work purposes only.

## SECTION 7. EMPLOYEE DISCIPLINE

### 7.1. BASIS FOR EMPLOYEE DISCIPLINE.

#### A. Just Cause Discipline

Disciplinary actions for regular employees are based on just cause in order to promote the efficiency of the services rendered by the county and the operation of its respective departments and offices. Disciplinary actions will be consistent with governing laws and regulations and will be taken without regard to race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or medical condition. No employee will be disciplined for refusing to perform an unlawful act.

#### B. Definition of Just Cause

Just cause is defined as any conduct, action or inaction arising from, or directly connected with, the employee's work which is inconsistent with the employee's obligation to the county and reflects the employee's disregard of the county's interest. Just cause includes, but is not limited to: inefficiency; incompetency; theft; misconduct; negligence; insubordination; violation of county policy or procedure; unauthorized use of county funds, property, facilities, and materials; repeated tardiness and excessive absences, or other performance which continues to be inadequate after reasonable efforts have been made to correct the performance problems; or for conviction of a felony or misdemeanor involving moral turpitude as described in the Criminal Offender Employment Act, NMSA 1978, §28-2-1 et seq. (1996 Repl. Pamp.); or convicted of a felony or infamous crime described in NMSA 1978, §10-1-3 (1995 Repl. Pamp.)

#### C. Disciplinary Action

Any department head may take disciplinary action against an *employee* under the department head's authority, consistent with departmental policies and this personnel policy manual. Copies of any documented disciplinary action furnished to the administrative assistant's office for placement in the employee's file with the signature of the recipient acknowledging receipt of the action.

#### D. Consultation with Department Head and County Attorney

Dismissal, involuntary demotion, and suspension require consultation with the department head and County attorney before implementation. Whenever such consultation is not practical because of urgent circumstances, necessary action may be taken and the situations reviewed with the department head and County attorney as soon as practical.

**7.2. PROGRESSIVE DISCIPLINE.** A regular employee will be progressively disciplined whenever possible. Progressive discipline will not always be implemented. The step of corrective action used depends on the severity of the infraction and the employee's previous work record. Under certain circumstances, as described below, suspension or termination may be the appropriate first step. Each case of inadequate performance or act of misconduct will be judged individually. Adverse actions involving substandard work performance require progressive discipline.

A. Verbal Reprimand

A verbal reprimand is used for minor infractions such as informing the employee that his actions, behavior or conduct needs to change. Supervisors will keep notations of verbal reprimands, and these will not be placed in the employee's personnel file. A verbal reprimand is not grievable. Causes of verbal reprimands include, but are not limited to:

- i. substandard work performance including failure to complete assignments or failure to complete them timely, inaccurate or unprofessional appearing work product, interrupting other employees and keeping them from completing their work, excessive use of the telephone for personal business, loud and disruptive conduct, conducting personal business while on duty; and
- ii. tardiness or excessive absences.

B. Written Reprimand

- i. An employee shall receive a written reprimand because the deficiency or infraction is of a greater degree than that for which verbal reprimand may be used or if a verbal reminder was not effective. Causes for written reprimands include, but are not limited to:
  - a. the causes listed for verbal reprimands;
  - b. refusal to carry out orders;
  - c. sleeping on the job;
  - d. failure to follow safety rules; and
  - e. failure to follow other county rules and procedures.
- ii. Written reprimands shall be placed in the employee's personnel file by the employee's supervisor after providing the employee with a copy of the statement. The employee will be asked to acknowledge having read the comments by signing the statement. The employee may respond by noting on the reprimand that he does not agree or with a written rebuttal which shall be placed in the employee's personnel file.
- iii. At the employee's request, the written reprimand may be removed from the employee's personnel file twenty-four (24) months after the employee received the reprimand, provided the employee has not received another written reprimand or other disciplinary action during the twenty-four (24) month period.

C. Suspension

An employee may be suspended without pay for a single serious offense or for continued inadequate job performance or misconduct after previous attempt(s) to correct the conduct have failed. Such suspension will

not exceed ten (10) working days. Suspension of a regular employee is subject to the formal grievance procedures. Causes for suspensions include, but are not limited to:

- i. the causes listed for written reprimands;
- ii. continued instances of poor performance; and
- iii. negligent damage to property and/or person(s).

D. Demotion

An employee may be demoted for continued inadequate job performance after previous attempt(s) to correct the conduct have failed. Demotion is not an appropriate disciplinary action for an employee who has a record of excessive absences or tardiness.

E. Dismissal

Dismissal is the final consequence when progressive discipline has failed to change unacceptable behavior or performance. Dismissal is also appropriate when the employee has engaged in other behavior that is of a serious nature which is unacceptable for county employees even though the employee has not been previously disciplined. Causes for dismissal shall include, but are not limited to:

- i. all causes listed for the previous three (3) disciplinary actions if continuing after attempts to correct have failed;
- ii. theft of County property;
- iii. conviction of a job-related or misdemeanor as described in the Criminal Offender Employment Act, NMSA 1978, seq.;
- iv. acts of negligence causing damage to persons or County property;
- v. falsification of information on the employee's job application or other County records;
- vi. unlawful manufacturing, distributing, dispensing, possessing or using controlled substances or alcohol on the job or reporting to work under the influence of an unlawful controlled substance or alcohol;
- vii. intentional abuse or destruction of county equipment;
- viii. refusal to carry out reasonable orders when a threatening condition exists;
- ix. failure to meet standards of substance abuse rehabilitation programs;
- x. bringing unapproved weapons on to County property;
- xi. refusal or failure to comply with County policy;

- xii. disruptive conduct interfering with the county's operation;
- xiii. unauthorized use of county property, facilities, or other County assets for personal use;
- xiv. accepting gratuities; and
- xv. any other conduct deemed not to be in the best interest of the County and its employees.

The above examples are typical of the types of infractions sometimes encountered but are not inclusive of all situations which may arise warranting dismissal without progressive discipline. The County reserves the right exercise judgment and render disciplinary action or dismissal as determined appropriate based on the circumstances of each case.

## **SECTION 8. GRIEVANCE PROCEDURES**

**8.1. INFORMAL GRIEVANCES.** The purpose of informal grievance procedures is to provide employees, in an atmosphere of courtesy and cooperation, an equitable solution to problems or complaints which may affect the employee in the course of their employment with the County. When applicable, the informal grievance procedure allows employees to voice complaints concerning alleged improper actions of supervisor's management. The informal grievance procedure does not apply to suspensions, demotions, and terminations.

**8.2. INFORMAL GRIEVANCE PROCEDURE.** To initiate the informal grievance procedure, an employee must verbally discuss the problem with his supervisor not later than five (5) days after the occurrence of a problem. In the event that the employee is not satisfied with the action proposed to be taken by his supervisor, or for any other reason, the employee must put the complaint in writing and submit it to the administrative assistant within five (5) days of the meeting with the supervisor. In such cases the written informal grievance shall be forwarded to the elected commissioners with any additional explanatory material deemed useful by the department head. Any County commissioner can then determine whether to include the matter in the agenda of an open meeting (although the commission can consider specific personnel matters in closed session in compliance with the Open Meeting Act of New Mexico). Corrective action which results from an informal grievance shall be carried out by the supervisor whether or not the complaint is found meritorious by the board. Supervisors may not take reprisals against employees who take advantage of the informal grievance procedure, but gross abuses of the process can themselves be the subject of disciplinary action.

**8.3. FORMAL GRIEVANCE PROCEDURE.** This formal grievance procedure applies exclusively to the suspension, involuntary demotion, and dismissal of regular employees.

### **A. Written Notification**

The employee's supervisor shall present the employee with written notification of intent to suspend, demote, or dismiss at least five (5) working days in advance of the proposed action. The written notification shall explain the reasons for the proposed action, the employee's right to a predisciplinary hearing, and contain the scheduled time and place of the predisciplinary hearing. The notification shall be hand delivered to the employee, receipt of which shall be acknowledged by the employee. The predisciplinary hearing shall not be set less than five (5) calendar days after the hand delivery of the notice.

### **B. Immediate Suspension**

In cases of dismissal or where County property, other employees, or citizens are at risk because of the employee's actions, the employee's supervisor shall put the employee on administrative leave with pay while the appropriate disciplinary action is contemplated and until the predisciplinary hearing is held and the decision is rendered.

**8.4. PREDISCIPLINARY HEARINGS.** An employee shall pursue a formal grievance according to the rules contained herein.

A. Request For Predisciplinary Hearing

Within three (3) working days of the receipt of the disciplinary notice, the employee is required to notify the department head, in writing, and advise whether or not the employee will participate in the predisciplinary hearing. The time, place, and date of the predisciplinary hearing can be rescheduled upon the written agreement of the parties.

B. Predisciplinary Hearing Procedure

The County Commissioners shall meet with the employee and the employee's department head at a meeting of the County Commission during executive session. The County attorney shall also attend this meeting. At this predisciplinary hearing, the employee shall have the opportunity to respond to the proposed disciplinary action.

C. Predisciplinary Hearing Decision

The County Commission, with the help of the County attorney will issue a decision in writing within five (5) calendar days of the hearing. The written decision shall include the time, date, and location of the meeting; persons present; and the determination. The written decision shall be either delivered directly to the employee (obtaining employee's signature of receipt of the decision) or be sent by certified mail, return receipt requested. The employee has a right to appeal the decision to a personnel hearing officer.

D. Effect Of The Decision

Disciplinary actions will become effective at the time that the predisciplinary decision is issued.

**8.5. POSTDISCIPLINARY HEARINGS/APPEALS TO THE PERSONNEL HEARING OFFICER.**

A. Notice Of Appeal

Within ten (10) calendar days of receipt of written predisciplinary decision, the grievant must give written notice to the County attorney of the grievant's to pursue a postdisciplinary hearing.

B. Postdisciplinary Hearing Scheduled

The postdisciplinary hearing must be held within sixty (60) days of the receipt of notification of intent to pursue a postdisciplinary hearing. The parties must agree in writing to any postponement of the hearing beyond sixty (60) days. At this hearing, the grievant shall have an opportunity to present witnesses and physical evidence and cross examine the County's witnesses before a neutral hearing officer. The grievant and the County may be represented by legal counsel.

C. Appointment Of Hearing Officer

Within five (5) calendar days of the grievant's notification of intent to pursue a post disciplinary hearing, the department head will provide the grievant a list of three (3) proposed hearing officers. Within five (5) calendar days of receipt of the notification of the proposed hearing officers, the grievant will notify the department head

or designee of the acceptance of a proposed hearing officer or submit a name of a proposed hearing officer of the grievant's choice. If the department head or designee does not agree with the grievant's proposed hearing officer, the department head or designee and the grievant or his representative shall meet to designate a mutually acceptable hearing officer.

D. Hearing Officer Qualifications

The hearing officer shall be familiar with public or private personnel systems, or have pertinent experience in the appropriate areas of management or law. Qualifications for service as hearing officers shall be verified by the department head or designee. The hearing officer need not reside in Union County.

**8.6. POSTDISCIPLINARY HEARING PROCEDURES.**

A. Rules of Procedure

- i. The hearing officer will determine the date and time of the postdisciplinary hearing and any continuances. Such hearings will be conducted at a time and place which is mutually convenient to all parties concerned. Requests for continuances of hearings shall be made at least five (5) working days prior to the scheduled hearing, absent extenuating circumstances. Requests for continuances of hearings shall be made in writing directly to the hearing officer with copies to all parties involved.
- ii. Postdisciplinary hearings shall be conducted as open meetings with notice given to the public pursuant to the New Mexico Open Meetings Act; unless the grievant requests a closed hearing in writing.
- iii. The hearing officer shall:
  - a. make rulings on procedural and substantive issues of the hearing;
  - b. determine the admissibility of evidence and testimony, all of which must have a direct bearing on the issue before the hearing officer;
  - c. follow the evidentiary standard for administrative agencies; and
  - d. issue a written ruling, including findings of fact and conclusions of law;
- iv. The following persons are required to be present at all grievance proceedings unless otherwise excused by the hearing officer or by agreement of the parties: the grievant,
- v. The parties shall stipulate to the facts and issues to the greatest extent possible prior to the hearing.
- vi. Prior to the hearing, representatives shall prepare copies of all exhibits and evidence which are expected to be presented. Representatives shall stipulate to exhibits to the extent possible



and bring to the hearing adequate copies for the hearing officer as well as the opposing representative.

- vii. At least seven (7) working days prior to the hearing, all parties must submit to the hearing officer: a statement identifying the issues to be heard, a witness list, and a complete list of documents to be admitted as evidence.
- viii. Witnesses in grievance hearings are not admitted into the hearing room until called upon to testify.
- ix. Notice of the hearing will be sent by certified mail, to the grievant and postmarked at least ten (10) days prior to the scheduled hearing. Copies of the hearing notice shall be sent concurrently to all relevant parties.
- x. Either a tape recorded or stenographic record of all postdisciplinary grievance hearings will be made.

D. Conduct of Hearings

- i. The County carries the burden of proof by a preponderance of the evidence, shall present statements of issues involved in the case, followed by the grievant. Opening statements are limited to the pertinent issues of fact and law and shall not exceed ten (10) minutes without permission of the hearing officer.
- ii. Order of Presentation
  - a. The County will present its case first. Witnesses for the County may be called and questioned on their involvement in, or knowledge of, the case. Following each witness testimony, the grievant will have the opportunity to cross examine the witness. The hearing officer will then have the opportunity to question the witness on matters related only to the witness' testimony. The hearing officer shall restrict his questions to those necessary to clarify the testimony previously given. Follow up or redirect questioning will be allowed at the discretion of the hearing officer.
  - b. Witnesses for the grievant may be called and questioned on their involvement in, or knowledge of, the case. Following each witness' testimony, the County will have the opportunity to cross examine the witness. The hearing officer will then have the opportunity to question the witness on matters related to the witness' testimony. The hearing officer shall restrict his questions to those necessary to clarify the testimony previously given. Follow up or redirect questioning will be allowed at the discretion of the hearing officer.
  - c. Following presentation of the grievant's position, the County may offer brief rebuttal testimony. Such testimony shall address only the issues brought forth in the grievant's presentation.

- d. The County's closing statement shall be presented, followed by that of the grievant. These statements shall not exceed ten (10) minutes without the permission of the hearing officer, and at a minimum shall contain a request for the desired outcome. The County shall have the opportunity to make a final statement, not to exceed five (5) minutes, and which shall be limited to issues brought forth in the grievant's closing statement.

C. Communication of Hearing Officer's Decision

The hearing officer's findings and conclusions will be issued within twenty (20) calendar days of the hearing and will be signed by the hearing officer and transmitted to the grievant, department head, and the administrative assistant, by hand delivery or certified mail. The hearing officer may uphold, modify, or reverse the decision of the department head or administrative assistant, and may reinstate the employee and award back pay and benefits. The record of the proceedings will be retained by the administrative assistant's office or the certified court reporter for a period of not less than one (1) year from the hearing date, along with all of the physical evidence admitted by the hearing officer. The verbal record shall be transcribed only in the case of appeal to the district court by one of the respective parties. The party requesting the transcription shall make arrangements to pay for the transcription.

D. Appeal of Hearing Officer's Decision

- i. Either party may appeal the hearing officer's decision in the Eighth Judicial District Court within thirty (30) days of receipt of the decision of that party.
- ii. This personnel policy manual may be included in the record on appeal at the request of anyone of the respective parties at any time before forwarding the record to district court.

**8.7. MATTERS NOT GRIEVABLE.** The following matters are not grievable:

- 1. Disputes as to whether or not an established County practice or policy is good;
- 2. Matters where a method of review is mandated by law;
- 3. Matters where the County is without authority to act or does not have the ability to provide a remedy;
- 4. Release of temporary employees prior to or at the end of their anticipated employment period;
- 5. The dismissal of probationary employees prior to the expiration of their probationary period;
- 6. The dismissal of appointed employees at any point during their employment with the County; and
- 7. Performance evaluations, preferences for employment promotions, transfers, temporary assignments, removal from temporary assignments, and layoffs.

**SECTION 9. COMPENSATION AND BENEFIT PROGRAM**

**9.1. HOURS OF WORK.** All employees will work their scheduled hours pursuant to work schedules established by their department heads. Except as otherwise provided, employees will not be paid for travel

time from home to the site of their work within Union County or from the work site to their home. Actual work periods may fluctuate at the discretion of the department heads.

Nonexempt road department employees who report to their designated work station at the of the working day, but who are required to travel to other County sites to perform their job, may leave the site in time to return to the designated work station by the end of the eight-hour work period. The road superintendent will determine the length of time necessary to return to the work station. Under no circumstances shall an employee be entitled to claim reimbursement for the cost of travel from home to the designated work station without specific advance supervisor approval. All road department employees electing to receive the use of a County vehicle for purposes of traveling to and from their home may not use the vehicle for personal use. The value of the use of the County vehicle shall be treated as taxable income in accordance with the Internal Revenue Code.

**9.2. BREAKS.** Full-time employees take a one (1) hour unpaid lunch break. Road department employees take an unpaid one-half hour lunch break. Full-time employees are entitled to two (2) fifteen (15) minute breaks per day; employees working four (4) hours or less per day are entitled to one (1) fifteen (15) minute break per day. Only supervisors may determine that breaks should be limited or delayed because of an emergency or unusual conditions.

**9.3. PAY PERIODS.** Employees shall be paid on a bi-weekly basis. A calendar will be obtained from the department head's office. Pay days shall fall on the Thursday after the end of the pay period. Employees will not be paid for time not worked. All employees must have or be willing to open a checking account for payroll and direct deposit purposes.

**9.4. OVERTIME PAY.** Overtime pay shall be paid only when overtime work is authorized by the department head, and only when the departmental needs to preclude the employee from taking compensatory leave time off. Employees working overtime without proper authorization may be subject to disciplinary action. The rate shall be one and one-half (1 1/2 times regular pay for each hour of overtime and such payment shall be made only in cases when a nonexempt employee works over forty (40) hours a week. Holiday, vacation, sick; and other leave hours shall not be considered actual working hours. Fair Labor Standards Act exempt employees shall not receive overtime pay.

**9.5. COMPENSATORY TIME.** Compensatory time is time off for hours worked beyond forty (40) hours a week for road and sheriff department employees, as overtime is described in §9.4 above. A nonexempt employee may, at the discretion of the department head, accrue compensatory time in lieu of overtime payment at the rate of one and one half hours of time for each hour of overtime worked over the actual work hours as specified in §9.4 above. Overtime hours worked and compensatory time hours accrued and taken off shall be recorded for each nonexempt employee and submitted to the department head's office each pay period on approved forms. An employee shall not accrue over 60 hours of compensatory time.

**9.6. FINAL PAY CHECK.** An employee who resigns shall receive a final pay check on the first regularly scheduled payday following the employee's effective date of resignation. Any employee who is dismissed shall receive a final paycheck by 5:00 P.M. on the fifth (5) day following dismissal, and verification that all county items have been returned. Day one begins the day of dismissal and includes Saturday and Sunday. In

case of death, final salary and compensation for unused annual leave shall be paid to the employee's named beneficiary, or if unnamed, to the employee's estate.

**9.7. PERSONAL SAFETY EQUIPMENT.** An employee in a designated job with the County may be required to wear special equipment or clothing to perform the job function. An employee who requires special equipment or clothing shall be provided the special clothing or protective equipment or an allowance by the County. Weapons of law enforcement personnel are exempted from this policy.

**9.8. GRATUITIES.** All employees are prohibited from accepting gifts or other considerations from vendors given with the intent of modifying the employees' performance of duties or encouraging the employees to make from the vendor involved. Employees will maintain the highest moral standards and any attempt to influence an employee's performance by a vendor or other person will be reported to the department head.

**9.9. PER DIEM AND MILEAGE.** All payments of per diem and mileage allowance to County employees will be made pursuant to policies established by the State of New Mexico. In no event shall any per diem allowances and mileage be paid for travel by a County employee in connection with the employee's regular job duties within the boundaries of Union County without the express written consent of the department head.

**9.10. TIME SHEETS.** The department head will keep a cumulative record of all leave time accrued and used time sheets will be signed by the employee. If a time sheet lacks a required signature, the paycheck will be and may be held until the necessary signature is obtained or special authorization is provided by the department head. Time sheets must be submitted prior to issuance of the paychecks.

**9.11. PERA BENEFITS.** All regular and appointed County employees, who work twenty (20) hours or more are to contribute to the Public Employees Retirement Association of New Mexico (PERA). Employees working less than twenty (20) hours seasonal employees, who work less than nine (9) consecutive months, are not required to contribute to PERA. Copies of the latest PERA rules and provisions may be obtained in the office of the administrative assistant.

**9.12. INSURANCE BENEFITS.** The County medical and life insurance benefits to its regular and qualified appointed employees. Insurance plans may be changed at the discretion of the County commission. Specific benefits of the current policy may be obtained from the department head's office.

## **SECTION 10. LEAVE AND HOLIDAYS**

**10.1. AUTHORIZED LEAVE.** Leave is any authorized absence, with or without pay, during regularly scheduled work hours which is approved by the department head. The department head is responsible for the maintenance and transmittal of leave records.

**10.2. UNAUTHORIZED LEAVE.** Absence without approved leave is subject to disciplinary action and loss of pay.

**10.3. HOLIDAYS.** Legal holidays will be designated by the County Commissioners in January of each year. The following condition will apply with respect to holidays and holiday pay:

- A. Casual and temporary employees are not entitled to holiday pay;
- B. When a holiday falls on an employee's day off, the employee's holiday shall be observed on the following work day, work load permitting as determined by the department head;
- C. When a holiday falls during an employee's paid vacation, the day shall be counted as a holiday, and not a vacation day;
- D. In order to receive pay for a designated legal holiday, employees shall be in a work or paid leave status on their scheduled work day immediately preceding and following the holiday, or must have worked on the stated holiday. An employee absent without leave on their scheduled work day before or after a holiday will not receive pay for that holiday; and.
- E. When a holiday falls on a Saturday, it will be observed on the preceding Friday, and if the holiday falls on Sunday, it will be observed on the following Monday.

**10.4. ANNUAL LEAVE WITH PAY.**

Full-time County employees accrue annual leave according to the following schedule:

<u>Years of Service</u>	<u>Hours Accrued Per Month</u>	<u>Hours Accrued Per Year</u>
Date of hire to the end of the first year of employment	3 hours, 20 min. (40 hr. employees)	40
Beginning of second to end of fifth year of employment	6 hours, 40 min. (40 hr. employees)	80
Beginning of sixth year through the tenth year of employment	10 hours (40 hr. employees)	120

Beginning the eleventh year of employment, and until termination of employment, full-time (40 hour/week) employees will receive Eight (8) more hours of annual leave for every two additional years of service.

- A. An employee does not accrue annual leave for time worked in excess of forty (40) hours per week.
- B. A part-time regular employee accrues annual leave at 50% of the rate of a full-time (40 hour/week) employee.
- C. Annual leave will not be granted in advance of accrual.
- D. Upon termination from County employment, an employee shall be paid for the employee's unused accrued annual leave.
- E. An employee may take annual leave just before the employee's separation from County employment.
- F. Annual leave should be requested and approved at least thirty (30) days in advance, unless a shorter time is approved by the department head. Reasonable effort will be made to accommodate the employee's request, though approval will be subject to advance notification and the needs of the department. If vacation time is requested by one or more employee at the same time, seniority will rule. Annual leave may be accumulated year to year up to a total of two hundred and forty (240) hours.
- G. A probationary employee shall not be able to use accrued annual leave until completion of the employee's probationary period. However, if a probationary employee resigns, or is dismissed before completing the probationary period, the employee shall be compensated for accrued annual leave time.
- H. A casual or temporary employee does not accrue annual leave.

**10.5. SICK LEAVE WITH PAY.** Leave with pay is granted to a regular or appointed employee when a medical reason, such as described in §10.6 below keeps the employee from performing the duties of the position.

- A. Full-time (40 hour/week) regular employees shall accrue eight (8) hours of sick leave per month. Part-time regular employees accrue sick leave at the rate of four (4) hours per month.
- B. Accrued sick leave may be accumulated year-to-year up to a total of four hundred eighty (480) hours.
- C. There shall be no pay for sick leave upon termination.
- D. Casual/temporary employees do not accrue sick leave.

**10.6. SICK LEAVE AUTHORIZATION.** Sick leave shall be authorized by the employee's supervisor when an employee is unable to perform normal job duties due to medical considerations, including, but not limited to: illness, injury, pregnancy, prearranged medical or dental examination, quarantine, therapy, counseling, and treatment, or when an employee's relative, who is related by marriage or blood, or where a relative is established by judicial decree, is ill and requires the personal attention of the employee. Authorization is subject to the approval of the department head. Sick leave shall not be used for relief from effects of a second job (moonlighting). An employee may be terminated for abusing sick leave.

**10.7. MEDICAL CERTIFICATION.**

A. PHYSICIAN'S CERTIFICATE

A physician's certificate may be required when the employee is absent from work for three (3) or more consecutive days, or when sick leave of three or more days is used to the serious illness of an employee's spouse, parent, or child, who is related by marriage or blood, or where a relative is established by judicial decree.

B. PHYSICAL EXAMINATION

The County may request that an employee have a medical examination when it appears to the department head that the employee cannot perform the essential functions of his position, when a pattern of sick leave develops, or when an employee advises the department head that he cannot perform his job for medical reasons.

**10.8. REPORTING SICK LEAVE.** Sick leave shall be reported to the employee's supervisor by the employee or an immediate family member on a daily basis and as soon as possible but no longer than one (1) hour after the beginning of the employee's work shift unless the nature of the illness requires extended leave certified by the employee's physician and of which the employee's supervisor is notified.

**10.9. USE OF SICK LEAVE DURING PROBATIONARY PERIOD.** Probationary employees accrue sick leave in the manner set forth in §10.5 above. Use of sick leave shall be approved by the employee's supervisor on a day by day basis during the probationary period.

**10.10. BEREAVEMENT LEAVE.** In the event of the death of an employee's spouse, parent, grandparent, child, grandchild, or sibling, the employee shall be entitled to bereavement leave with pay not to exceed three days, upon approval of the department head.

**10.11. ADMINISTRATIVE LEAVE WITH PAY.** Leave with pay and travel pay may be authorized by the department head to allow employees to attend meetings of boards and Commissions when the employee's attendance is on the behalf of the County and in the best interest of the County. If the employee is paid by the board or Commission for his attendance, the County shall pay the employee his regular salary less the amount received by the employee from the board or Commission. Administrative leave with pay may also be granted by a department head pending disciplinary action.



**10.12. OCCUPATIONAL INJURY TIME/WORKERS COMPENSATION.**

A. Workers' Compensation

Employees on the job or suffering from occupational diseases, as defined in the New Mexico Workers' Statute, shall receive workers' benefits as prescribed by law. An employee may elect to continue group health coverage, with the employee and the employer paying their respective share of the premium, during, an unpaid leave of absence for which workers' compensation is being paid for up to a period of four (4) months, provided however, all other eligibility requirements must continue to be met for the period of continuation of coverage.

B. Injury Leave Pay

An employee injured on the job may use accrued annual or sick leave for each regularly scheduled work day after the injury occurs for all such days not paid by workers' compensation. If the employee is on workers' compensation time for more than four (4) weeks, and is entitled to compensation for the first seven (7) days and has used accrued annual or sick leave for the first seven (7) of injury, the workers' compensation payments received for all such days shall be paid directly to the County by the workers' compensation carrier. In that event, annual or sick leave used by the employee, in lieu of workers' compensation, shall be recredited to the employee upon the County's receipt of the reimbursement by workers' compensation after the expiration of the statutory waiting period.

C. Reporting Procedure

All work-related injuries requiring medical attention must be reported to the employee's department head as soon as possible. A First Report of Injury form must be filed with the department head within fifteen (15) days of the injury. Failure to report injuries within fifteen (15) days will be grounds for denial of the injury claim. The report shall be signed by the employee and the employee's department head. In addition, the department head's accident investigation report must be filed on the day following the day the department head receives the employee's first accident report. All accidents shall be reported, however minor.

D. Medical Procedure

An employee, who incurs a job-related injury/illness, must go to the employee's physician, whom will treat the employee, or will refer the employee to another physician, depending on the nature of the problem. In circumstances of medical emergency, the employee should go to Union County General Hospital for treatment.

E. Return To Work

An employee shall return to his former position or be reassigned to a comparable position if the employee's physician certifies that the employee can return to work within six (6) months. If an employee is unable to perform the essential functions of his job with reasonable accommodations, the employee will be terminated.

F. Modified Work Schedule

1. An employee returning from worker's compensation disability may return to light duty if an appropriate position is available and the employee's physician certifies that the employee can return to a modified work schedule.
2. Light 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 less than the full day.
3. The times and conditions of light duty be determined by the employee's department head. All light duty assignments are temporary.

G. Reemployment Of County Employees Injured On The Job

If the County is hiring, a regular full-time employee who has received benefits pursuant to the Workers' Compensation Act and who was unable to return to work during the six (6) month period for which the County shall hold the employee's position open, may apply for his preinjury job, a modified job similar to the preinjury job, or any job that pays less than the preinjury job, provided that the employee is qualified for the job. The County shall rehire the regular full-time employee provided that the employee's treating health care provider certifies that the employee is fit to carry out the job without significant risk of injury.

**10.13. CIVIC DUTY LEAVE.** An employee shall be given necessary time off with pay for the following:

A. Jury Duty

Pay for jury duty shall be authorized only for those days that the employee is scheduled to work. If excused by the court during a working day, the employee shall return to duty if at least four (4) hours of County duty can be served in that work day. If the employee does not return to work, the balance of the day will be charged to annual leave or leave without pay.

B. Court Appearance Time

When required by County duties or subpoenaed to appear before a court, personnel hearing officer, public body or County Commission for the purpose of testifying in regard to County matters.

C. Voting

For purposes of a national, state, or local election, an employee who is registered vote will be granted up to two (2) hours paid leave for voting, between the time of opening and the time of closing polls. The employee's supervisor may specify the hours for the leave. This leave will not be granted to any employee whose work day begins more than two (2) hours subsequent to the time of the opening of the polls, or ends more than three (3) hours before the closing of the polls.

**10.14. MILITARY LEAVE FOR RESERVE OR NATIONAL GUARD DUTIES.**

A. Paid Military Leave For Reserve Or National Guard Activities

Paid military leave is granted for authorized reserve or National Guard activities for a maximum of fifteen (15) working days during a one-year period. Military leave must be requested twenty (20) days in advance. The employee must furnish proof of duty orders or other documentation prior to leave being granted unless the leave is for emergency purposes.

B. Unpaid Military Leave

Employees voluntarily or involuntarily serving on active duty for more than fifteen (15) working days shall be placed on leave without pay. The employee taking military leave will not first be required to exhaust annual and sick leave.

C. Employees Returning From Unpaid Military Leave

Any employee who leaves a position he or she has held with the County, other than a temporary position, to enter the armed forces of the United States, national guard or reserve, and who serves on active duty and is honorably discharged or released from active duty to complete his remaining service in a reserve component, and who is still qualified to perform the duties of the County previously held, shall be re-employed in such position or to a position of like seniority, status, and pay. To be re-employed in such position, the employee must make application for re-employment within ninety (90) days after he or she is relieved from training or duty, within ninety (90) days of release from hospitalization which continued after discharge for a period of not more than one (1) year.

- i. The returning employee will be deemed to have accrued, seniority and length of service rights as though his or her employment with the County had been continuous since the date of initial employment.
- ii. The returning employee shall have all annual and sick leave accrued at the time of his or her departure for military service restored.

**10.15. LACK OF WORK & INCLEMENT WEATHER.** The department head may at their discretion send an employee home when there is no work available as determined by the department head and may close offices and send employees home due to inclement weather. Employees, who are sent home by the department head due to inclement weather, or other circumstances not covered in this policy manual, shall not be charged with leave for all normal work hours missed. Hours paid pursuant to this provision shall not be counted as hours worked for the computation of overtime. The County Manager, after consulting with Elected Officials, may close offices and/or send employees home due to inclement weather, and all employees will be compensated for normal work hours.

**10.16. LEAVE WITHOUT PAY.** The County Commission may grant regular employees leave without pay (LWOP) for a period not to exceed six (6) months, when the department head deems that such leave without pay is in the best interest of the County. Reasons for such a leave may include, but are not limited to:

education; medical disability; pregnancy or adoption of a child; and the need to care for a parent, spouse, or child, including a newborn. Leave without pay is subject to the following conditions:

A. Reemployment Upon Return

If an employee returns to work within three (3) months, the employee will be returned to the same position. If the employee is on leave without pay for more than three (3) months, the County will attempt to return an employee to the same or, similar position for which the employee is qualified. The position of an employee on leave without pay, for more than three (3) months, shall not be guaranteed.

B. Use of All Leave

Prior to going on leave without pay, an employee requesting leave without pay shall use all available annual leave, except for those going on military leave without pay. If the employee is seeking leave without pay for medical or pregnancy-related reasons, the employee shall first use all available annual and sick leave.

C. Physician's Certificate

Leave without pay requested because of medical reasons or pregnancy-related reasons must be accompanied by a physician's written statement indicating the estimated time of disability or recommended time for postnatal recovery. An employee returning to work from leave without pay due to medical or pregnancy-related reasons must be released by the employee's physician to return to work. Proof of release must be presented to the employee's department head.

D. Benefits at Employee's Expense

An employee on leave without pay does not accrue leave, nor does the employee receive County benefits. An employee wishing to continue receiving insurance benefits may do so at the employee's expense by submitting the employee's and the County's share of the premium to the administrative assistant on the regular day.

**10.17. DONATION OF LEAVE TIME.** County employees who have accumulated annual leave time under §10.4 or sick leave time under §10.5 are hereby authorized, but are neither required nor urged, to donate the time to other County employees. Such donations shall be made under the terms and conditions specified herein.

- A. Nonprobationary County employees who have accumulated more than eighty (80) hours of annual leave may donate any excess over eighty (80) hours of that annual leave time to other nonprobationary County employees who have exhausted all annual leave and sick leave time due to a nonwork-related injury or illness.
- B. Nonprobationary County employees who have accumulated more than eighty (80) hours of sick leave may donate any excess over 80 hours of that sick leave time to other nonprobationary County employees who have exhausted all annual and sick, leave due to a nonwork-related injury or illness.

- C. Donations of time shall be on forms provided by the County, signed by the donating employee and witnessed by the department head. Donations of time shall be in hourly increments, payable at the hourly rate of the donor.
- D. Donated time accrues to the employee receiving the donation and no time shall be returned, if not used. Under no circumstances shall time donated to any employee exceed the maximum cumulative time allowed under §10.4 F (annual leave) or §10.5 B (sick leave).
- E. Donations of time are voluntary. No employee, supervisor, or elected official shall demand the donation of time from any employee, although a request from an employee may be communicated to other employees either orally or by written notice.
- F. Terminated employees are ineligible to receive donations.
- G. No right of donation is hereby created in any employee, regardless of circumstance.

## **SECTION 11. MISCELLANEOUS**

### **11.1. DESIGNATED WORK AREAS**

All employees are to be at their designated work areas on time and ready to work. They shall work until the scheduled quitting time, unless permission of the supervisor has been obtained for different work hours. Employees shall not litter work areas and will keep them neat and clean.

**11.2. PERSONAL BUSINESS.** Personal business shall not be conducted during work hours while on County premises.

**11.3. SAFETY.** The County is committed to having all work conducted in a safe manner. All safety precautions shall be followed.

**11.4. COUNTY PROPERTY.** Employees shall not misuse County property, records, or other material in their care, control, custody, or remove, any County property, records, or other material from the premises of the County offices unless permission has been given by the department head. Employees shall not use County property, records or equipment for personal use.

**11.5. TERMINATION; RETURN OF COUNTY PROPERTY.** At the time that an employee is voluntarily or involuntarily terminated, the employee shall return all County property to the appropriate department head, including but not limited to: keys, vehicles, supplies, equipment, and uniforms that may be in the employee's possession. The department head shall notify the administrative assistant in writing that the employee returned all equipment.

**11.6. COUNTY VEHICLES.** No County vehicles will be taken out of Union County without permission of the department head and employees shall notify the department head of their destinations and, itineraries. County vehicles may be used only for County business and commuting to and from work, if required for a work-related purpose. County vehicles shall not be used, for personal business, except as is incidental in commuting determined by the employee's department head.

**11.7. DRESS AND APPEARANCE.** Employees are constantly in the public eye; consequently it is important that the employees present the best possible image to the public. Employees should always be clean and neatly dressed in clothing suitable for their work assignments.

**11.8. CONTENTS OF PERSONNEL FILE.** Subsequent to hiring, a separate file shall be prepared and maintained for each employee. These records shall be kept in the administrative assistant's office. It is the responsibility of each department head and the employee to ensure that the records of the employees are completed and up-to-date. The file shall contain the following records:

1. the original application form;
2. the originating personnel action showing occupation, date of beginning employment and salary;

3. copies of personnel action forms;
4. copies of all performance evaluations;
5. copies of all favorable or unfavorable letters or memorandums such as letters or certificates of appreciation or records of other outstanding achievements regardless of origination;
6. records or certificates of educational training or orientation achievement completion;
7. records of disciplinary actions such as reprimand, suspension, demotion, or termination;
8. application for retirement program; and
9. other related actions/forms concerning payroll deductions, insurance payment records, etc.

**11.9. INSPECTION OF PERSONNEL FILES.** Personnel files, except records pertaining physical or mental examinations and medical treatment persons confined to any institution; letters of reference concerning employment, licensing; or permits; or letters or memoranda which are matters of opinion in personnel files are subject to the New Mexico Public Records Act, NMSA 1978, §14-2-1 (1995 Repl. Pam.) and are open for public inspection. Any employee wanting to review his personnel file may do so by making arrangements with the administrative assistant.

**11.10. ADDITIONAL RULES.** Employees shall obey all additional rules, directives and requests stated verbally or in writing by their supervisors. Employees are generally required to follow all standards, rules, procedures and policies that are similar or normally expected the workplace.

## **SOCIAL MEDIA**

### **DEFINATION OF SOCIAL MEDIA**

Social media is a means of communication on the internet that is accomplished by posting information or content for others to read, comment on, or respond to. It includes, but is not limited to, communicating with others on a web log or blog, an electronic journal or diary, a personal internet website, communicating through a social networking or affinity website (e.g. Facebook, MySpace, LinkedIn, Bebo, Yammer, ect.), a web bulletin board, chat room, instant messaging site, video or photo sharing site (e.g. Flickr, YouTube, ect.), forums, discussion boards and groups (e.g. Google groups, Whirlpool, instant messaging, SMS, ect.) , a wiki or online collaboration site (e.g. Wikipedia, ect.), a blog hosted by a media outlet, geo-spatial tagging (Foursquare, ect.) vod and podcasting, micro blog (e.g. Twitter, ect.) gaming platforms (e.g. World of Warcraft, Second Life, ect.) or chat rooms.

### **SOCIAL MEDIA AT WORK**

A. In an effort to reach a broader audience of Union County residents for a variety of reasons, the County participates in social media. The use of social media allows Union County to disseminate time-sensitive information as quickly as possible (e.g. emergency information). The County Manager, Assistant Manager, Emergency Manager, Sheriff and Fire Coordinator shall determine which social media outlets are suitable for use, and which employees are authorized to use any given social media outlet, and the permissible content that may be communicated through social media. Employees shall not use social media at work unless specifically authorized to do so by the County Manager, County Manager's designee or department head.

When an employee is so authorized, the employee shall use the social media consistent with the terms of the authorization and this Handbook.

B. Unless specifically authorized to use social media at work by the preceding paragraph, use of social media at work is strictly prohibited. Likewise, unless authorized as provided, use of County property including computers, wireless technology, cellular phones, smart phones or internet networks for social media use is prohibited. Employees are advised that County computers, wireless technology, cellular phones, smart phones, internet networks and other county property are monitored and use of County equipment for any improper use will be detected and employment consequences will result.

#### **PERSONAL USE OF SOCIAL MEDIA**

Union County does not prohibit employees from participating in social media while not at work, nor is the content posted any concern of the County. However, if an employee uses social media to harm the County, County constituents, or fellow employees, participation in social media while not at work can have employment consequences. Employees shall not use social media to harm the County, County constituents, or fellow employees. Employees shall not use social media to impair the work of any County employee; to harass, bully, demean or create a hostile work environment for any County employee. Nor shall an employee use social media to violate County policies, a County ordinance, or state or federal law. To make the distinction between private activity and work activity as clear as possible, in cases where confusion might be created, each employee should identify a social media posting as a personal opinion rather than the opinion of the County. Bullying means any repeated and pervasive written, verbal or electronic expression, physical act or gesture, or a pattern thereof, that is intended to cause distress upon one or more County employees, whether or not at work or during work hours. Bullying includes, but is not limited to: hazing, harassment, intimidation or menacing acts of another County employee which may, but need not be based on the employee's race, color, sex, ethnicity, national origin, religion, disability, age or sexual orientation.

#### **IDENTIFICATION OF INAPPROPRIATE USE.**



If any Union County employee becomes aware of inappropriate use of social media in violation of this policy, he or she is to immediately report the conduct to Administration (HR). Violations of this policy may result in disciplinary action up to and including termination.

PASSED, APPROVED, AND ADOPTED THIS DAY 10 OF NOVEMBER, 2020.

BOARD OF COUNTY COMMISSIONERS UNION COUNTY, NEW MEXICO.

**UNION COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION № 2021-20**

**A RESOLUTION  
OPPOSING THE RECOMMENDATIONS OF THE NEW MEXICO CIVIL  
RIGHTS COMMISSION AND URGING THE LEGISLATURE TO  
PROVIDE MORE RESOURCES TO ADDRESS ROOT CAUSES OF CIVIL  
RIGHTS CLAIMS AGAINST LOCAL GOVERNMENTS**

**WHEREAS**, in Laws 2020, 1<sup>st</sup> Special Session, Chapter 1 (HB 5) and in response to certain high-profile civil rights violations in other states, the New Mexico Legislature created the New Mexico Civil Rights Commission (Commission) to “develop policy proposals for laws for the creation of a civil right of action for the deprivation, by a public body or a person acting on behalf of or under the authority of a public body, of any right, privilege or immunity secured by the Constitution of New Mexico”; and

**WHEREAS**, the Commission’s makeup and work call into question whether it was duly presented with or considered all relevant points of view; and

**WHEREAS**, most Commission members who are lawyers (excluding retired and sitting judges) are or were lawyers who primarily represent plaintiffs; and

**WHEREAS**, legal staff hired by the Commission is an attorney who specializes in advocating for plaintiffs in civil rights, policy misconduct, prisoner rights, and personal injury cases; and

**WHEREAS**, the Commission did not hear balanced presentations from individuals with varying positions on the merits of critical legal issues before the Commission; and

**WHEREAS**, the Commission invited public comment through October 31, 2020, but then inexplicably voted on the questions posed to it in HB 5 on October 23, 2020, before the close of the public comment period it created and before receiving insightful comments from several governmental entities; and

**WHEREAS**, a new cause of action is not necessary to address New Mexico constitutional deprivations by law enforcement, since the New Mexico Tort Claims Act already waives immunity for such claims and qualified immunity is not a defense to such claims (NMSA 1978, §41-4-12); and

**WHEREAS**, research by New Mexico Counties presented to the Commission demonstrated that New Mexico – one of the poorest states in the Union – already allows for

some of the highest damage awards in the Country for State law claims against law enforcement officers; and

**WHEREAS**, New Mexico Counties and other governmental entities also demonstrated that a new cause of action would cause reinsurance and other insurance coverage to no longer be available to the New Mexico County Insurance Authority and/or local governments; and

**WHEREAS**, the unavailability of commercially reasonable insurance will cause local governments to self-insure unsustainable amounts of risk, which will divert scarce resources from the very services that proponents of the new cause of action are trying to improve to individual claims; and

**WHEREAS**, uninsured judgments that cannot be satisfied through existing resources are paid by our citizens, through property taxes levied to meet the judgment (N.M. Const., art. 8, Section 7); and

**WHEREAS**, many of the challenges faced by local law enforcement and county jails stem from co-occurring substance abuse and mental health disorders in the population with which they interact; and

**WHEREAS**, instead of diverting resources to individual claims, the Legislature should be providing more resources to serve this population, which would minimize their interactions with police officers and keep them out of county jails; and

**WHEREAS**, information presented to the Commission demonstrated that the New Mexico Law Enforcement Academy needs additional resources to timely discharge its goal of investigating law enforcement officers accused of misconduct; and

**WHEREAS**, timely removing the certification of so-called “bad cops” would more effectively and quickly meet the goal of improving law enforcement by avoiding the recycling of such cops among law enforcement departments; and

**WHEREAS**, notwithstanding the evidence presented to it and the consequences of a new cause of action, the Commission voted before the close of public comment to recommend that the Legislature create a new State law cause of action for violations of the New Mexico Constitution that:

- WOULD include attorney fees for prevailing plaintiffs on top of compensatory damages. Fees for plaintiff’s attorneys – many of whom charge in excess of \$450 per hour – often exceed the amount of damages awarded to plaintiffs;
- WOULD require public employers to indemnify public employees for claims brought under the recommended cause of action. This means that the public entity would pay for the costs of defense and any settlement or judgment; and
- WOULD NOT include qualified immunity as a defense, which means that officials can be second-guessed in hindsight for making judgment calls in unsettled areas of the law.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Union County, New Mexico, that:

1. Union County opposes the recommendations of the Commission or broader legislation pursued by individual legislators, which:
  - a. are unnecessary for victims of State constitutional violations by law enforcement (including detention officers) to be compensated;
  - b. will not address at all the root cause of many claims against local governments: namely, the lack of State resources to treat substance abuse and mental health disorders in non-penal settings;
  - c. will be ineffective at driving reform or otherwise improving services, since they will divert resources from law enforcement and detention officer recruitment, retention, and training and other critical services to claims; and
  - d. will further dry up the insurance market, requiring local governments to self-insure more and more risk and creating the real possibility that property taxes will need to be imposed to meet uninsured judgments.
  
2. Union County urges the New Mexico Legislature to instead provide more resources for:
  - a. law enforcement and jail operations;
  - b. the treatment of people suffering from substance abuse and/or mental health disorders, which would minimize their interactions with police officers and keep them out of county jails; and
  - c. more resources to the New Mexico Law Enforcement Academy to train and investigate law enforcement officers, including independent, elected County sheriffs.

**PASSED, APPROVED AND ADOPTED** this 10<sup>th</sup> day of November, 2020.

**BOARD OF COUNTY COMMISSIONERS  
OF UNION COUNTY, NEW MEXICO**

**ATTESTED:**

\_\_\_\_\_  
Justin Bennett, Chair

\_\_\_\_\_  
Mary Lou Harkins, Clerk

\_\_\_\_\_  
W. Carr Vincent

\_\_\_\_\_  
Clayton Kiesling



**Justin Bennett**  
Chair  
**W. Carr Vincent**  
Member  
**Clayton Kiesling**  
Member

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**Brandy Thompson**  
County Manager  
**Stephen C. Ross**  
County Attorney

## RESOLUTION 2021-20

### RECOGNIZING THE OBJECTIONS OF THE UNION COUNTY BOARD OF COUNTY COMMISSIONERS TO CERTAIN PROPOSALS BEFORE THE NEW MEXICO CIVIL RIGHTS COMMISSION

**WHEREAS**, the New Mexico Civil Rights Commission was established by the New Mexico Legislature in response to certain high-profile civil rights violations in other states; and

**WHEREAS**, among the proposals presented to the New Mexico Civil Rights Commission is the establishment of a new state law cause of action which would be filed in state court and would not be subject to removal to federal court; and

**WHEREAS**, among the proposals presented are the elimination of the defense of qualified immunity to governmental employees and entities against whom claims are made; and

**WHEREAS**, based upon the research presented by New Mexico Counties and others, only a small percentage of civil rights claims are actually dismissed as a result of the application of the defense of qualified immunity; and

**WHEREAS**, local governmental entities primarily provide law enforcement and detention services to its local citizens and are already responsible for claims of civil rights violations made against those entities; and

**WHEREAS**, at least one neighboring state has also proposed to establish a \$25,000 personal liability on any officer or employee found liable for violation of civil rights; and

**WHEREAS**, this imposition of personal, non-indemnified liability will have a chilling effect on the abilities of New Mexico law enforcement and detention facilities to here law enforcement officers and detention officers; and

**WHEREAS**, all brokers and insurance carriers working with Union County have indicated that such a change would likely result in a premium increase which, until the terms of legislation are finalized, cannot be quantified; and

**WHEREAS**, these increases could cripple smaller entities in their ability to provide services to their residents and might result in tax increases on everyone; and

**WHEREAS**, the jurisprudence developed by the federal courts for violation of federal civil rights is well established while the proposals could result in a total reset of state civil rights jurisprudence.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Union County, New Mexico, that:

1. Union County opposes any effort to expand state court jurisdiction for civil rights violations. Such expansion serves no purpose other than to create the potential for inconsistent results thereby making it more difficult for law enforcement officers to know if actions are permissible or impermissible and will result in increased costs.
2. Union County opposes the suggestion that the defense of qualified immunity should not apply to any civil rights action brought in state court.
3. Union County opposes any effort to impose additional personal liability on individual government officials or employees, as such conduct would likely have a chilling effect on all governmental entities to recruit, hire, and maintain critical public safety and other employees.

**PASSED, APPROVED AND ADOPTED** this 10<sup>th</sup> day of November, 2020.

**BOARD OF COUNTY COMMISSIONERS  
OF UNION COUNTY, NEW MEXICO**

**ATTESTED:**

\_\_\_\_\_  
Justin Bennett, Chair

\_\_\_\_\_  
Mary Lou Harkins, Clerk

\_\_\_\_\_  
W. Carr Vincent

\_\_\_\_\_  
Clayton Kiesling



# UNION COUNTY SHERIFF'S OFFICE

Serving Union County Since 1894

**Effective Date:** STANDARDS AND PROCEDURES  
**Revised Date:**  
**Reviewed Date:**  
**Article:**

**Section:**  
**Chapter:**

## TRANSPORTATION OF PRISONERS

### GENERAL STANDARD

The Union County Sheriff's Office shall transport incarcerated persons in its custody to and from correctional facilities, medical and mental health appointments and Court appearances. Union County shall transport incarcerated persons in the custody of other entities only as provided in this Standard.

### REFERENCES

Op. N.M. Att'y Gen., Op. 00-02  
Op. N.M. Att'y General, Op. 85-03  
Op. N.M. Att'y General, Op. 68-21  
NMSA 1978, Sec. 33-3-3 *et seq.*  
*State v. Board of County Commissioners of San Juan County*, 39 N.M. 310, 46 P.2d 669 (1935)

### STANDARDS AND PROCEDURES

1. Inasmuch as Union County does not operate a County detention center, persons confined by the Sheriff of Union County are transported to a place of confinement in another County with whom Union County has a confinement agreement.
2. The Union County Sheriff shall transport persons confined by the Sheriff's Office to such place of confinement but may delegate the responsibility of transporting persons to a qualified independent contractor having a contract with Union County.
3. The Union County Sheriff's Department shall not transport persons confined by any municipality and charged with misdemeanor violations of a municipal ordinance to a place of confinement, either directly or through an independent contractor of the County. The applicable municipality has the responsibility of transporting such persons and making arrangements for housing at some place of confinement.
4. The Union County Sheriff's Office shall not pay the cost of housing persons (including transportation and the cost of medical or mental health care) charged with misdemeanor violations of municipal ordinances.
5. The Union County Sheriff's Office shall transport incarcerated persons in the custody of the Clayton Police Department who are charged with offenses under New Mexico State law only after such persons are arraigned *and* following delivery of the person to a County detention facility having a confinement agreement with Union County. The Union County Sheriff's Department shall not transport, or pay for, incarcerated persons charged with state offenses prior to arraignment and prior to delivery to a detention facility having a confinement agreement with Union County.
6. The Union County Sheriff's Department shall transport incarcerated persons to and from a detention center under a transport order issued by the District Court.



# **UNION COUNTY SHERIFF'S OFFICE**

Serving Union County Since 1894

**Effective Date:**

**STANDARDS AND PROCEDURES**

**Section:**

**Revised Date:**

**Chapter:**

**Reviewed Date:**

**Article:**

## **TRANSPORTATION OF PRISONERS**

7. The Union County Sheriff's Office shall transport persons arrested by the Probation and Parole Department of the State of New Mexico to and from a detention center having a confinement agreement with Union County.

8. The Union County Sheriff's Office may transport incarcerated persons in the custody of other law enforcement agencies only if personnel and equipment are available to make the transport; the entity whose prisoner is being transported shall pay all the actual costs of the transport and the costs of prisoner care within thirty (30) days of the transport.

9. This procedure is to be used in conjunction with Union County Sheriff's Office standards, orders, values and other relevant policies and procedures.



**UNION COUNTY, NEW MEXICO COMMISSIONS DECLARATION OF VACATION ALL OF HAYDEN  
BLOCK 2 INCLUDING ALLEY, LOTS 1-6 HAYDEN BLOCK 7 INCLUDING ALLEY BETWEEN LOTS,  
AND THE UNDEVELOPED PORTION OF COMMERCIAL AVENUE EAST OF BLOCK 2 AND EAST OF  
LOTS 1-3-5 OF BLOCK 7 IN THE ORIGINAL TOWNSITE OF HAYDEN, NEW MEXICO.**

Application for Vacation all of Block 2 Hayden Subdivision including the alley, Lots 1-6 Block 7 Hayden Subdivision including the alley between these lots, and the undeveloped portion of Commercial Avenue east of Block 2 Hayden Subdivision and Lots 1-3-5 of Block 7 Hayden Subdivision to the original Townsite of Hayden, Union County, New Mexico having been filed by Patricia Perschbacher and the Board of Union County Commissioners being satisfied that Mrs. Perschbacher is the sole property owner of property in Block 2 Hayden Subdivision, Lots 1-6 Block 7 Hayden Subdivision and property on both sides of undeveloped Commercial Street east of Block 2 Hayden Subdivision and Lots 1-3-5 Hayden Subdivision and further finding the alley platted in said Block 2 Hayden Subdivision and between Lots 1-6 Block 7 Hayden Subdivision as well as the portion of Commercial Avenue east of Block 2 and Lots 1-3-5 Block 7 of Hayden Subdivision has never been cut and is not required for maintenance or construction of any utility lines or otherwise by the County or any adjacent land owner and that granting the closure will not impair any persons rights or ownership interest in connection with their property,

NOW THEREFORE the Union County Commissioners upon motion and unanimous vote declare:

1. The all of Block 2 Hayden Subdivision including alley, Lots 1-6 Block 7 Hayden Subdivision including alley between lots, and undeveloped portion of Commercial Avenue east of Block 2 and Lots 1-3-5 Block 7 Hayden Subdivision in the original Townsite of Hayden, Union County, New Mexico is not needed and its vacation will not adversely affect the interest of persons on contiguous land or persons within the subdivision, and the alley shown on the plat of Block 2 and Lots 1-6 Block 7 Hayden Subdivision in Townsite of Hayden and the undeveloped portion of Commercial Avenue east of Block 2 and Lots 1-3-5 Block 7 Hayden Subdivision are hereby vacated. The land comprising said alley and street revert in equal proportions to the adjoining lot owners upon recording of this order. The Union County Clerk shall make a notation on the plat of the original Townsite of Hayden maintained in the Office of the Clerk of Union County, New Mexico memorializing this action.

DONE THIS 10<sup>TH</sup> DAY OF NOVEMBER, 2020.

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Justin Bennett, Chair

---

Attested: Mary Lou Harkins, Clerk



OUTSTANDING INVOICES

INVC#	Name	Description	Line Item	PO#	Amount
G-10232001	AAA FIREPRO OF NEW MEXICO INC	INV#G-10232001 VALVE/GAUGES	410532081	27580	640.78
640.78	TOTS				
	PAID				
640.78	BAL				
11/01/2020	ADRIANO MAYNES	PHYSICAL ASSESSMENT CNM LEA	401082010	27600	111.00
111.00	TOTS				
	PAID				
111.00	BAL				
11022020	AMISTAD ASSOCIATION, INC	REPAIRS TO WELL	409492012	27126	1500.00
1500.00	TOTS				
	PAID				
1500.00	BAL				
11012020	ANDREW FRANCO	PHYSICAL ASSESSMENT CNM LEA 100%	401082010	27437	111.00
111.00	TOTS				
	PAID				
111.00	BAL				
3000781933	ARAMARK	INV#3000781933 MONTHLY RUG SVC	401032046	27621	139.85
139.85	TOTS				
	PAID				
139.85	BAL				
317 S. VAN BUREN					
AMARILLO TX 79105					
72961	ARTESIA FIRE EQUIPMENT INC.	INV#72961 PAC TRAC Z MOUNT KIT	408452081	27578	531.80
531.80	TOTS				
	PAID				
531.80	BAL				
P.O. BOX 1367					
ARTESIA NM 88210					
73049	ARTESIA FIRE EQUIPMENT INC.	INV#73049 PAC P/N - PAC TOOL	408452081	27610	61.00
61.00	TOTS				
	PAID				
61.00	BAL				
P.O. BOX 1367					
ARTESIA NM 88210					
10262020	AT&T MOBILITY	INV#287270698441X10262020 DWI	426752076	27488	32.81
65.62	TOTS				
	PAID				
65.62	BAL				
P.O. BOX 6463					
CAROL STREAM IL 60197 6463					
20201026	AT&T MOBILITY	INV#287282335485X10262020 UCSD	401082007	27488	32.81
490.15	TOTS				
	PAID				
490.15	BAL				
P.O. BOX 6463					
CAROL STREAM IL 60197 6463					
11022020	BACA VALLEY TELEPHONE CO.	FOLSOM EMS NOC #2158	414672076	27469	75.00
1354.46	TOTS				
	PAID				
1354.46	BAL				
P.O. BOX 67					
DES MOINES NM 88418					
FOLSOM EMS NOC #2158					
PANIC BUTTON #1966					
GREENVILLE FD PHONE/NOC #507					
CAPULIN FD PHONE/NET/NOC #122					
SHERIFF DEPT SUBSTATION #5184					
SUBSTATION EM MGR #5184					
LONG CANYON ROAD TOWER #4496					
EMAIL HOSTING #2159					
TOWER LEASE #2159					
CAP EMS ANNUAL TOWER LEASE #3431					
FOLSOM EMS TOWER LEASE #649					

OUTSTANDING INVOICES

INVC#	Name	Description	Line Item	PO#	Amount
20-CL18848	BENNETTS LLC	INV#20-CL18848 CYLINDER RENTAL	414662076	27458	21.70
21.70	TOT\$				
21.70	PAID				
21.70	P.O. BOX 27				
21.70	BAL				
21.70	RATON NM 87740				
11062020	BILLY LUTES	2020 GENERAL ELECTION POLL WORK	401052030	27650	267.90
267.90	TOT\$				
267.90	PAID				
267.90	505 SEDAN HWY				
267.90	BAL				
267.90	SEDAN NM 88436				
19080103	BLUE RAVEN SERVICES	INV#19080103 INMATE TRANSPORT	424772307	27492	495.00
495.00	TOT\$				
495.00	PAID				
495.00	590 PROSPECTOR TRAIL				
495.00	BAL				
495.00	DAHLONEGA GA 30533				
19080112	BLUE RAVEN SERVICES	INV#19080112 INMATE TRANSPORT	424772307	27492	495.00
495.00	TOT\$				
495.00	PAID				
495.00	590 PROSPECTOR TRAIL				
495.00	BAL				
495.00	DAHLONEGA GA 30533				
19080114	BLUE RAVEN SERVICES	INV#19080114 INMATE TRANSPORT	424772307	27492	702.80
702.80	TOT\$				
702.80	PAID				
702.80	590 PROSPECTOR TRAIL				
702.80	BAL				
702.80	DAHLONEGA GA 30533				
11062020	BONNIE DONNELLY	2020 GENERAL ELECTION POLL WORK	401052030	27647	269.05
269.05	TOT\$				
269.05	PAID				
269.05	P.O. BOX 113				
269.05	BAL				
269.05	GRENVILLE NM 88424				
96324	BRADLEY SUPPLY	INV#96324 SUPPLY	410532076	27493	114.95
114.95	TOT\$				
114.95	PAID				
114.95	102 S. FRONT				
114.95	BAL				
114.95	CLAYTON NM 88415				
98378	BRADLEY SUPPLY	INV#98378 PANELS/HITCH PIN	415682076	27493	254.99
254.99	TOT\$				
254.99	PAID				
254.99	102 S. FRONT				
254.99	BAL				
254.99	CLAYTON NM 88415				
721434	BRUCKNERS TRUCK SALES AMARILLO	INV#721434 SWITCH	402252012	27494	25.04
25.04	TOT\$				
25.04	PAID				
25.04	CORPORATE BILLING LLC				
25.04	BAL				
25.04	DEPT 100 P.O. BOX 830604				
25.04	BIRMGHAM AL 35283				
721228	BRUCKNERS TRUCK SALES AMARILLO	INV#721228 BELT	402252012	27494	60.00
60.00	TOT\$				
60.00	PAID				
60.00	CORPORATE BILLING LLC				
60.00	BAL				
60.00	DEPT 100 P.O. BOX 830604				
60.00	BIRMGHAM AL 35283				
A20115227	BURNS DO-IT CENTER	INV#A20115227 SUPPLY	401032012	27443	27.99
27.99	TOT\$				
27.99	PAID				
27.99	300 N 2ND STREET				
27.99	BAL				
27.99	TEXLINE TX 79087				
11062020	CARLA TAYLOR	2020 GENERAL ELECTION POLL WORK	401052030	27640	295.00
295.00	TOT\$				
295.00	PAID				
295.00	15 MORMON ROUTE				

OUTSTANDING INVOICES

INVC#	Name	Description	Line Item	PO#	Amount
295.00	BAL CLAYTON NM 88415				
11062020	CARLOS L FERNANDEZ	2020 GENERAL ELECTION POLL WORK	401052030	27648	266.75
266.75	TOT\$				
266.75	PAID P.O. BOX 4				
266.75	BAL DES MOINES NM 88418				
27607	CDL TIRE AND AUTO	INV#27607 VENT LINE REPAIR	410532012	27607	920.19
920.19	TOT\$				
920.19	PAID 1889 S. WEST AVE				
920.19	BAL CLAYTON NM 88415				
11062020	CHERYL PERSCHBACHER	2020 GENERAL ELECTION TRAINING	401052030	27656	30.00
30.00	TOT\$				
30.00	PAID 234 PERSCHBACHER RD				
30.00	BAL AMISTAD NM 88410				
11062020	CHRISTY BAIRD	2020 GENERAL ELECTION POLL WORK	401052030	27636	305.00
305.00	TOT\$				
305.00	PAID 416 WALNUT ST.				
305.00	BAL CLAYTON NM 88415				
101420	CLINT D HARDEN & ASSOCIATES	INV#101420 LOBBY SERVICES	401012101	27504	1078.75
1078.75	TOT\$				
1078.75	PAID 1348 CR H				
1078.75	BAL CLOVIS NM 88101				
163701.25	COLT BUILDERS INC.	INV#4 KISER RENOVATION	607982028	27529	163701.25
163701.25	TOT\$	GRANT E-2783			
163701.25	PAID 5304 RATON HIGHWAY				
163701.25	BAL DES MOINES NM 88415				
1216	CRAFTY GIRL CREATIONS	INV#1216 ELECTION SHIRTS	401052019	27617	63.64
63.64	TOT\$				
63.64	PAID P.O. BOX 1				
63.64	BAL CLAYTON NM 88415				
11182020	CURTIS SKAGGS	ADV ROADSIDE IMPAIRED DRIVING	401082010	27631	161.60
161.60	TOT\$	ENFORCEMENT 80%			
161.60	PAID 200 WILSON ST				
161.60	BAL CLAYTON NM 88415				
11202020	CURTIS SKAGGS	ADV ROADSIDE IMPAIRED DRIVING	401082010	27631	40.40
40.40	TOT\$	ENFORCEMENT 20%			
40.40	PAID 200 WILSON ST				
40.40	BAL CLAYTON NM 88415				
SI496638	DLT SOLUTIONS, LLC.	INV#SI496638 AUTOCAD TRAINING	401062010	27592	1225.00
1225.00	TOT\$				
1225.00	PAID P.O. BOX 743359				
1225.00	BAL ALANTA GA 30374 3359				
11062020	DONNA KIMBLE	2020 GENERAL ELECTION POLL WORK	401052030	27637	295.00
295.00	TOT\$				
295.00	PAID 9 JENKINS RD.				
295.00	BAL CLAYTON NM 88415				
11062020	DONNA WILLIAMS	2020 GENERAL ELECTION POLL WORK	401052030	27644	220.00
220.00	TOT\$				
220.00	BAL CLAYTON NM 88415				

OUTSTANDING INVOICES

INVC#	Name	Description	Line Item	PO#	Amount
220.00	TOT\$				
PAID	23 JENKINS RD				
BAL	CLAYTON NM 88415				
141.58	TOT\$				141.58
PAID	DR. CLED CLICK			27625	
BAL	315 NORTH 3RD AVE.	ACCT#3614 A. MAYNES LEA EYE EXAM 401082010			
141.58	TOT\$				141.58
PAID	CLAYTON NM 88415				
52.28	TOT\$				52.28
PAID	HOLLIE CRUZ	REIMBURSEMENT TO REPLACE REMOTE 401032013		27628	
BAL	317 COURT ST				
52.28	TOT\$				52.28
PAID	CLAYTON NM 88415				
345.00	TOT\$				345.00
PAID	HOLLIE CRUZ	2020 GENERAL ELECTION POLL WORK 401052030		27639	
BAL	317 COURT ST				
345.00	TOT\$				345.00
PAID	CLAYTON NM 88415				
B1-368128765	HUGHESNET NETWORK SYSTEMS LLC	INV#B1-368128765 INTERNET 410532025		27464	140.68
140.68	TOT\$				140.68
PAID	11717 EXPLORATION LANE				
BAL	GERMANTOWN MD 20876				
140.68	TOT\$				140.68
PAID	ILENE TAYLOR	2020 GENERAL ELECTION POLL WORK 401052030		27641	
BAL	P.O. BOX 631				
230.00	TOT\$				230.00
PAID	CLAYTON NM 88415				
230.00	TOT\$				230.00
PAID	J & H SUPPLY	INV#112232 ROAD SIGNS 402252129		27556	527.65
BAL	2132 OZUNA N E				
527.65	TOT\$				527.65
PAID	ALBUQUERQUE NM 87113				
527.65	TOT\$				527.65
PAID	JAMES LOBB	REIMBURSEMENT ON FINGER PRINT 401082010		27624	8.30
BAL	1 OREGON TRAIL				
8.30	TOT\$				8.30
PAID	CLAYTON NM 88415				
8.30	TOT\$				8.30
PAID	JOSEPHINE TALLEY	2020 GENERAL ELECTION POLL WORK 401052030		27642	220.00
BAL	302 OAK ST				
220.00	TOT\$				220.00
PAID	CLAYTON NM 88415				
220.00	TOT\$				220.00
PAID	JOSEPHINE TALLEY	2020 GENERAL ELECTION POLL WORK 401052030		27642	50.00
BAL	302 OAK ST				
50.00	TOT\$				50.00
PAID	CLAYTON NM 88415				
50.00	TOT\$				50.00
PAID	JOYCE K. MONTOKA	2020 GENERAL ELECTION POLL WORK 401052030		27643	270.00
BAL	208 CEDAR ST				
270.00	TOT\$				270.00
PAID	CLAYTON NM 88415				
270.00	TOT\$				270.00
PAID	KAUFMAN'S WEST	INV#4585LA BOOTS/PATCHES/POLO'S 401082128		27597	382.69
BAL	1660 EUBANK BLVD. NE	INV#4585LA CAP/LIGHT/FL HOLDER 401082128		27597	614.00
1826.19	TOT\$				1826.19
PAID	ALBUQUERQUE NM 87112	INV#4585LA PATCHES 401082128		27597	829.50
1826.19	TOT\$				1826.19
PAID					

OUTSTANDING INVOICES

INVC#	Name	Description	Line Item	PO#	Amount
11062020	LAURA GRIGGS	2020 GENERAL ELECTION POLL WORK	401052030	27655	265.60
265.60	TOT\$ PAID				
119.76	119 ZURICK RD				
119.76	CLAYTON NM 88415				
9307929312	LAWSON PRODUCTS, INC.	INV#9307929312 BRAKE KLEAN/HEX	402252076	27496	119.76
119.76	TOT\$ PAID				
119.76	PO BOX 809401				
119.76	CHICAGO IL 60680 9401				
11062020	LORI J. CRUZ	2020 GENERAL ELECTION POLL WORK	401052030	27645	351.50
351.50	TOT\$ PAID				
351.50	48 RIATA RD				
351.50	DES MOINES NM 88418				
11062020	LORRAINE ELLIS	2020 GENERAL ELECTION POLL WORK	401052030	27654	189.60
189.60	TOT\$ PAID				
189.60	405 NILE RD.				
189.60	AMISTAD NM 88410				
11062020	MARLA JEAN NEWKIRK	2020 GENERAL ELECTION POLL WORK	401052030	27646	303.55
303.55	TOT\$ PAID				
303.55	154 OAK CANYON RD				
303.55	FOLSOM NM 88419				
11062020	MARY ELLEN LUTES	2020 GENERAL ELECTION POLL WORK	401052030	27649	277.90
277.90	TOT\$ PAID				
277.90	505 SEDAN HWY				
277.90	SEDAN NM 88436				
MM1139276	MAS MODERN MARKETING	INV#MM1139276 PENS	426752076	27588	440.24
440.24	TOT\$ PAID				
440.24	2301 N CENTRAL EXPWY STE 250				
440.24	PLANO TX 75075				
MM1139293	MAS MODERN MARKETING	INV#MM1139293 SMILING MOOD DUDES	426752076	27588	1635.73
1635.73	TOT\$ PAID				
1635.73	2301 N CENTRAL EXPWY STE 250				
1635.73	PLANO TX 75075				
2798607	MAYFIELD PAPER COMPANY	INV#2798607 JANITOR SUPPLY	401032046	27505	116.73
189.53	TOT\$ PAID				
189.53	BOX 3889				
189.53	SAN ANGELO TX 76902				
27505	INV#2798607 COPY PAPER (2)		401052019	27505	72.80
9220-65642	MC CLURES BIG J PARTS	INV#9220-65642 PARTS	408452012	27446	32.99
32.99	TOT\$ PAID				
32.99	P.O. BOX 94				
32.99	CLAYTON NM 88415				
9220-65660	MC CLURES BIG J PARTS	INV#9220-65660 PARTS	402252012	27446	162.57
162.57	TOT\$ PAID				
162.57	P.O. BOX 94				
162.57	CLAYTON NM 88415				
9220-65661	MC CLURES BIG J PARTS	INV#9220-65661 CREDIT	402252012	27446	27.21-
27.21-	TOT\$ PAID				
27.21-	P.O. BOX 94				

OUTSTANDING INVOICES

INVC#	INVC#	Name	Description	Line Item	PO#	Amount
27.21-	BAL	CLAYTON NM 88415				
9220-65663	TOT\$	MC CLURES BIG J PARTS	INV#9220-65663 PARTS	402252012	27446	65.99
65.99	PAID	P.O. BOX 94				
65.99	BAL	CLAYTON NM 88415				
9220-65679	TOT\$	MC CLURES BIG J PARTS	INV#9220-65679 BAND CLAMP	402252012	27446	14.99
14.99	PAID	P.O. BOX 94				
14.99	BAL	CLAYTON NM 88415				
9220-65681	TOT\$	MC CLURES BIG J PARTS	INV#9220-65681 LUBE FILTER	402252012	27446	21.78
21.78	PAID	P.O. BOX 94				
21.78	BAL	CLAYTON NM 88415				
9220-65722	TOT\$	MC CLURES BIG J PARTS	INV#9220-65722 CLEANER/PARTS	402252012	27446	74.30
74.30	PAID	P.O. BOX 94				
74.30	BAL	CLAYTON NM 88415				
9220-65732	TOT\$	MC CLURES BIG J PARTS	INV#9220-65732 BRAKE CHAMBER	402252012	27446	53.39
53.39	PAID	P.O. BOX 94				
53.39	BAL	CLAYTON NM 88415				
9220-65767	TOT\$	MC CLURES BIG J PARTS	INV#9220-65767 BLADE/TUBING/EXT	402252012	27446	65.46
65.46	PAID	P.O. BOX 94				
65.46	BAL	CLAYTON NM 88415				
9220-65858	TOT\$	MC CLURES BIG J PARTS	INV#9220-65858 FUEL CYLINDER	402252012	27446	179.97
179.97	PAID	P.O. BOX 94				
179.97	BAL	CLAYTON NM 88415				
9220-65873	TOT\$	MC CLURES BIG J PARTS	INV#9220-65873 FILTER/COMB	402252012	27446	17.89
17.89	PAID	P.O. BOX 94				
17.89	BAL	CLAYTON NM 88415				
9220-65862	TOT\$	MC CLURES BIG J PARTS	INV#9220-65862 ANTIFREEZE	407412076	27483	7.69
7.69	PAID	P.O. BOX 94				
7.69	BAL	CLAYTON NM 88415				
10312020	TOT\$	MICHELLE N. CALLIS	REIMBURSEMENT ON PREVENTION	401082036	27630	106.21
106.21	PAID	27 MAYS RD				
106.21	BAL	CLAYTON NM 88415				
112182	TOT\$	NAPA AUTO PARTS	INV#112182 AIR HORN	410532081	27447	305.00
305.00	PAID	MAIN STREET AUTO PARTS				
305.00	BAL	CLAYTON NM 88415				
112215	TOT\$	NAPA AUTO PARTS	INV#112215 WIPER BLADES	401082011	27447	14.98





OUTSTANDING INVOICES

INVC#	Name	Description	Line Item	PO#	Amount
PAID 364.15	859 ROMERO RD NARA VISA NM 88430				
11012020	FTCI	ACCT#196023 PHONE SERVICE	410532025	27462	47.30
47.30	TOT\$				
PAID 47.30	P.O. BOX 1188 GUYMON OK 73942 1188				
11202238	QUILL CORPORATION	INV#11202238 WALL/DESK CALENDARS 406372009	27605	27605	73.96
73.96	TOT\$				
PAID 73.96	P.O. BOX 37600 PHILADELPHIA PA 19101 0600				
11600424	QUILL CORPORATION	INV#11600424 CANDY/BAGS	426752033	27605	41.49
41.49	TOT\$				
PAID 41.49	P.O. BOX 37600 PHILADELPHIA PA 19101 0600				
11573903	QUILL CORPORATION	INV#11573903 CANDY	426752033	27605	40.46
40.46	TOT\$				
PAID 40.46	P.O. BOX 37600 PHILADELPHIA PA 19101 0600				
B100285	R.W. ISAACS HARDWARE DRAWER J	INV#B100285 PAINT	401032012	27599	19.99
19.99	TOT\$				
PAID 19.99	CLAYTON NM 88415				
C162295	R.W. ISAACS HARDWARE DRAWER J	INV#C162295 OIL TRIMMER LINE	401032012	27599	34.77
34.77	TOT\$				
PAID 34.77	CLAYTON NM 88415				
B100328	R.W. ISAACS HARDWARE DRAWER J	INV#B100328 SEALANT	402252076	27599	25.98
25.98	TOT\$				
PAID 25.98	CLAYTON NM 88415				
B100400	R.W. ISAACS HARDWARE DRAWER J	INV#B100400 ENAMEL/PRIMER	402252076	27599	27.96
27.96	TOT\$				
PAID 27.96	CLAYTON NM 88415				
C162754	R.W. ISAACS HARDWARE DRAWER J	INV#C162754 DRAIN OPENER/PLUNGER	401032012	27599	16.98
16.98	TOT\$				
PAID 16.98	CLAYTON NM 88415				
C162792	R.W. ISAACS HARDWARE DRAWER J	INV#C162792 SPIRITS/BRUSH	402252076	27599	13.55
13.55	TOT\$				
PAID 13.55	CLAYTON NM 88415				
C162806	R.W. ISAACS HARDWARE DRAWER J	INV#C162806 ELBOW/TAPE	402252076	27599	10.27
10.27	TOT\$				
PAID 10.27	CLAYTON NM 88415				

OUTSTANDING INVOICES

INVC#	Name	Description	Line Item	PO#	Amount
C162847	R.W. ISAACS HARDWARE	INV#C162847 BATTERY	402252076	27599	10.99
10.99	DRAWER J				
10.99	CLAYTON NM 88415				
C162904	R.W. ISAACS HARDWARE	INV#C162904 BLU TAPE	402252076	27599	7.49
7.49	DRAWER J				
7.49	CLAYTON NM 88415				
C163584	R.W. ISAACS HARDWARE	INV#C163584 UTILITY PLIER	402252076	27599	14.99
14.99	DRAWER J				
14.99	CLAYTON NM 88415				
22102020	RANCH MARKET	SUPPLIES FOR PREVENTION EVENTS	426752076	26957	63.65
63.65	TOT\$				
63.65	PAID				
63.65	BAL				
5728-343279	RATON AMERICAN PARTS, INC.	INV#5728-343279 ANTIFREEZE	407412076	27539	45.38
45.38	TOT\$				
45.38	PAID				
45.38	BAL				
321807	RECORDS ACE HARDWARE	INV#321807 AUDIBLE GFI RECEIPT	407412076	27598	21.99
21.99	TOT\$				
21.99	PAID				
21.99	BAL				
11062020	RHONDA HOLMAN	2020 GENERAL ELECTION POLL WORK	401052030	27652	247.20
247.20	TOT\$				
247.20	PAID				
247.20	BAL				
11062020	RHONDA LEWIS	2020 GENERAL ELECTION POLL WORK	401052030	27638	295.00
295.00	TOT\$				
295.00	PAID				
295.00	BAL				
34190023	RICOH USA, INC	INV#34190023 COUNTY MGR LEASE	401022013	27468	149.32
343.20	TOT\$				
343.20	PAID				
343.20	BAL				
34190023	P.O. BOX 660342	INV#34190023 SHERIFF LEASE	401082013	27468	150.53
343.20	TOT\$				
343.20	PAID				
343.20	BAL				
34190023	DALLAS TX 75266	INV#34190023 SHERIFF PRINTER	401082013	27468	16.44
343.20	TOT\$				
343.20	PAID				
343.20	BAL				
34190023	DALLAS TX 75266	INV#34190023 TREASURER PRINTER	401072013	27468	26.91
343.20	TOT\$				
343.20	PAID				
343.20	BAL				
34187427	RICOH USA, INC	INV#34187427 ASSESSOR LEASE	499792013	27468	157.39
157.39	TOT\$				
157.39	PAID				
157.39	BAL				
34189325	RICOH USA, INC	INV#34189325 CLERK LEASE	401042013	27468	223.33
223.33	TOT\$				
223.33	PAID				
223.33	BAL				
5060734408	RICOH USA, INC	INV#5060734408 SHERIFF METER	401082009	27468	40.14
148.19	TOT\$				
148.19	PAID				
148.19	BAL				
5060734408	RICOH USA, INC	INV#5060734408 TREASURER METER	401072009	27468	71.52
148.19	TOT\$				
148.19	PAID				
148.19	BAL				

OUTSTANDING INVOICES

INVC#	INVC Name	Description	Line Item	PO#	Amount
PAID	P.O. BOX 660342	INV#5060734408 COUNTY MGR METER	401022009	27468	36.53
148.19	DALLAS TX 75266				
5060734738	RICOH USA, INC	INV#5060734738 CLERK METER	401042009	27468	96.03
96.03	TOT\$				
PAID	P.O. BOX 660342	INV#5060735002 ASSESSOR METER	499792009	27468	19.09
96.03	DALLAS TX 75266				
5060735002	RICOH USA, INC	2020 GENERAL ELECTION TRANSLATOR	401052030	27657	550.00
19.09	TOT\$				
PAID	P.O. BOX 660342				
19.09	DALLAS TX 75266				
11062020	RITA CHAPARRO	2020 GENERAL ELECTION POLL WORK	401052030	27651	261.00
550.00	TOT\$				
PAID	1723 THOMAS HWY				
550.00	CLAYTON NM 88415				
11062020	ROBBIE D. COBLE	INV#3021075150 RELAY SWITCH	402252076	27658	180.00
261.00	TOT\$				
PAID	786 STEAD RD				
261.00	CLAYTON NM 88415				
3021075150	RUSH TRUCK CENTER	INV#100667 GPS ANKLE MONITORING	425782307	27454	916.95
180.00	TOT\$				
PAID	P.O. BOX 526				
180.00	AMARILLO TX 79105				
100667	SENTINEL OFFENDER SERVICES	INV#3045 OIL	401082011	27486	21.30
916.95	TOT\$				
PAID	190 NORTH HANCOCK ST., STE 103				
916.95	ANAHEIM CA 92807				
3045	SIX-M TIRE AND SERVICE				
21.30	TOT\$				
PAID	1 LINCOLN ST				
21.30	CLAYTON NM 88415				
110102020	SOUTHWESTERN ELECTRIC	CAPULIN FIRE	407412025	27463	95.80
1581.01	TOT\$				
PAID	BOX 369	CAPULIN EMS	407412025	27463	56.72
1581.01	CLAYTON NM 88415	REFD KENTON STATION	410532025	27463	139.08
		GRENVILLE FD	411572025	27463	81.06
		REFD SENECA STATION	410532025	27463	68.42
		SEDAN FD SCHOOL WELL	408452025	27463	65.06
		SEDAN FD	408452025	27463	235.83
		SEDAN FD N OF PODZEMNY HOUSE	408452025	27463	82.70
		SEDAN FD THOMAS STATION	408452025	27463	121.18
		AMISTAD HAYDEN FD AG SHOP	409492025	27463	271.90
		REFD S OF J GILBERTS	410532025	27463	71.31
		REFD MAIN STATION	410532025	27463	107.40
		AMISTAD HAYDEN FD WELL	409492025	27463	57.04
		SHERIFF SUBSTATION	401032025	27463	127.51
10232020	STERLIN DESMARE	DWI PREVENTION NIGHT DES MOINES	426752010	27635	51.75
51.75	TOT\$				
PAID	307 LOCUST ST				
51.75	CLAYTON NM 88415				

OUTSTANDING INVOICES

INVC#	Name	Description	Line Item	PO#	Amount
8747	SWAGERTY TRADING CO.	INV#8747 SUPPLIES	402252076	27459	748.75
748.75	TOT\$				
	PAID				
748.75	BOX 88				
	CLAYTON NM 88415				
207917	TEXAS REFINERY CORP	INV#207917 OIL DRUMS	402252076	27502	2608.27
2608.27	TOT\$				
	PAID				
2608.27	P.O. BOX 711				
	FORT WORTH TX 76101				
208105	TEXAS REFINERY CORP	INV#92601 UNIVERSAL TORQUE FLUID 402252076		27502	1271.82
1271.82	TOT\$				
	PAID				
1271.82	P.O. BOX 711				
	FORT WORTH TX 76101				
242923B	THE SUPPLY CACHE	INV#242923B PARTICLE MASKS	410532081	27560	52.50
52.50	TOT\$				
	PAID				
52.50	1980 CARIBOU DRIVE				
	FORT COLLINS CO 80525				
4876	THE TIRE SHOP	INV#4876 TIRE REPAIR	401082011	27439	13.91
13.91	TOT\$				
	PAID				
13.91	115 S. FRONT ST				
	CLAYTON NM 88415				
126	TOMMY'S SNOWPLOWING SERVICES	INV#126 SNOW REMOVAL	401032024	27633	540.63
540.63	TOT\$				
	PAID				
540.63	P.O. BOX 147				
	CLAYTON NM 88415				
10272020	TOWN OF CLAYTON	ROAD DEPT	402252025	27461	86.16
1080.14	TOT\$	SHERIFF DEPT ARMORY	605932025	27461	115.44
	PAID	COURTHOUSE	401032025	27461	747.73
1080.14	1 CHESTNUT	ANNEX	401032025		82.41
	CLAYTON NM 88415	OLD REFD BUILDING	401032025		48.40
68055	TRI-STATE RECYCLING LLC	INV#68055 DUMPSTER SVC REFD OCT	410532076	27466	57.82
57.82	TOT\$				
	PAID				
57.82	P.O. BOX 235				
	TEXLINE TX 79087				
67740	TRI-STATE RECYCLING LLC	INV#67740 DUMPSTER SVC GFD OCT	411572076	27466	280.50
280.50	TOT\$				
	PAID				
280.50	P.O. BOX 235				
	TEXLINE TX 79087				
15:51.8	TRIADIC	INV#15:51.8 NETWORKING	401022013	27455	1245.70
3883.56	TOT\$	INV#15:51.8 NETWORKING	401062013	27455	1318.93
	PAID	INV#15:51.8 NETWORKING	401072013	27455	1318.93
3883.56	DEMING NM 88031 0471				
870739	UNION COUNTY GENERAL HOSPITAL	ACCT#870739 LEA LAB WORK WAYNES 401082010		27525	586.72
586.72	TOT\$				
	PAID				
586.72	P.O. BOX 489				
	CLAYTON NM 88515				
42896	UNION COUNTY LEADER	INV#42896 REPEAL ORDINANCE	401022008	27618	49.26

OUTSTANDING INVOICES

INVC#	Name	Description	Line Item	PO#	Amount
49.26	TOT\$				
	PAID				
49.26	BAL				
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42888	UNION COUNTY LEADER	INV#42888 WEEKLY VOTE AD	401052008	27594	64.88
64.88	TOT\$				
	PAID				
64.88	BAL				
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42903	UNION COUNTY LEADER	INV#42903 WEEKLY VOTE AD	401052008	27594	64.88
64.88	TOT\$				
	PAID				
64.88	BAL				
-----					
42916	UNION COUNTY LEADER	INV#42916 WEEKLY VOTE AD	401052008	27594	64.88
64.88	TOT\$				
	PAID				
64.88	BAL				
-----					
42954	UNION COUNTY LEADER	INV#42954GEN ELECTION AD/SPANISH	401052008	27594	114.95
114.95	TOT\$				
	PAID				
114.95	BAL				
-----					
42986	UNION COUNTY LEADER	INV#42986 THANK YOU AD	401052008	27594	76.64
76.64	TOT\$				
	PAID				
76.64	BAL				
-----					
42947	UNION COUNTY LEADER	INV#42947 VOTER GUIDE AD	401052008	27594	64.88
64.88	TOT\$				
	PAID				
64.88	BAL				
-----					
42925	UNION COUNTY LEADER	INV#42925 SAMPLE BALLET AD	401052008	27594	102.18
102.18	TOT\$				
	PAID				
102.18	BAL				
-----					
42951	UNION COUNTY LEADER	INV#42951 NOTICE OF ELECTION	401052008	27594	102.18
102.18	TOT\$				
	PAID				
102.18	BAL				
-----					
42973	UNION COUNTY LEADER	INV#42973 ELECTION AD	401052008	27594	282.00
282.00	TOT\$				
	PAID				
282.00	BAL				
-----					
42962	UNION COUNTY LEADER	INV#42962 ELECTION AD	401052008	27594	1176.06
1176.06	TOT\$				
	PAID				
1176.06	BAL				
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42971	UNION COUNTY LEADER	INV#42971 EMPLOYMENT AD	401022008	27618	34.06
34.06	TOT\$				
	PAID				
34.06	BAL				



OUTSTANDING INVOICES

INVC#	Name	Description	Line Item	PO#	Amount
257.88-	BAL	DALLAS TX 75284 2116			
PS060095237	WARREN CAT	INV#PS060095237 FILTERS/ELEMENTS 402252076			
509.30	TOT\$			27445	509.30
509.30	PAID				
509.30	BAL	PO BOX 842116			
		DALLAS TX 75284 2116			
68356402	WEX BANK	INV#68356402 ASSESSOR FUEL	499792011	27523	32.00
10742.10	TOT\$	INV#68356402 EMERGENCY MGR FUEL	500812076	27523	100.70
10742.10	PAID	INV#68356402 GREENVILLE FD FUEL	411572076	27523	134.21
		INV#68356402 ROAD DEPT FUEL	402252044	27523	7751.99
10742.10	BAL	INV#68356402 SHERIFF DEPT FUEL	401082011	27523	2374.03
		INV#68356402 REFD FUEL	410532076	27523	203.72
		INV#68356402 CAPULIN EMS FUEL	412612076	27523	61.56
		INV#68356402 FIRE COORD FUEL	415682076	27523	83.89
20-482	WHITE SANDS DRUG & ALCOHOL COMP.	INV#20-482 CDL DRUG SCREENING	402252076	27549	274.02
274.02	TOT\$				
274.02	PAID	1110 WASHINGTON AVE			
		ALAMOGORDO NM 88310			
1845	WINGO TIRE	INV#1845 TIRE/RIM	411572076	27603	940.16
940.16	TOT\$				
940.16	PAID	P.O. BOX 112			
		DES MOINES NM 88418			
200904	2-U MOBILE TESTING	INV#200904 HOSE TESTING	411572076	27585	1050.64
1050.64	TOT\$				
1050.64	PAID	3551 CR 12			
		MELROSE NM 88124			
201001	2-U MOBILE TESTING	INV#201001 HOSE TESTING	408452076	27585	3884.44
3884.44	TOT\$				
3884.44	PAID	3551 CR 12			
		MELROSE NM 88124			
200901	2-U MOBILE TESTING	INV#200901 HOSE TESTING	409492076	27585	496.13
496.13	TOT\$				
496.13	PAID	3551 CR 12			
		MELROSE NM 88124			

\*\*\*TOTAL INVOICING\*\*\* 265356.54