

A G E N D A
CITY OF AZTEC
CITY COMMISSION WORKSHOP
February 14, 2017
201 W. Chaco, City Hall
5:00 p.m.

5:00-6:00 p.m.

Commission Policies and Procedures

ATTENTION PERSONS WITH DISABILITIES: The meeting room and facilities are fully accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office at 334-7600 prior to the meeting so that arrangements can be made.

Note: A final agenda will be posted 72 hours prior to the meeting. Copies of the agenda may be obtained from City Hall, 201 W. Chaco, Aztec, NM 87410.

A G E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
February 14, 2017
201 W. Chaco, City Hall
6:00 p.m.

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. AGENDA APPROVAL

VI. CITIZEN RECOGNITION

VII. EMPLOYEE RECOGNITION

VIII. CONSENT AGENDA

- A. Commission Workshop Meeting Minutes, January 24, 2017
- B. Commission Meeting Minutes, January 24, 2017
- C. Travel Requests
- D. Resolution 2017-1037 BLM East Aztec Arterial Land Acquisition
- E. CDWI FY17 Grant Application
- F. FY17 Youth Conservation Corps Services Agreement
- G. Resolution 2017-1038 Surplus

Items placed on the Consent Agenda will be voted on with one motion. If any item proposed does not meet the approval of all Commissioners, a Commissioner may request that the item be heard under "Items from Consent Agenda"

IX. ITEMS FROM CONSENT AGENDA

X. CITIZENS INPUT (3 Minutes Maximum)

(Citizens who wish to speak will sign up prior to the meeting. This is for items not otherwise listed on the agenda)

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Note: A final agenda will be posted 72 hours prior to the meeting. Copies of the agenda may be obtained from City Hall, 201 W. Chaco, Aztec, NM 87410.

XI. BUSINESS ITEMS

- A. Final Adoption of Ordinance 2017-454 Amending Chapter 17, Section 17-3
Safety Policy

XII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XIII. DEPARTMENT REPORTS

(When this item is announced, all Department Heads who wish to give a report will move to the podium)

XIV. ADJOURNMENT

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Note: A final agenda will be posted 72 hours prior to the meeting. Copies of the agenda may be obtained from City Hall, 201 W. Chaco, Aztec, NM 87410.

1 CITY OF AZTEC
2 WORKSHOP MEETING MINUTES
3 January 24, 2017
4

5 **I. CALL TO ORDER**

6 Mayor Burbridge called the Workshop to order at 5:00 pm at the Aztec
7 City Commission Room, City Hall, 201 W. Chaco, Aztec, NM.
8

9 MEMBERS PRESENT: Mayor Sally Burbridge; Mayor Pro-Tem Sipe;
10 Commissioner, Austin Randall; Commissioner,
11 Katee McClure; Commissioner Sheri Rogers
12

13 MEMBERS ABSENT: None
14

15 OTHERS PRESENT: City Manager Josh Ray; Community
16 Development Director Steven Saavedra; City
17 Attorney Larry Thrower; Project Manager, Ed
18 Kotyk; City Clerk, Karla Sayler
19

20 **A. Solid Waste Contract**
21

22 Josh mentioned that the City is currently working to secure our next Solid Waste
23 Contract. The City put out the RFP and received two proposals. City staff selected to
24 move forward with Transit Waste in an effort to develop a new contract for Solid Waste
25 Services. The City requested and Transit Waste provided, pricing for residential,
26 curbside, single stream recycling collection. If Commission decides to opt for curbside
27 recycling there will need to be decisions on what level customers will be required to
28 participate. If recycling is mandatory every customer will pay for the service and the rate
29 per month per customer is \$3.69 which will include one pickup per week.
30

31 The following is the proposal for recycling based on customer participation:
32

33	100 % Customer Participation	One pickup per week	\$3.69/month
34	50% Customer Participation	One pickup per week	\$4.50/month
35	30% Customer Participation	One pickup per week	\$5.50/month

36

37 Josh mentioned that the City currently operates a recycling facility adjacent to the
38 Parks and Recreation yard on Ash St. If Commission chooses to mandate 100% participation
39 with curbside recycling, then we will remove the recycling facility. If recycling is not an option a
40 single stream recycling container would be placed at the Parks and Recreation yard and would
41 also have a roll off dumpster that can be utilized.

42 Steve McCaffrey, Transit Waste spoke about the benefits of recycling and gave an
43 overview of the way the recycling program would work. Steve mentioned that they would do the
44 advertising for getting word out to the public. Josh mentioned that there will be another

1 workshop on this and at that time citizens can come in at voice their opinions whether for or
2 against the program.

3

4

5 **II. ADJOURMENT**

6

7 Moved by Mayor Burbridge to adjourn the meeting at 5:55 p.m.

8

9

10

11

12

13

14

Mayor, Sally Burbridge

15 ATTEST:

16

17

18 _____
Karla Sayler, City Clerk

19

20 MINUTES PREPARED BY:

21

22

23 _____
Karla Sayler, City Clerk

1 CITY OF AZTEC
2 COMMISSION MEETING MINUTES
3 January 24, 2017
4

5 **I. CALL TO ORDER**

6 Mayor Burbridge called the Meeting to order at 6:00 pm at the Aztec City
7 Commission Room, City Hall, 201 W. Chaco, Aztec, NM.
8

9 **II. INVOCATION**

10 The Invocation was lead by City Attorney Larry Thrower
11
12

13 **III. PLEDGE OF ALLEGIANCE**

14 The Pledge of Allegiance was led by General Services Director Steve Mueller
15
16

17 **IV. ROLL CALL**

18
19 Members Present: Mayor Sally Burbridge; Mayor Pro-Tem Sherri Sipe;
20 Commissioner Katee McClure; Commissioner Austin
21 Randall; Commissioner Sheri Rogers
22

23 Members Absent: None
24

25 Others Present: City Manager Joshua Ray; City Clerk Karla Sayler;
26 Project Manager Ed Kotyk (see attendance sheet)
27

28 **V. AGENDA APPROVAL**

29
30 MOVED by Commissioner Randall, SECONDED by Commissioner McClure to
31 Approve the Agenda as Presented
32
33

34 **VI. CITIZEN RECOGNITION**

35 None
36
37

38 **VII. EMPLOYEE RECOGNITION**

39 None
40
41

42 **VIII. CONSENT AGENDA**

43
44 MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Randall to
45 Approve the Consent Agenda with the Exception of Item C, Travel Requests and E,
46 Resolution 2017-1034 Title VI Plan

- 1 A. Commission Closed Session Meeting Minutes, December 19, 2016
- 2 B. Commission Meeting Minutes, December 20, 2016
- 3 C. PULLED
- 4 D. Intergovernmental Agreement with San Juan County for Detention Center
- 5 Services, Amendment Eight
- 6 E. PULLED
- 7 F. 2017-1033 Surplus

8
9
10 **X. ITEMS FROM CONSENT AGENDA**

11
12 C. Travel Requests

13
14 Mayor Pro Tem Sipe pulled item to mention that there are times that travel will
15 come up and will not be able to be presented to commission for approval and she feels
16 that travel is not being abused by staff. Mayor Pro-Tem has asked that the commission
17 take into consideration that when these circumstances arise it be okay to allow travel
18 before approval. Commissioner McClure mentioned that in travel resolution it mentions
19 that if commission cannot approve City Manager may approve travel requests.

20
21 MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner McClure to
22 Approve Employee/Public Official Travel Requests

23
24 All Voted Aye; Motion Passed Five to Zero

25
26 E. Resolution 2017-1034 Title VI Plan

27
28 Commissioner McClure pulled item due to typo on page 6 of the document
29 (Effectuation of Title VI Of The Civil Rights Act of 1964 not 9964).

30
31 MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Randall to
32 Approve Resolution 2017-1034 City of Aztec Title VI Program and Procedures
33 Document

34
35 All Voted Aye; Motion Passed Five to Zero

36
37 **XI. CITIZENS INPUT**

38
39 Eddie Chavez 911 El Sol, Aztec NM mentioned that the road he lives on is not on
40 the City's 10 year work plan. He would like to know what it would take to get this road
41 on the plan. Commission advised him to leave his phone number with the City Manager
42 and he would contact him.

43
44 **XII. BUSINESS ITEMS**

- 45 A. Resolution 2017-1035 Moratorium of Customer Generated Electricity

1
2 Josh mentioned that there have been a couple of solar projects that have
3 come before and approved by commission. One was with the Aztec Schools and
4 the other at McCoy Elementary. Ken George, Electric Director requested the city
5 place a moratorium on allowing customers to install and connect solar systems to
6 the City's power supply. He has questions that need to be answered before the
7 city can move forward with contracts until the rate study is completed. Aztec
8 Schools Superintendent Kirk Carpenter mentioned that a meeting should have
9 taken place with the City before this came before commission for approval. The
10 schools district is asking to be excluded from the moratorium and have asked
11 that they be included in the cost of service study. There was a 4th Whereas
12 added to resolution stating that the school district will be excluded from the
13 resolution and be allowed to move toward an agreement with the city to expand
14 the McCoy elementary school project up to 543 KW customer generation solar
15 project.

16
17 MOVED by Mayor Pro-Tem Sipe, SECONDED by Commissioner Rogers
18 to Approve Resolution 2017-1035 Establishing a Moratorium on Customer
19 Electric Generation with Amendments to Resolution

20
21 A Roll Call Was Taken; All Voted Aye; Motion Passed 5-0

22
23 **XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS**

24
25 Josh Ray introduced Mike Mestas new Emergency Manager with San Juan
26 County.

27
28 Mayor Burbridge mentioned there will be an executive board meeting tomorrow
29 morning for 4CED. Mayor Burbridge gave an update on the EDAB meeting. She
30 mentioned that there was not a quorum but mentioned that Warren Unsicker, 4CED
31 Director and CEO was in attendance and there were good discussions on items not on
32 the agenda. The Mayor mentioned that she attended a conference call with Josh and
33 Steven Saavadra with Oppsites which is a social media site for Cities and Developers
34 who are looking for locations to develop.

35
36 Mayor Pro-Tem Sipe mentioned that she was not at the EDAB meeting. She has
37 MPO and NWNM Seniors Executive meeting on Thursday. She mentioned that the
38 Senior Center is still accepting donations for socks for seniors.

39

1 Commissioner Randall mentioned that he attended the Lodger's Tax meeting
2 and there was no quorum.

3
4 Commissioner McClure mentioned that she attended a Library Board Meeting.

5
6 Larry Thrower will be out of the office next week Wednesday thru Friday for
7 training in Albuquerque.

8
9 **XIV. DEPARTMENT REPORTS**

10
11 Steven Saavedra, Community Development Director mentioned that the City
12 needs to consider updating the Zoning Codes. He mentioned that he will be working on
13 this within this year and asked that Commission reach out to individuals to find out the
14 needs of the community are and what they would like to see within the community. He
15 mentioned that there he will hold public meetings to get input. He also mentioned that
16 along with a zoning code we should have a comprehensive plan as well.

17
18 Cindy Iacovetto, Community Center Director mentioned that the Thursday night
19 there is a community dance and mentioned that Steamers and Dreamers event will be
20 February 18, 2017 at the Center. Cindy thanked the City Manager for donating a bed to
21 a senior in need.

22
23 **XV. ADJOURMENT**

24
25 Moved by Mayor Burbridge, SECONDED by Mayor Pro-Tem Sipe to adjourn the
26 meeting at 6:43 p.m.

27
28 _____
Mayor, Sally Burbridge

29 ATTEST:

30 _____
31 Karla Saylor, City Clerk

32
33 MINUTES PREPARED BY

34
35 _____
36 Karla Saylor, City Clerk

Staff Summary Report

MEETING DATE: February 14, 2017
AGENDA ITEM: VIII. CONSENT AGENDA (C)
AGENDA TITLE: Travel Requests

ACTION REQUESTED BY: Finance Staff
ACTION REQUESTED: Approval of Employee/Public Official Travel Requests
SUMMARY BY: Administration, Finance, Public Works and Courts

PROJECT DESCRIPTION / FACTS (Leading Department)

- Resolution 2003-603 identifies the requirement for employee/public official travel requests to be pre-approved by the commission. All travel requests will be submitted to the commission for approval prior to the travel occurring except in unusual circumstances when the City Manager may approve as provided in resolution 2003-603.
- The attached log is sorted by dates of travel and then by department.
 - City Manager is requesting approval of attendance to the Legislative Session and COG Meetings held in Santa Fe, NM. for hearings or discussions.
 - Finance Director and Accounting Tech III is requesting approval of attendance to the Chief Procurement Officer Training & CPO Recertification held in Albuquerque, NM.
 - City Engineer/Public Works Director is requesting approval of attendance to a seminar hosted by the American Society of Civil Engineers (ASCE) to advance his knowledge and network with other professionals in the field of Transportation Engineering. This seminar will provide valuable professional development hours necessary for Professional Traffic Operations Engineer (PTOE) license.
 - City Judge is requesting approval of attendance to the Annual Education Conference in Colorado Springs, CO.

FISCAL INPUT (Finance Department)

- All departments requesting travel have sufficient funds budgeted within their travel/training budgets

SUPPORT DOCUMENTS: Travel Log February 14, 2017

DEPARTMENT'S RECOMMENDED MOTION: Approve Employee/Public Official Travel Requests

**EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL
MEETING DATE: FEBRUARY 14, 2017**

Dates of Travel	Department	Purpose of Travel/Location	Over-night	Out of State	Costs	Explanation of Cost	FY17 Budget Available
02/07-08/17	Admin.	Legislative Session/COG Meeting Santa Fe, NM.	Yes	No	60.00 240.74 88.15	Meal & Gratuity Allowance Reimb. Fuel Rate/Mile Lodging	Yes
04/03-07/17	Finance	CPO Certification Albuquerque, NM.	Yes	No	144.00 490.00 50.00	Meal & Gratuity Allowance Registration Estimated Cost for Fuel	Yes
04/03-07/17	Finance	CPO Certification Albuquerque, NM.	Yes	No	144.00 490.00 50.00	Meal & Gratuity Allowance Registration Estimated Cost for Fuel	Yes
04/18-21/17 04/21/17	Public Works	Transportation Engineering Conf. Meet w/Wilson & Co. Las Cruces, NM. Meet w/City of Alamogordo Alamogordo, NM.	Yes	No	180.00 95.00 86.30 591.95	Meal & Gratuity Allowance Registration Estimated Cost for Fuel Lodging	Yes

Staff Summary Report

MEETING DATE:	February 14, 2017
AGENDA ITEM:	VIII. CONSENT AGENDA (D)
AGENDA TITLE:	Resolution 2017-1037 BLM East Aztec Arterial Land Acquisition

ACTION REQUESTED BY:	Steven Saavedra
ACTION REQUESTED:	Approval of Resolution 2017-1037 BLM East Aztec Arterial Land Acquisition
SUMMARY BY:	Steven Saavedra

PROJECT DESCRIPTION / FACTS

The Bureau of Land Management requests a statement from the City of Aztec, indicating no objections or conflicts to the land patent request for the Aztec's East Arterial Route. The lessee (City of Aztec) has been made aware of the Environmental Protection Agency regulations contained in 40 CFR 258, which pertain to siting, design, operation, closure, and post-closure obligations for sanitary landfills. The sale is in conformance with the BLM land use plan for the area and local zoning ordinances. (H 2740 Handbook). The East Aztec Arterial Route does not conflict with any plans from the City of Aztec. Furthermore, the State of New Mexico and San Juan County have not indicated or informed the City of any objections to BLM NMNM 136480 (classification) and NMNM 136480-01(patent) to date.

The city of Aztec does not object with BLM NMNM 136480 (classification) and NMNM 136480-01(patent)

SUPPORT DOCUMENTS: Resolution 2017-1037

DEPARTMENT'S RECOMMENDED MOTION: Motion to Approve Resolution 2017-1037 BLM East Aztec Arterial Land Acquisition

City of Aztec
RESOLUTION 2017-1037
City of Aztec Land Acquisition from BLM

WHEREAS, the City of Aztec does not object or is in conflict with BLM NMNM 136480 (classification) and NMNM 136480-01(patent)

NOW, THEREFORE, BE IT RESOLVED by the Aztec City Commission that Resolution 2017-1037 is passed and establishes

PASSED, APPROVED, SIGNED AND ADOPTED this ____ day of _____ 2017.

By the Aztec City Commission, City of Aztec, New Mexico.

Mayor Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

APPROVES AS TO FORM:

Larry Thrower, City Attorney

Staff Summary Report

MEETING DATE:	February 14, 2017
AGENDA ITEM:	VIII. CONSENT AGENDA (E)
AGENDA TITLE:	CDWI FY17 Grant Application

ACTION REQUESTED BY:	Aztec Police Department
ACTION REQUESTED:	Approval of Grant Application
SUMMARY BY:	Captain Troy Morris

PROJECT DESCRIPTION / FACTS

The CDWI Grant is funded by money that is collected for DWI convictions in San Juan County. The money is then returned to San Juan County on a year basis and is used for DWI enforcement, probation services for DWI offenders, and treatment services for DWI offenders. The Fiscal Agent for the grant is San Juan County. The CDWI Enforcement Grant allows the Aztec Police Department to work extra DWI patrols without having to finance the patrols.

SUPPORT DOCUMENTS:	Application for CDWI Funds
---------------------------	----------------------------

DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve the Community DWI (CDWI) Prevention Program Application
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APPLICATION FOR CDWI FUNDS

Program Year applying for: October 2016 to September 2017

Project Title and Project Number: _____ <small>(to be provided by TSB)</small>	
Applicant Agency:	San Juan County CDWI Task Force
Address:	3535 E. 30th Street, Ste 239
City, State, Zip:	Farmington, NM 87402
Phone Number:	505-566-5877
Fax Number:	505-566-5870
Project Director and Title:	Amanda Evans, Program Manager
Government Unit:	San Juan County
Address:	100 South Oliver Drive
City, State, Zip:	Aztec, NM 87410
Phone Number:	505-334-7860
Fax Number:	505-334-1633
Authorizing Official and Title:	Jack L. Fortner, Chairman
Check to be sent to (address):	San Juan County 100 South Oliver Drive Aztec, NM 87410
Traffic Safety Bureau Program Manager: _____ Phone: _____	

BUDGET:

Self-calculating chart, simply enter data

Budget Category	Program Category				Category Total
	Enforcement	Prevention	Off. Programs	PI & E	
Personal Services	3,722.00				\$3,722.00
Contractual Services	7,979.00	1,728.00	6,116.00	1,487.00	\$17,310.00
Commodities Budget					\$0.00
Indirect Costs	N/A	N/A	N/A	N/A	\$0.00
Other					\$0.00
NM State Police (NMSP)	Amount not included in Total \$ Requested				
Special Investigations Division (SID)	Amount not included in Total \$ Requested				
Total \$ Received	\$11,701.00	\$1,728.00	\$6,116.00	\$1,487.00	\$21,032.00
TOTAL \$ REQUESTED FOR AGENCY (w/o NMSP & SID)					\$21,032.00

Approved Start Date: upon execution of the Project Agreement
End Date: 30-Sep-17

CERTIFICATION:

The attached application, reviewed and approved by the governing body of the _____ County of San Juan
(Applicant)
on 1/24/2017, authorizes the applicant to file this application for assistance from the State of New Mexico.
(Date Reviewed)

To the best of my knowledge, the information presented in this application is true and correct.

Project Director Signature: Amanda Evans Date: 1/24/17
Authorizing Official Signature: Jack L. Fortner Date: 1/24/17

(Rev. 12/05) (application.xls)

APPROVED AS TO FORM
SAN JUAN COUNTY ATTORNEY

ATTACHMENT 1

BY: [Signature]

SCOPE OF WORK

Project Number:

Program Category: ENFORCEMENT

A. PERFORMANCE GOAL:

State Goal:

1. Reduce the number of fatalities in crashes involving a driver or motorcycle operator with a BAC of .08 and above from 97 in 2012 (2011-2013 average) to 95 in CY2015 (FARS data).
2. Reduce the number of unrestrained passenger vehicle occupant fatalities, all seat positions from 104 in 2012 (2011-2013 average) to 99 in CY2015 (FARS data).
3. Increase the observed seatbelt use percentage for front-seat occupants from 91.7% in 2013 (2012-2014 average) to 92.1% in CY2015 (NM Seatbelt Survey).
4. Reduce the number of speeding-related fatalities from 122 in 2012 (2011-2013 average) to 118 in CY2015 (FARS data).

Local Goal:

1. Reduce alcohol related pedestrian fatalities in San Juan County by 2% during FY17.
2. Reduce alcohol related fatalities in San Juan County by 2% during FY17.
3. Reduce underage alcohol related crashes in San Juan County by 2% during FY17.

B. OBJECTIVES:

Work with local law enforcement agencies in San Juan County (New Mexico State Police, San Juan County Sheriff's Dept., Farmington PD, Aztec PD, and Bloomfield PD) to implement the goals by collaboration efforts, meetings for strategies and working together to reduce the number of alcohol related fatalities.

C. ACTIVITIES:

Saturation Patrols will be conducted by area law enforcement agencies throughout FY17.

1. The Aztec PD will participate in Saturation Patrols throughout FY17.
2. The Bloomfield PD will participate in Party Patrols throughout FY17.
3. The Farmington PD will participate in Saturation Patrols throughout FY17.
4. The Sheriff's Office will participate in Saturation Patrols throughout FY17

D. MEASURES:

QUARTERLY PROJECTIONS:

Enforcement:

5. The Aztec PD will participate in Saturation Patrols throughout FY17.
6. The Bloomfield PD will participate in Party Patrols throughout FY17.
7. The Farmington PD will participate in Saturation Patrols throughout FY17.
8. The Sheriff's Office will participate in Saturation Patrols throughout FY17.

SCOPE OF WORK

Project Number:

Program Category: PREVENTION

A. PERFORMANCE GOAL:

State Goal:

1. Collaborate on and provide resources for new and ongoing DWI and underage drinking prevention and intervention initiatives by:
 - a. managing CDWI contracts and participating in Local DWI Grant Program contract funding decisions to ensure that ongoing DWI and underage drinking prevention efforts are sustained for adults and youth under age 21 at the local community level;
 - b. developing DWI, underage drinking prevention, and other awareness programs statewide for youth under 21, and for the 21 to 34 age group;
 - c. funding and coordinating underage drinking enforcement efforts with the Children, Youth, and Families Department, and law enforcement agencies;
 - d. coordinating the activities and resources of DWI and youth prevention programs to help lower the number of alcohol-related fatal and serious injury crashes involving 15-24 year olds.

Local Goal:

1. Reduce alcohol related pedestrian fatalities in San Juan County by 2% during FY17.
2. Reduce alcohol related fatalities in San Juan County by 2% during FY17.
3. Reduce underage alcohol related crashes in San Juan County by 2% during FY17.
4. Perform outreach with local community agencies, schools, and organizations to assist in reducing CDWI efforts throughout FY17.
5. Provide prevention messages and activities to schools, businesses and media during FY17.

B. OBJECTIVES:

1. Perform outreach with local community agencies, schools and organizations to assist in reducing CDWI efforts throughout FY17.
2. Project Director to oversee grant goals and objectives throughout FY17.

C. ACTIVITIES:

1. Provide DWI prevention training using the "Alcohol Literacy Challenge" and "Perception of Risk" presentations.
2. Participate in community event with law enforcement agencies and other community partners to endorse safe practices with driving and other safety related issues.
3. Participate in local community events to promote safe drinking and driving practices.

SCOPE OF WORK

Project Number:

Program Category: PUBLIC INFORMATION & EDUCATION (PI&E)

A. PERFORMANCE GOAL:

State Goal:

1. Support DWI media and public Information dissemination by:
 - b. purchasing media for the NHTSA National anti-DWI media campaigns;
 - c. increasing the perception of risk of DWI enforcement consequences among targeted high-risk groups through an extensive media campaign conducted in conjunction with statewide Superblitz mobilizations;
 - d. funding a clearinghouse to provide statewide distribution of DWI public information and prevention materials;
 - e. using community and public information/education strategies to reach targeted high - risk groups; and
 - f. funding a creative design contract for media development.

Local Goal:

1. Attend meetings, conferences, and trainings both in and out of state as determined by TSB throughout FY17.
2. Keep abreast of San Juan County and State of New Mexico DWI information throughout FY17.
3. Provide prevention and education information via public service announcements, newsletters, and meetings throughout the community throughout FY17.

B. OBJECTIVES:

1. Provide information on alcohol related issues to the community.
2. Project Director to participate in San Juan County's Community DWI Task Force meetings.
3. Project Director to participate in other community meetings i.e.: Local Collaborative JD11, Healthy Students Advisory Councils in local schools, and other meetings available to promote the CDWI activities.
4. Project Director to attend trainings and conferences in and out of the state as determined by TSB.

C. ACTIVITIES:

1. Project Director will attend meetings and conferences as needed to provide and gather information on CDWI issues.
2. Provide information by participating in community events to encourage the "No Drinking and Driving" message.
3. Provide information to local media and social media sites updating the community on drinking and driving messages as well as information on DWI checkpoints and Superblitzes.
4. Provide drinking and driving prevention information with materials to youths in the community by distributing and displaying prevention messages.

SCOPE OF WORK

Project Number:

Program Category: OFFENDER PROGRAMS

A. PERFORMANCE GOAL:

State Goal:

1. Support efforts to improve judicial outcomes, particularly in DWI cases by:
 - a. Providing training to the judiciary through the annual Municipal and Magistrate Court conferences;
 - b. providing DWI specific training to prosecutors via the JEC and TSRP;
 - c. providing technical assistance to district attorneys to assist with the prosecution of DWI-related cases via the TSRP;
 - d. making regulatory and statutory changes to reform the administrative license revocation process in New Mexico, and;
 - e. working cooperatively with New Mexico tribes to reduce death and injury due to DWI and to identify problems in arresting and adjudicating DWI offenders.

Local Goal:

1. Reduce DWI re-offender rate of convicted 1st, 2nd, 3rd, time offenders at the Municipal level;
2. To monitor sobriety and compliance of court order and recommended treatment during probation period.
3. To assess and refer to appropriate resources.
4. To provide support services: victims counseling and referral.
5. Public and school education on DWI/DUI issues.

B. OBJECTIVES:

Farmington Municipal Court:

1. Reduce DWI re-offender rate of convicted 1st, 2nd, 3rd, time offenders at the Municipal level;
2. To assess and refer to appropriate resources.
3. To monitor sobriety and compliance of court order and recommended treatment during probation period.

Shiprock Victims Impact Panel:

1. To heighten public awareness through courts, community, schools, and other area agencies about the dangers of impaired driving.
2. To lessen DWI offenses and the recidivism rate by assisting tribal and local courts with 1st, 2nd, and 3rd time offenders.
3. To restore a peaceful balance to families and victims impacted by DWI offenses.
4. To asses and refer to appropriate mental and public health; and counseling services for drug and alcohol related problems.

C. ACTIVITIES:

Farmington Municipal Court:

1. Enforce one year supervised probation as directed by sentencing court on convicted 1st, 2nd, 3rd, time DWI offenders;
2. Enforcing mandatory sentencing set by State Statute: recommendations as per screening/assessment (substance abuse counseling, both outpatient and inpatient; AA/NA-12 step meetings); installation of ignition interlock device; mandatory community services; fines and fees imposed; DWI School.
3. Enforce if applicable: GED classes; parenting classes; victim impact panel; life skills, and domestic violence counseling.
4. Random field contact/office visits, at least one time per month, but may be more as deemed necessary; impose alcohol monitoring bracelet.
5. Random BAC testing/drug during field contacts/office visits/work site visits.
6. Attend CDWI Task Force meetings.

Shiprock Victims Impact Panel:

1. Conduct monthly Victims Impact Panel (VIP) sessions in coordination with the courts, probation, and prosecutors offices.
2. Support services: victims counseling and referral.
3. Public and school education on DWI/DUI issues.
4. Attend CDWI Task Force meetings.

D. MEASURES:

QUARTERLY PROJECTIONS:

Farmington Municipal Court:

1. Enforce one year supervised probation as directed by sentencing court on convicted 1st, 2nd, 3rd, time DWI offenders;
2. Enforcing mandatory sentencing set by State Statute: recommendations as per screening/assessment (substance abuse counseling, both outpatient and inpatient; AA/NA-12 step meetings); installation of ignition interlock device; mandatory community services; fines and fees imposed; DWI School.
3. Enforce if applicable: GED classes; parenting classes; victim impact panel; life skills, and domestic violence counseling.
4. Random field contact/office visits, at least one time per month, but may be more as deemed necessary; impose alcohol monitoring bracelet.
5. Random BAC testing/drug during field contacts/office visits/work site visits.
6. Attend CDWI Task Force meetings quarterly during FY17.

Shiprock Victims Impact Panel:

1. Conduct monthly Victim Impact Panel (VIP) sessions in coordination with the courts, probation, and prosecutors offices throughout FY17.
 - a. Provide grief support sessions at the end of each VIP session during FY17.
 - b. Provide support services, including assessment and referral to appropriate mental and public health counseling services for victims of DWI and DWI offenders throughout FY17.
2. Conduct public and youth education on the dangers and awareness of alcohol abuse throughout FY17.

Task Force Authorization & Information

Community (government) Certification of Application

I certify that it is the wish of our Task Force to have funds apportioned to our Community DWI Prevention Program for the implementation of the attached Application.

Task Force Name: San Juan County CDWI Task Force
Project Director: Amanda Evans
Title: Community Programs Coordinator
Address: 3535 E. 30th Street, Ste 239
City/State/zip: Farmington, NM 87401
Phone Number: 505-566-5877 Fax: 505-566-5870
Email Address: evansa@sjcpartnership.org

Project Director Signature: Amanda Evans **Date:** 1/24/17

Community: Jack L. Fortner
Title: County Commission Chairman
Address: 100 South Oliver Drive
City/State/zip: Aztec, NM 87410
Phone Number: 505-334-9481 Fax: 505-334-3168
Email Address: _____

Authorizing Official Signature: Jack L. Fortner **Date:** 1/24/17

Law Enforcement Representative:

Name: Ron Foreman
Title: Lt. New Mexico State Police
Address: 1025 W. Navajo
City/State/zip: Farmington, NM 87401
Phone Number: 505-325-7547 Fax: 505-327-5853
Email Address: _____

APPROVED AS TO FORM
SAN JUAN COUNTY ATTORNEY

ATTACHMENT 3

BY: [Signature]

Community Traffic Safety Group Representative:

Name: Clay Raybon
Title: Farmington Police Department
Address: 800 Municipal Drive
City/State/zip: Farmington, NM 87401
Phone Number: 505-327-1077 Fax: _____
Email Address: craybon@fmtn.org

Department of Health Representative:

Name: _____
Title: _____
Address: _____
City/State/zip: _____
Phone Number: _____ Fax: _____
Email Address: _____

Court Representative:

Name: William Liese
Title: Municipal Judge
Address: 920 Municipal Dr
City/State/zip: Farmington, NM 87401
Phone Number: 505-599-1251 Fax: _____
Email Address: _____

School Representative:

Name: _____
Title: Farmington Municipal Schools
Address: 1390 E . 20th Street
City/State/zip: Farmington, NM 87401
Phone Number: 505-599-8535 Fax: _____
Email Address: _____

ATTACHMENT 3

Media Representative:

Name: April Rock
Title: Farmington Daily Times
Address: P.O. Box 450
City/State/zip: Farmington, NM 87499
Phone Number: 505- 564-4621 Fax: _____
Email Address: _____

Emergency Medical Services Representative:

Name: _____
Title: SJPMC – EMS
Address: 801 W. Maple
City/State/zip: Farmington, NM 87401
Phone Number: 505-599-6115 Fax: _____
Email Address: _____

County DWI Planning Council Contact:

Name: Pamela Drake
Title: San Juan County Partnership
Address: 3535 E. 30th Street, Ste 239
City/State/zip: Farmington, NM 87402
Phone Number: 505-566-5867 Fax: _____
Email Address: _____

Other Members (optional):

Name: Perry Charley
Title: Shiprock Victims Impact Panel Program Coordinator
Address: P.O. Box 2578
City/State/zip: Shiprock, NM 87420
Phone Number: 505-368-3516 Fax: _____
Email Address: phcharley@dinecollege.edu

ATTACHMENT 3

Other Members (optional):

Name: Stacey Madson
Title: Bloomfield Police Department
Address: 915 N. 1st Street
City/State/zip: Bloomfield, NM 87413
Phone Number: 505-632-6335 Fax: _____
Email Address: madsons@bloomfieldnm.com

Other Members (optional):

Name: Troy Morris
Title: Captain, Aztec Police Department
Address: 201 W. Chaco
City/State/zip: Aztec, NM 87410
Phone Number: 505-334-7622 Fax: _____
Email Address: morrist@aztecnm.gov

Other Members (optional):

Name: Debbie Taylor
Title: Farmington Municipal Courts
Address: 800 Municipal Drive
City/State/zip: Farmington, NM 87401
Phone Number: 505-599-1324 Fax: _____
Email Address: dtaylor@fmtn.org

Other Members (optional):

Name: Devon Dollar
Title: San Juan County Sherriff's Office
Address: 211 S Oliver
City/State/zip: Aztec, NM 87410
Phone Number: 505-334-6107 Fax: _____
Email Address: _____

MEMORANDUM OF AGREEMENT

This comprehensive Community DWI Prevention Program is between the Cities of Aztec, Bloomfield and Farmington, and the County of San Juan. This agreement is effective on the 1st (day) of October (mo.) 2016 (yr), but is not a valid and binding agreement until executed by all parties thereto. The parties agree as follow:

To file a joint application to the New Mexico State Highway and Transportation Department, Traffic Safety Bureau for funding of a comprehensive Community DWI Program that reflects an integrated approach to our mutual problem of driving while intoxicated.

The Cities of Aztec, Bloomfield and Farmington, and the County of San Juan agree to combine our funds and resources in achieving a common goal of removing the DWI from the streets and highways of San Juan County thus reducing our highway traffic accidents that are alcohol related.

We will establish a joint Task Force as provided for and described in the CDWI Program Manual.

The County of San Juan agrees to be the fiscal agent to apply for the grant funds and the Cities of Aztec, Bloomfield and Farmington and the County of San Juan, agree to this arrangement.

There is no requirement for matching funds for this program funding.

Attest: *Joel Forliver* County of San Juan Date 1/24/17

Attest: _____ City of Aztec Date _____

Attest: _____ City of Bloomfield Date _____

Attest: _____ City of Farmington Date _____

ATTACHMENT 4

APPROVED AS TO FORM
SAN JUAN COUNTY ATTORNEY

BY *James J. Sanchez*

Staff Summary Report

MEETING DATE: February 14, 2017
AGENDA ITEM: VIII. CONSENT AGENDA (F)
AGENDA TITLE: **FY17 Youth Conservation Corps Service Agreement**

ACTION REQUESTED BY: City Staff
ACTION REQUESTED: Approval of 2017 Youth Conservation Corps Service Agreement
SUMMARY BY: Kris Farmer

PROJECT DESCRIPTION / FACTS

- Commission approved the submittal of FY17 YCC application/proposal on May 24, 2016.
- City of Aztec received award letter for funding on November 13, 2016 and committed to accept the funding from NMYCCC on November 14, 2016.
- New Mexico Youth Conservation Corps Commission (NMYCCC) has awarded the City the sum of \$53,838.10. This funding is to be used to employ approximately 12-18 youth between the ages of 14 and 25 fulfilling the mission of NMYCCC.
- Park, Ash, Llano Streets (PALS) beautification was identified as the FY17 project for YCC. Beautification will include drainage improvements, landscaping and xeriscaping and planting trees.
- It is anticipated the hiring process will begin early April and youth will begin full time work May 30 and continue through August 4.
- Follow YCC guidelines as set out in agreement.
- After service agreement has been submitted to and approved by NMYCCC then letter to proceed will be issued.

PROCUREMENT / PURCHASING

- Materials and supplies that are needed for site prep before the project starts will be purchased mid May.

FISCAL INPUT / FINANCE DEPARTMENT

- The City has committed to an in-kind sponsor contribution of \$28,258.32. This will be allocated between FY17/18 budgets. This contribution is a combination of budgeted cash expenditures specific to youth employment and projects and in-kind services provided through existing budgeted personnel, facility and equipment utilization.
- Sufficient funds exist in the FY17 budget to cover YCC Grant Coordinator, youth employment, supplies and project materials for the YCC and City portions.
- The FY18 preliminary budget will include budget request to provide sufficient funds to meet the City obligation for July and August 2017 which is approximately \$23176 (YCC Youth wage costs) and \$21994 (City personnel and material costs).

SUPPORT DOCUMENTS: State of New Mexico Service Agreement 17-522-0150-0077

DEPARTMENT'S RECOMMENDED MOTION: Move and approve FY17 Service Agreement between the City of Aztec and the State of New Mexico Youth Conservation Corps Commission.

STATE OF NEW MEXICO
SERVICES AGREEMENT
SHARE No. 60-522-16-00504AJ

THIS AGREEMENT (Agreement) is made and entered into by and between the State of New Mexico, Youth Conservation Corps Commission (YCCC), and City of Aztec herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work

A. Plan, design, establish, and manage a Youth Conservation Corps Project (the Project) including recruiting, guiding and coordinating the work of Corps members and providing them with job and life skills training and educational opportunities in accordance with the NMYCC Act and the Sponsor Proposal, see Attachment 1 attached hereto and incorporated by reference. The Project shall be considered a seasonal Project and be no longer than six months. The Project shall begin when the first Corps member begins work and shall end when the last Corps member is released from employment or in six months, whichever date is earlier.

B. YCCC may allow minor changes in the project, budget or in-kind sponsor contribution (including, but not limited to, transfer of funds from one line item to another, replacing a work project from the scope of work with an alternative project, change in sponsor contribution amounts, or changes in materials provided) without requiring an Amendment to this Agreement, provided that Contractor requests such changes in writing and the YCCC or its Executive Director approve the request in writing. Decreases in the portion of the project's budget or the in-kind sponsor contribution designated as wages for YCCC members shall not be allowed without a written Amendment to this Agreement.

C. Contractor shall make requests for reimbursement on the Request for Reimbursement Form, see Attachment 2 attached hereto and incorporated by reference, and must submit a written Project Status Report (Attachment 6) with each reimbursement request. Contractor shall use the YCCC web-based reporting system (available at <https://www.emnrd.state.nm.us/YCC>) throughout this Agreement's duration. Contractor shall provide an in-kind sponsor contribution as specified in Attachment 1.

D. Contractor must contribute the amounts specified in Attachment 1, unless Contractor is unable to contribute these amounts because of unforeseen circumstances and obtains written approval for a lesser or prorated amount from the Executive Director. Contractor shall outline Contractor's contribution on the In-Kind Sponsor Match Form/Forms, see Attachment 3 attached hereto and incorporated by reference and In-Kind Reporting Tables, see Attachment 5 attached hereto and incorporated by reference, outlining Contractor's contribution and submit with proper back-up documentation with each request for reimbursement and prior to the submittal of the Final Request for Reimbursement. YCCC shall not process Final Request for Reimbursement until Contractor submits In-Kind Sponsor Contribution Form/Forms.

E. Contractor shall not begin the Project until Contractor provides YCCC with proof that it has obtained permission from all land owners or managers where the Project shall take place, proof that workers compensation and general liability insurance policies are in place for the duration of the project, the Contractor's Proposal has been completely and accurately entered into the YCCC Web Based Proposal and the YCC Executive Director issues a letter to proceed.

F. Contractor shall hire Corps members who shall be considered employees of Contractor for the duration of the Project, and monitor all Corps members and Project activities to ensure compliance with the Project specifications described in Section 1, Scope of Work, Subparagraph A, Contractor shall provide supervision of Corps members while on the Project work site, including substitutes, if crew leaders are absent, and ensure the Project work site meets all applicable state and federal health and safety standards and all state and federal labor laws. Contractor shall purchase and provide all tools and materials necessary for implementation of the Project as described in Attachment 1.

G. Contractor shall submit a request for reimbursement, at a minimum, every thirty days starting from the first day a Corps member begins work. Contractor shall prepare and submit requests for final reimbursement within 45 days after completion of the Project. **NOTE: THE YCC PROJECT ENDS WHEN THE LAST CORPS MEMBER IS RELEASED FROM EMPLOYMENT.** Contractor must: 1) submit final Project reports and final budget reports with the final request for reimbursement; 2) prepare and submit in a timely manner any other information related to the Project as requested by YCCC or its Executive Director; and 3) prepare and submit Corps member work performance evaluations and Corps member survey forms at the end of a Corps member's service via the web-based reporting system.

2. Payment Provisions

A. YCCC shall pay Contractor for services satisfactorily performed pursuant to the Scope of Work in an amount not to exceed fifty three thousand eight hundred thirty eight dollars and ten cents(\$53,838.10), including New Mexico gross receipts taxes, if any, and any travel, pursuant to Paragraph B of this Compensation Section. YCCC shall make payment upon the satisfactory and timely completion of the work described above in the Scope of Work and Attachment 1. This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein. The parties do not intend for Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying YCCC when the services provided under this Agreement reach the total compensation amount. In no event shall Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided. Reimbursement shall be consistent with the budget outlined in Attachment 1. YCCC MUST receive all invoices no later than 7 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

Payment in fiscal year 2018 is subject to availability of funds pursuant to Section 12, Appropriations, set forth below and to any negotiations between the parties from year to year pursuant to the Scope of Work and to approval by DFA.

B. YCCC shall pay such travel expenses as may be incurred in, and that are necessary for, the performance of this Agreement at the rates established in the New Mexico Per Diem and Mileage Act, NMSA 1978, §§ 10-8-1 *et seq.*, as implemented by the current Department of Finance and Administration (DFA) rule and the current YCCC Travel Policy. Contractor must use the Vehicle Usage Form, see Attachment 4 attached hereto and incorporated by reference, to request reimbursement of travel expenses, if applicable.

C. Contractor shall be responsible for paying New Mexico Gross Receipts taxes, if any, levied on amounts payable under this Agreement.

D. Contractor must submit detailed statements accounting for all services performed, goods obtained, and expenses incurred. Vouchers must be supported by approved purchase order or equivalent document and invoice by the supplier, evidencing the propriety of each claim for payment. Wage

amounts charged shall be based upon payrolls maintained by Contractor and must be supported by time and attendance sheets. If YCCC finds that the statement, services, goods, or expenses are not acceptable, within 30 days after the date of receipt of (i) written notice from Contractor that payment is requested, and (ii) all supporting documentation, YCCC shall provide Contractor a letter of exception explaining the defect or objection to the statement, services, goods, or expenses, and outlining steps Contractor may take to provide remedial action. Upon YCCC's certification that the statement, supporting documentation, services, goods, or expenses have been received and accepted, YCCC shall tender payment to Contractor within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, YCCC shall not incur late charges, interest, or penalties, for failure to make payment within the time specified herein.

3. Term

This Agreement becomes effective when executed by an authorized representative of Contractor and of YCCC and when DFA encumbers funds for this Agreement. It shall terminate on October 31, 2017, unless earlier terminated pursuant to Section 4, Termination, or Section 12, Appropriations, below.

4. Termination

A. **Grounds.** The YCCC may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the YCCC's uncured, material breach of this Agreement.

B. Notice; YCCC Opportunity to Cure

1) Except as otherwise provided in Sections 7.A and 17, the YCCC shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give YCCC written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the YCCC's material breaches of this Agreement upon which the termination is based and (ii) state what the YCCC must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the YCCC does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the YCCC does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the YCCC; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Section 12, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the YCCC's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE YCCC'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

D. Any non-expendable personal property or equipment procured under this Agreement shall be used and disposed of in accordance with YCCC policy.

5. Amendment

This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

6. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent contractors for the YCCC and are not employees of the State of New Mexico. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Assignment

Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

8. Subcontracting

Contractor shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without YCCC's prior written approval. YCCC may disallow costs incurred by the Contractor in relation to a subcontract if Contractor does not obtain prior written approval.

9. Non-Collusion

In signing this Agreement, the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the YCCC.

10. Inspection of Project Location(s) and Personnel Records

The YCCC may inspect, at any reasonable time, during Contractor's regular business hours and upon prior written notice project locations as outlined in Attachment 1 and records related to the hiring and employment of YCC members which is related to the performance of this Agreement.

11. Records of Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered. These records shall be subject to inspection by the YCCC, the State Auditor and other appropriate state and federal authorities. YCCC shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of YCCC to recover excessive or illegal payments.

12. Appropriations

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

13. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the YCCC, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

14. Confidentiality

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

15. Conflict of Interest

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

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

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

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the YCCC's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

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

C. Contractor's representations and warranties in Paragraphs A and B of this Section 15 are material representations of fact upon which the YCCC relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the YCCC if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Section 15 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Section 15 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the YCCC and notwithstanding anything in the Agreement to the contrary, the YCCC may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Section.

16. Approval of Contractor Representatives

YCCC reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the YCCC, serving the needs of the State of New Mexico adequately.

17. Scope of Agreement

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

18. Notice

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

19. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

20. Indemnification

The Contractor shall hold the state and its agencies and employees harmless and shall indemnify the state and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the YCCC, its officers or employees.

21. Applicable Law

This Agreement shall be governed by the laws of the State of New Mexico.

22. Incorporation by Reference and Precedence

A. This Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any YCCC response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

B. In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; and (4) the contractors response to the request for proposals.

23. Insurance Coverage:

Contractor shall provide YCCC a statement indicating that the activities described in the Scope of Work are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-inured reserves or insurance provided by a third party, prior to commencing work under this Agreement and in no case later than 15 days after this Agreement's execution. Contractor shall maintain continuous coverage of the activities described in the Scope of Work, so long as this Agreement is in effect. Failure to maintain such coverage is reason for

immediate termination of this Agreement. Contractor shall notify YCCC prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the New Mexico Worker's Compensation Act, NMSA 1978, §§ 52-1-1, *et seq.*, if applicable. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, YCCC may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, § 41-4-19, as it may be amended from time to time.

24. Impracticality of Performance

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

25. Invalid Term or Condition

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

26. Enforcement of Agreement

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

27. Notification

Either party may give written notice to the other party in accordance with the terms of this Section 27. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To YCCC: Wendy Kent, Executive Director

Office address: Youth Conservation Corps
811 St. Michaels, Ste. 104
Santa Fe, NM 87505
(for express carrier
and hand deliveries)

(505) 690-1831 (voice)
(505)988-7313 (fax)
Wendy.Kent@state.nm.us

To Contractor: City of Aztec
201 West Chaco

Aztec, NM 87410
kfarmer@aztecnm.gov
(505)334-7651

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Section 27. The carrier for mail delivery and notices shall be the agent of the sender.

28. Acknowledgement.

Contractor shall acknowledge YCCC as a co-sponsor and funding source in all news releases, programs, proceedings, and related publicity/publications for the Project.

[This space intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution
by:

STATE OF NEW MEXICO, YOUTH CONSERVATION CORPS COMMISSION

By: _____ Date: _____
Chair or Designee

CITY OF AZTEC

By: _____ Date: _____
Authorized Representative Signature

Printed Name and Title

ATTACHMENT 1

ATTACHMENT 2

REQUEST FOR REIMBURSEMENT/YOUTH CONSERVATION CORPS					
Sponsor Information		Phone Number:	xxx-xxx-xxxx	Report #:1	
Contractor Name	Contract No.	xxxxxxxxxx	Start Date of this Reporting Period:		
Contractor Address			End Date of this Reporting Period:		
City, State Zipcode			% to wages (expended wages vs. total expended)	#DIV/0!	
INSTRUCTIONS FOR FILLING OUT THIS FORM ARE ON THE BOTTOM OF THE PAGE.					
ITEMS IN BUDGET	YCC BUDGET (Original)	Adjusted Budget	YTD REIMBURSEMENTS	CURRENT REQUESTS	BUDGET BALANCE
Wages/FICA/Unemployment	\$ -				\$ -
Workers Compensation	\$ -				\$ -
Training/Education	\$ -				\$ -
Supplies/Equipment/Miscellaneous	\$ -				\$ -
TOTAL	\$ -			\$ -	\$ -

CERTIFICATION

I certify that this is an original and that all expenditures and information reported herein are true and correct, appropriate for purposes in accordance with the terms and conditions and other applicable rules and regulations of the Youth Conservation Corps, and that payment for services on the current request have not been received.

Name (Please Type) _____ Signature: _____
 Title (Please Type) _____ Date: _____

PLEASE NOTE; This Form must accompany all Reimbursement Requests.

NOTATIONS:

1. Reports should be numbered consecutively starting with #1.
2. The cost categories must match the budget stated in the project agreement document. If changes are necessary, a revised budget must be approved by the YCC Commission.
3. Year-to-Date reimbursements should match the previous request's cumulative reimbursement amount.
4. Expenditures must be itemized, identified and generally will have been approved in the project applications and the project agreement document.
5. Sponsor must submit all supporting documentation and project status report must accompany reimbursement requests.
6. Budget balance must take into account the approved budget less current request and less all previously approved payments.
7. Nothing should be put in the "Adjusted Budget" column unless YCC staff has approved a budget adjustment request.

ATTACHMENT 3

IN-KIND SPONSOR MATCH FORM/YOUTH CONSERVATION CORPS				
Sponsor Information		Phone Number:	xxx-xxx-xxxx	Report #:1
Contractor Name	Contract No.	xxxxxxxxxx	Start Date of this Reporting Period:	
Contractor Address			End Date of this Reporting Period:	
City, State Zipcode			% match met (expended vs. budgeted)	#DIV/0!
INSTRUCTIONS FOR FILLING OUT THIS FORM ARE ON THE BOTTOM OF THE PAGE.				
ITEMS IN BUDGET	YCC BUDGET (Original)	Adjusted Budget	CURRENT REQUESTS	BUDGET BALANCE
Wages/FICA/Unemployment	\$ -			\$ -
Workers Compensation	\$ -			\$ -
Training/Education	\$ -			\$ -
Supplies/Equipment/Miscellaneous	\$ -			\$ -
				\$ -
				\$ -
				\$ -
TOTAL	\$ -			\$ -

CERTIFICATION

I certify that this is an original and that all expenditures and information reported herein are true and correct, appropriate for purposes in accordance with the terms and conditions and other applicable rules and regulations of the Youth Conservation Corps.

Name (Please Type) _____ Signature: _____
 Title (Please Type) _____ Date: _____

PLEASE NOTE; This Form must accompany all Reimbursement Requests.

NOTATIONS:

1. Reports should be numbered consecutively starting with #1.
 2. The cost categories must match the budget stated in the project agreement document. If changes are necessary, a revised budget must be approved by the YCC Commission.
 3. Year-to-Date reimbursements should match the previous request's cumulative reimbursement amount.
 4. Expenditures must be itemized, identified and generally will have been approved in the project applications and the project agreement document.
 5. Sponsor must submit all supporting documentation and project status report must accompany reimbursement requests.
 6. Budget balance must take into account the approved budget less current request and less all previously approved payments.
 7. Nothing should be put in the "Adjusted Budget" column unless YCC staff has approved a budget adjustment request.
- Have you included Attachment 2, time sheets (proof of payment), invoices (P.O. #'s if applicable & proof of payment), and a Project Status Report?
 If this is a FINAL, also include the Final Project Report, Corps member surveys and work performance evaluations.

Attachment 6
Project Status Report

New Mexico Youth Conservation Corps

Project Details

Project Status

Add a Status Report

Report Details

Start Date:

End Date:

Name:

Title:

Identify the person submitting this status report. *Please enter the submitters name
Enter Title of person submitting report

Project Work Plan

Discuss project accomplishments, problems encountered, and/or variances which have occurred.

Work Description:

Corps Members:

Total members working for this reporting period.

Hours Paid:

Total number of hours paid to Corps members in this reporting period.

Education

Discuss Corps members educational activities occurring during the reporting period.

Training Description:

Training Sessions:

*Please enter the number of training sessions provided during this reporting period.

Training Hours:

Open Items

Discuss any project items you feel are important in this actual reporting period.

Item Description:

Submit/Print

Staff Summary Report

MEETING DATE: February 14, 2017
AGENDA ITEM: VIII CONSENTAGENDA (G)
AGENDA TITLE: Resolution 2017-1038 Surplus

ACTION REQUESTED BY: Library
ACTION REQUESTED: Approval
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The Library, during the normal course of operations, reviews circulation of all materials. Materials which are not circulating or are out of date are pulled from the shelves and become surplus material. These items would have been purchased with city or state library funds or donated to the library. Materials pulled include a large collection of adult and youth books, several DVDs and music CDs.
- Approved library surplus items will be disposed of in a variety of ways to best serve the library and the community. Materials which may have use to Good Sam's, local schools, and/or veteran's programs will be donated. Materials which may have public interest will be packaged and available for sale at the library. Other materials may be packaged and sent to book outlets at no cost to the city. The Public Surplus website has not resulted in interest library materials, although it will continue to be utilized as well.
- If the items are not sold they will be donated or disposed of according to NM Statute Section 3-54-2 and Procurement Statute 13-6-1. Disposition of obsolete, worn-out or unusable tangible personal property.

FISCAL INPUT / FINANCE DEPARTMENT

- Revenues from auction to be applied to General Fund / Joint Utility Fund

SUPPORT DOCUMENTS: Resolution 2017-1038
Surplus List

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2017-1038 Declaring Certain Municipal Property Not Essential For Municipal Purpose and Directing It Be Sold or Disposed.

SURPLUS RESOLUTION 2017-1038

February 14, 2017

SURPLUS LIST

Easy Fiction:

Mr. Seahorse	Carle, Eric
Biscuit visits the petting zoo	Capucilli, Alyssa Satin
Animals animales	Carle, Eric

Adult Nonfiction:

Too big to fail	Sorkin, Andrew Ross
The Obama nation	Corsi, Jerome R
Worldshift 2012	Laszlo, Ervin
The Harley-Davidson motor company	Wright, David K.
100 most beautiful cities of the world	
Frommer's 500 places to see before they disappear	
The wall came tumbling down	Bornstein, Jerry
U.S. National debate topic 2008-2009	The Reference Shelf
End the Fed	Paul, Ron
The aftershock investor	Wiedemer, Robert A
How much money do I need to retire?	Tresidder, Todd
Careers and occupations	information plus
Complete idiot's guide to selling your own home	Wuorio, Jeffrey
World poverty 2012	information plus
United Nations	Ross, Stewart
Evolution in the courtroom	Moore, Randy
The right to bear arms	Sommers, Michael A.
Student rights	
Juvenile court	Krygier, Leora
The innocent man	Grisham, John
The executive branch of federal government	Dirck, Brian R.
The American military presence overseas	The Reference Shelf
The official SAT study guide	
The complete encyclopedia of North American birds	Vanner, Michael
Hot words for the SAT	Carnevale, Linda

Adult Fiction:

Drums of Autumn	Gabaldon, Diana
-----------------	-----------------

Junior Fiction:

SURPLUS RESOLUTION 2017-1038

February 14, 2017

SURPLUS LIST

The miserable mill	Snicket, Lemony
The Chronicles of Narnia	Lewis, C.S.
Brooklyn Nine	Gratz, Alan
The bad beginning	Snicket, Lemony
Holes	Sachar, Louis
The Ersatz elevator	Snicket, Lemony
The hostile hospital	Snicket, Lemony
The wide window	Snicket, Lemony
The reptile room	Snicket, Lemony

CITY OF AZTEC RESOLUTION 2017-1038

A RESOLUTION DECLARING CERTAIN MUNICIPAL PROPERTY NOT ESSENTIAL FOR MUNICIPAL PURPOSE AND DIRECTING IT BE SOLD, OR IF THE PROPERTY HAS NO VALUE, DONATE THE PROPERTY TO ANY ORGANIZATION DESCRIBED IN SECTION 501(c)3 OF THE INTERNAL REVENUE CODE OF 1986 OR DISPOSED.

WHEREAS, Sections 3-54-2 and 13-6-1 of NMSA, 1978 Compilation authorizes municipalities to sell personal property which is not essential for a municipal purpose or if the property has no value, donate the property to any organization described in Section 501(c)3 of the Internal Revenue Code of 1986; and

WHEREAS, the City of Aztec owns certain personal property which is obsolete and/or surplus and no longer needed or useful to the City; and

WHEREAS, the Governing Body wishes to declare this property not essential for a municipal purpose so that it can be sold or donated according to statute.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY of the City of Aztec, New Mexico that the personal property below described which is owned by the City is surplus and not essential for a municipal purpose.

PASSED, APPROVED AND SIGNED this 14th day of February 2017.

MAYOR SALLY BURBRIDGE

ATTEST:

CITY CLERK KARLA SAYLER

Staff Summary Report

MEETING DATE:	February 14, 2017
AGENDA ITEM:	XI. BUSINESS ITEM (A)
AGENDA TITLE:	Final Adoption of Ordinance 2017-454 Amending Chapter 17, Section 17-3 Safety Policy

ACTION REQUESTED BY:	Safety Coordinator Troy Morris
ACTION REQUESTED:	Approve Final Adoption of Ordinance 2017-454 Amending Chapter 17, Section 17-3 Safety Policy
SUMMARY BY:	Troy Morris

PROJECT DESCRIPTION / FACTS

The Safety Policy has been under annual review by the safety committee. The last adoption for updates was done in November 2015.

Minor changes were made and are attached.

City Commission approved the Intent to Adopt Ordinance 2017-454 at the January 10, 2017 meeting.

Staff recommends the Final Adoption of Ordinance 2017-454 for the Safety Policy.

SUPPORT DOCUMENTS:	<ul style="list-style-type: none">• Safety Policy Changes• Ordinance 2017-454
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DEPARTMENT'S RECOMMENDED MOTION:	Move to APPROVE Final Adoption of Ordinance 2017-454 Amending Chapter 17, Section 17-3 Safety Policy
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Safety Policy Changes

Section 1. Safety Plan	No changes.
Section 2. Safety Responsibilities And Duties	See attached.
Section 3. Accountability	No changes.
Section 4. General Safety Rules	See attached.
Section 5. Accident Reporting And Investigation Plan	See attached.
Section 6. Blood Borne Pathogens / Exposure Control Plan	See attached.
Section 7. Compressed Gas Safety	No changes.
Section 8. Electrical Safety Rules	No changes.
Section 9. Excavation And Trenching	No changes.
Section 10. Fleet Safety	No changes.
Section 11. Fall Protection Program	No changes.
Section 12. Hazard Communication Program	No changes.
Section 13. Hand And Power Tool Safety	No changes.
Section 14. Equipment Lockout / Tagout Program	No changes.
Section 15. Ladder Safety	No changes.
Section 16. Personal Protective Equipment (PPE)	No changes.
Section 17. Proper Lifting Techniques	No changes.
Section 18. Welding And Cutting Safety	No changes.
Section 19. Portable Electric Space Heater	No changes.
Section 20. Permit-Required Confined Space Entry Program	No changes.
Section 21. Job Hazard Analysis	No changes.
Section 22. Emergency Action Plan	See attached.

SECTION 2. SAFETY RESPONSIBILITIES AND DUTIES

2.2 Safety Coordinator

1. Responsibilities

The City of Aztec will be responsible for the overall safety program. Although the Safety Coordinator is assigned overall responsibility for the administration of this program, the responsibility for a safe workplace rests with every employee, from the newest hire to senior management.

2. Duties

(1) Develop educational materials and implement training programs.

~~(2) Arrange for training of all employees.~~

(3) Assure ~~compliance awareness~~ with government regulations.

(4) Arrange for work place inspections.

(5) Review all incidents.

(6) ~~Ensure~~ ~~Verify~~ that the resources necessary to implement this program are available.

(7) ~~Ensure~~ ~~Verify~~ that this safety policy is communicated to all employees of the City of Aztec.

2.4 Supervisors

1. Responsibilities

Supervisors have a direct responsibility for the safety of the employees. They will help build safety into the work process and be alert for safety and health problems.

2. Duties

(1) Train new employees upon hire.

(2) Train employees on job assignments and identified hazards.

(3) Re-train present employees on an on-going basis.

(4) Stop work if unsafe conditions exist or develop.

(5) Ongoing informal inspections.

(6) Prepare all accident/injury reports and document on appropriate forms

(7) Enforce safety rules.

(8) Correct unsafe acts and conditions.

(9) Conduct ~~weekly~~ toolbox safety meetings/training sessions ~~as needed~~.

(10) Conduct a hazard analysis of each new job, prior to commencement of work (see Appendix B for forms).

(11) Attend scheduled safety trainings.

2.6 Safety Committee

1. Safety Committee may meet ~~quarterly~~ ~~(or as determined)~~ to discuss workplace safety and health issues.

2. Conduct safety inspections randomly throughout the city. ~~in their respective departments.~~

3. Safety Committee may be responsible for assisting the Safety Coordinator(s) in reviewing and updating workplace safety rules and evacuation plans.
4. Safety Committee is responsible for promoting safety and health awareness and co-worker participation through continuous improvements to the workplace safety and health program.

SECTION 4. GENERAL SAFETY RULES

4.1 In General

1. Follow the safe job procedures established by this Safety Policy and Departmental Safety Guidelines.
2. Wear the protective equipment required for your job. It is your responsibility to see that your protective equipment is in good repair. Damaged equipment should be reported to your supervisor immediately and replaced.
3. Written job hazard assessments should be utilized as outlined in Section 26, Job Hazard Analysis.
4. Report unsafe acts or unsafe conditions to your supervisor without delay.
5. Report all accidents to your supervisor immediately whether anyone is hurt or not. In cases of injury, get first aid as soon as possible.
6. Keep all mechanical safeguards in position during operation. Don't allow machinery to operate unattended.
7. Use only the machinery, equipment and tools you are qualified and authorized to use by the supervisor.
8. Horseplay, such as scuffling, playing practical jokes, or throwing articles at each other will not be tolerated.
9. No employee is permitted to make repairs on any electrical device or equipment unless authorized to do so. Electrical Equipment is not to be tampered with in any way.
10. Compressed air should never be used for cleaning clothes, cooling or practical jokes.
11. ~~No worker will be permitted to use flammable solvents in an open container.~~ Flammables must be stored and handled in approved safety containers.
12. Only qualified personnel are permitted to repair machinery and equipment.
13. Good housekeeping should be maintained at all times throughout all work areas.
14. Air lines, electrical cords, or any other objects that could cause a hazard need to be moved to a safe location when not in use.

15. Areas on, around, in front and over electrical controls or panels and fire extinguishers are to be kept clear at all times. This includes emergency exits.
16. Employees who violate these safety rules will be subject to disciplinary action as described in the City of Aztec's Personnel Policy, Section 6 - Disciplinary Action and Terminations.

4.5 Safety Training and Communication

1. As a minimum, employees will receive the number of training hours as required by New Mexico Self Insurer's Fund. The training shall be relevant to their job positions. The City of Aztec will have Safety Counseling conduct one safety training every month.
2. All employees must sign in when attending the safety trainings. Documentation of the topic(s) discussed, the name of the trainer, the location of the training, the sign in sheet of employees participating is kept on record. Documentation is to be forwarded to the Personnel Administrator Department.
3. Refresher training will be conducted when required, and/or when any new job assignment is assigned or when conditions change.
4. Outside training, that is relevant to the employee's position, may count toward employees obtaining the number of training hours as required by New Mexico Self Insurer's Fund. In order to obtain credit, the training class will need prior approval by Department Head and Safety Coordinator. Proof of the training will be required through submittal of a copy of the sign in sheet, name of the trainer, topic(s), location and how long (time) the class was must be turned into the Personnel Administrator Department.
5. ~~The following safety training classes are mandatory:~~ A list of mandatory training classes per job position is provided in Appendix B.

<u>Course</u>	<u>Personnel</u>	<u>Frequency</u>
Blood Borne Pathogens	Police	Each Year
Defensive Driver Education	All City Staff	Every 2 years
First Aid / CPR	Field Personnel	Every 2 years
Hazard Communication	Field Personnel	Each Year
Sexual Harassment	All City Staff	Every 2 years

SECTION 5. ACCIDENT REPORTING AND INVESTIGATION PLAN

5.3 Program Administration

1. Safety Coordinator. The Coordinator will:
 - (1) Develop and revise, when necessary, the Accident Investigation Plan.
 - (2) ~~Provide~~ **Recommend** relevant training to ensure that accident investigators and other personnel involved in accident investigations properly carry out investigations.
 - (3) Monitor corrective actions implemented as a result of accident investigations.
 - (4) Make recommendations when needed concerning the effectiveness of corrective actions.

5.6 Accident Investigation and Reporting Procedures for Injury or Damages

If an employee sustains a work-related injury, the employee or a co-worker will immediately notify the supervisor of the work-related injury or illness, and the supervisor will ensure the injured or ill employee receives prompt medical treatment. The employee will complete the employee part of the Accident Investigation Form (Appendix C). If the date and time of the injury or illness cannot be determined, such as an injury caused by cumulative or repeated stress, the date of the last time that the employee worked is entered on the form. Any person who observes or causes damage to property or equipment will immediately report such damage to a supervisor.

Injury to Visitors

Injuries sustained by visitors at a City of Aztec work site will be reported to the Department Head and the Safety Coordinator. Injured visitors will be provided immediate medical treatment if necessary. The causes of injuries to visitors will be investigated through the same processes as for an employee accident investigation.

Near-Miss Incident

The investigation procedures for near-miss incidents will follow an abbreviated outline derived from the Accident Investigation Report procedures. Near misses are investigated so that procedures or training can be put in place that may help prevent future accidents. Investigations of near misses will not result in disciplinary action. See Appendix C for a copy of the *Near-Miss Investigation Form*.

Accident Investigation Procedures

The Principal Accident Investigator will follow the procedures outlined below to conduct accident investigations:

1. Launch an accident investigation after a work-related injury or illness that requires medical treatment or property damage occurs at any City of Aztec work site. Near-miss incidents will also be investigated.
2. Assign supervisors to carry out specific tasks. Such tasks may include:
 - Inspect the accident site.

- Interview witnesses and injured person(s).
 - Compile and review data.
 - Develop recommendations for corrective action(s).
 - Compile the written investigation report.
3. Present a preliminary briefing to the investigating team, may including:
 - A description of the accident, with damage estimates.
 - Normal operating procedures.
 - Maps (local and general).
 - The location of the accident site.
 - List of witnesses.
 - Events that preceded the accident.
 4. When needed, visit the accident site to:
 - Secure the site to protect evidence and prevent further injuries.
 - Inspect the area, including walking and working surfaces, equipment, entrances and exits, air quality systems, and all other conditions, processes, or items that could possibly have contributed to the accident or injury.
 - Record by voice recorder or in writing the details of the accident site, including lighting conditions, other environmental factors, and any unsafe conditions, tools, equipment, or operations.
 - Document the location of victims, witnesses, machinery, energy sources, and hazardous materials.
 - Prepare drawings and/or photographs, label each item carefully, and keep accurate records. Interview each injured person and witnesses. Also, interview those who were present before the accident and those who arrived at the site shortly after the accident. Keep accurate records of each interview. Use a voice recorder if desired. See Appendix C for a copy of the *Accident Witness Statement Form* and instructions for conducting interviews.
 - After all information from the accident site and interviews have been collected, determine and record in writing:
 - What was not normal before the accident;
 - Where the abnormality occurred;
 - When the abnormality was first noted; and
 - How it occurred.
 5. Analyze the data collected from the determination/analysis of accident causes. Repeat any of the prior steps, if necessary. Determine:
 - Why the accident occurred;
 - A likely sequence of events and probable causes (direct, indirect, and basic); and
 - Alternative sequences.
 6. Develop recommendations for corrective action, if needed.
 - ~~7. Conduct a post-investigation briefing.~~
 8. Prepare a summary report including the recommended actions to prevent a recurrence, and distribute the report according to applicable instructions. See Appendix C for a copy of the *Accident Investigation Form* and instructions.

5.9 Training

~~The Safety Coordinator will ensure that~~ investigators and others engaged in accident investigations should be ~~are~~ trained in the techniques of workplace accident investigation, and that they receive all manuals, guides, and other information related to accident investigation through training classes.

The training program will include the following topics:

- Initiating the accident investigation
- Inspection and documentation of the accident scene
- Interviews
- Accident analysis
- Root cause determination
- Development of recommendations for corrective action
- Writing the Accident Investigation Report

SECTION 6. BLOOD BORNE PATHOGENS / EXPOSURE CONTROL PLAN

6.1 Purpose

The purpose of the Exposure Control Plan for this facility is to implement the requirements of OSHA Standard 29 CFR 1910.1030 Blood Borne Pathogens, and thereby reduce the risk of employee infection with blood borne pathogens such as, but not limited to, Hepatitis B Virus (HBV), and Hepatitis C (HCV), Human Immunodeficiency Virus (HIV) which results in the disease commonly known as AIDS ~~and Rabies~~. The OSHA standard is included as Appendix A of this plan. This plan shall be reviewed and updated as least annually and as needed, to reflect any changes.

SECTION 22. EMERGENCY ACTION PLAN

22.2 Employee Awareness

1. All personnel should be aware of fire extinguisher locations.
2. All personnel should be aware of first aid equipment locations.
3. All personnel should have a list of emergency phone numbers.
4. All equipment and first aid boxes shall be inspected ~~monthly~~ and expired or missing items replaced.

22.6 Alerting Building Occupants During Emergencies

In general, employees should only alert other occupants, emergency personnel, or staff when it does not put their own safety in jeopardy.

1. Fire

- (1) Call 911 (9-911 City phone) to report the fire. If a fire alarm is available pull the alarm. The locations of the fire alarm boxes are noted on the evacuation floor plans. The fire alarm alerts building occupants of the need for evacuation.
- (2) If possible notify the immediate supervisor.
- (3) If your building does not have a fire alarm, and it is safe to do so, use a desk phone to alert the administration that there is an emergency. The City Manager will initiate the intercom notification system to alert City employees. If the City Manager is unavailable then the Safety Coordinator or the IT Director may initiate the intercom notification system.
- (4) It may be necessary to verbally shout the alarm, if people are still in the building and the phone system alarm has stopped sounding, or if the alarm does not sound at all. This can be done while exiting the building.
- (5) The administration should be contacted in the following order:
 - City Manager
 - Safety Coordinator
 - IT Director

2. Gas Leak

- (1) If you smell gas (often smells like rotten eggs) or detect a gas leak do not use any phones while inside the building. They could create a static spark that could cause an explosion. Verbally notify the other occupants of the building and evacuate.
- (2) If possible notify the immediate supervisor.
- (3) Once outside call 911.
- (4) ~~Next notify General Services about the leak at 505-793-4181 or 334-7664. Then~~ Contact the New Mexico Gas Company at 888-664-2726
- (5) Next alert the administration that there is an emergency.
- (6) The administration should be contacted in the following order:
 - City Manager
 - Safety Coordinator
 - ~~IT Director~~

3. Workplace Violence

- (1) First call 911 (9-911 City phone).
- (2) If possible notify the immediate supervisor.

- (3) Next alert the administration that there is an emergency.
- (4) The administration should be contacted in the following order:
 - City Manager
 - Safety Coordinator
 - ~~IT Director~~

4. Bomb Threat

- (1) If you receive a bomb threat, notify your immediate supervisor. Do not use cell phones inside the building. Do not turn the lights or electrical equipment on or off. If it is possible notify the immediate supervisor.
- (2) Once you are outside the building call 911 ~~or 505-334-6622~~ to notify the Police.
- (3) Next alert the administration that there is an emergency.
- (4) The administration should be contacted in the following order:
 - City Manager
 - Safety Coordinator
 - ~~IT Director~~

5. Suspicious Package

- (1) If you observe a suspicious package call 911 (9-911 City Phone) ~~or 334-6622~~.
- (2) If possible notify the immediate supervisor.
- (3) Next alert the administration that there is an emergency.
- (4) The administration should be contacted in the following order:
 - City Manager
 - Safety Coordinator
 - ~~IT Director~~

1. Other Emergencies

- 1) To report other emergencies, employees should call 911 (9-911 City phone).
- 2) If possible notify the immediate supervisor.
- 3) Next alert the administration that there is an emergency.
- 4) The administration should be contacted in the following order:
 - City Manager

- Safety Coordinator
- ~~IT Director~~

City of Aztec
ORDINANCE 2017-454

An Ordinance to Amend Chapter 17, Section 17-3 Safety Policy

WHEREAS, the City of Aztec has a responsibility to create a safe working environment for its employees; and

WHEREAS, the City has created a Safety Program and a written Safety Policy to provide policies and procedures to guide the creation of the safe working environment;

NOW THEREFORE BE IT ORDAINED by the Governing Body of the City of Aztec, New Mexico that Chapter 17 Personnel be amended as follows with the addition of Section 17-3:

Sec. 17-3. Safety Policy.

The document entitled "City of Aztec Safety Policy, Revised February 2017" is adopted by reference. All associated forms can be amended through an administrative process by the City Manager.

PASSED, APPROVED, SIGNED AND ADOPTED this 14th day of February 2017.

By the Aztec City Commission, City of Aztec, New Mexico.

Mayor Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

APPROVE AS TO FORM:

Larry Thrower, City Attorney

ADVERTISED DATE OF FINAL ADOPTION: _____

EFFECTIVE DATE OF ORDINANCE: _____