Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner

Destiny Mitchell
Commissioner

Ingo Hoeppner
Commissioner

Gary Whitehead
City Manager

505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-7767
www.torcnm.org

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, JULY 23, 2025; TO START AT 4:00 P.M.

A. CALL TO ORDER

B. INTRODUCTION
   1. ROLL CALL
      Hon. Rolf Hechler, Mayor
      Hon. Amanda Forrister, Mayor Pro-Tem
      Hon. Destiny Mitchell, Commissioner
      Hon. Merry Jo Fahl, Commissioner
      Hon. Ingo Hoeppner, Commissioner
   2. SILENT MEDITATION
   3. PLEDGE OF ALLEGIANCE
   4. APPROVAL OF AGENDA
   5. COMMISSION COMMENTS
   6. STAFF COMMENTS

C. PRESENTATIONS
   1. Introduction of Ms. New Mexico, Sarah Ortiz to the City Commission. Jocelyn Holguin, Finance Director
   2. Compensation Study Report. Valliant Consulting Group

D. CONSENT CALENDAR
   1. Purchase report of items between $20,000 and $60,000

E. NEW BUSINESS
   1. Discussion/Action: Appeal regarding the issuance of a Kennel Permit at 412 Elm. City Manager Whitehead
   2. Discussion/Action: Compensation Study. City Manager Whitehead
   3. Discussion/Action: Civility Government Relations Contract Renewal. City Manager Whitehead

E. NEW BUSINESS Continued…

4. Discussion/Action: Proposed Truth or Consequences Police Policy Manual. Chief Tavizon
5. Discussion/Action: Approval of Purchase Requisitions over $60,000. Jocelyn Holguin, Finance Director
    a. Statewide Price Agreement #40-000000-23-00023. Pluma, LLC for Foch Street Project through Main Street to include NM GRT.
    b. CES-MEP 2023-04-R2211-678 LYNCO Electronic Signs Project.
    c. CES Contract # MEP 2023-04-R2211-678. T or C Display Boards for 307 Date Street and the City Baseball fields.
    d. CES Traditional Contract # 2023-05-R1289-ALL. Ralph Edwards Skate Park Design and Construction.
6. Discussion/Action: Approve the executed grant agreement for the FY26 Clean and Beautiful Grant. OJ Hechler, Community Services Director
7. Discussion/Action: FY26 Water Project Fund (WTB) Application Cycle Notice of Intent. Assistant City Manager Alvarez
8. Discussion/Action: FY 25/26 Sub-Recipient Grant Agreement for Matthew 25. City Clerk Torres
9. Discussion/Action: Approval of the Records Inventory List for destruction. City Clerk Torres
10. Discussion/Action: Re-appointment of Lisa Kent to the Planning & Zoning Commission. City Clerk Torres
11. Discussion/Action: Re-Appointment of Sid Bryan to the Public Arts Advisory Board. City Clerk Torres
12. Discussion/Action: Re-Appointment of Cary "Jagger" Gustin to the Public Arts Advisory Board. City Clerk Torres
13. Discussion/Action: Re-Appointment of Eduardo Alicea to the Public Arts Advisory Board. City Clerk Torres
14. Discussion/Action: Re-Appointment of Andy Underwood to the Public Arts Advisory Board. City Clerk Torres

F. ADJOURNMENT

The meeting will be streamed through Facebook Live on the City of Truth or Consequences Public Information Facebook Page

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting please contact the City Clerk's Office, at 505 Sims Street, Truth or Consequences, New Mexico 87901, phone (575) 894-6673 at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.

NEXT REGULAR CITY COMMISSION MEETING AUGUST 13, 2025, at 9:00 A.M.

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 23, 2025

Agenda Item #: C.1

SUBJECT: Introduction of Ms. New Mexico, Sarah Ortiz to the City Commission.
DEPARTMENT: Finance
DATE SUBMITTED: July 17, 2025
SUBMITTED BY: -
WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

Summary/Background:

Ms. New Mexico is campaigning for Ms. America in Las Vegas in August. She would like to attend our Commission meeting to do a meet and greet for support.

Recommendation:

N/A

Attachments:

- -

-

Fiscal Impact (Finance): Choose an item.

-

Legal Review (City Attorney): **N/A**

None.

Approved For Submittal By: ☐ Department Director

Reviewed by: ☐ City Clerk ☒ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 7-23-25


MISS NEW MEXICO
for America
Strong 2025

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 23, 2025

Agenda Item #: C.2

SUBJECT: Compensation Study Report
DEPARTMENT: City Manager's Office
DATE SUBMITTED: July 16, 2025
SUBMITTED BY: City Clerk Torres
WHO WILL PRESENT THE ITEM: Valliant Consulting Group

Summary/Background:
Presentation and Review of the Proposed Compensation Study.

Recommendation:

Presentation Only.

Attachments:

- PowerPoint Presentation
- .

Fiscal Impact (Finance): **No**

.

Legal Review (City Attorney): **No**

.

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

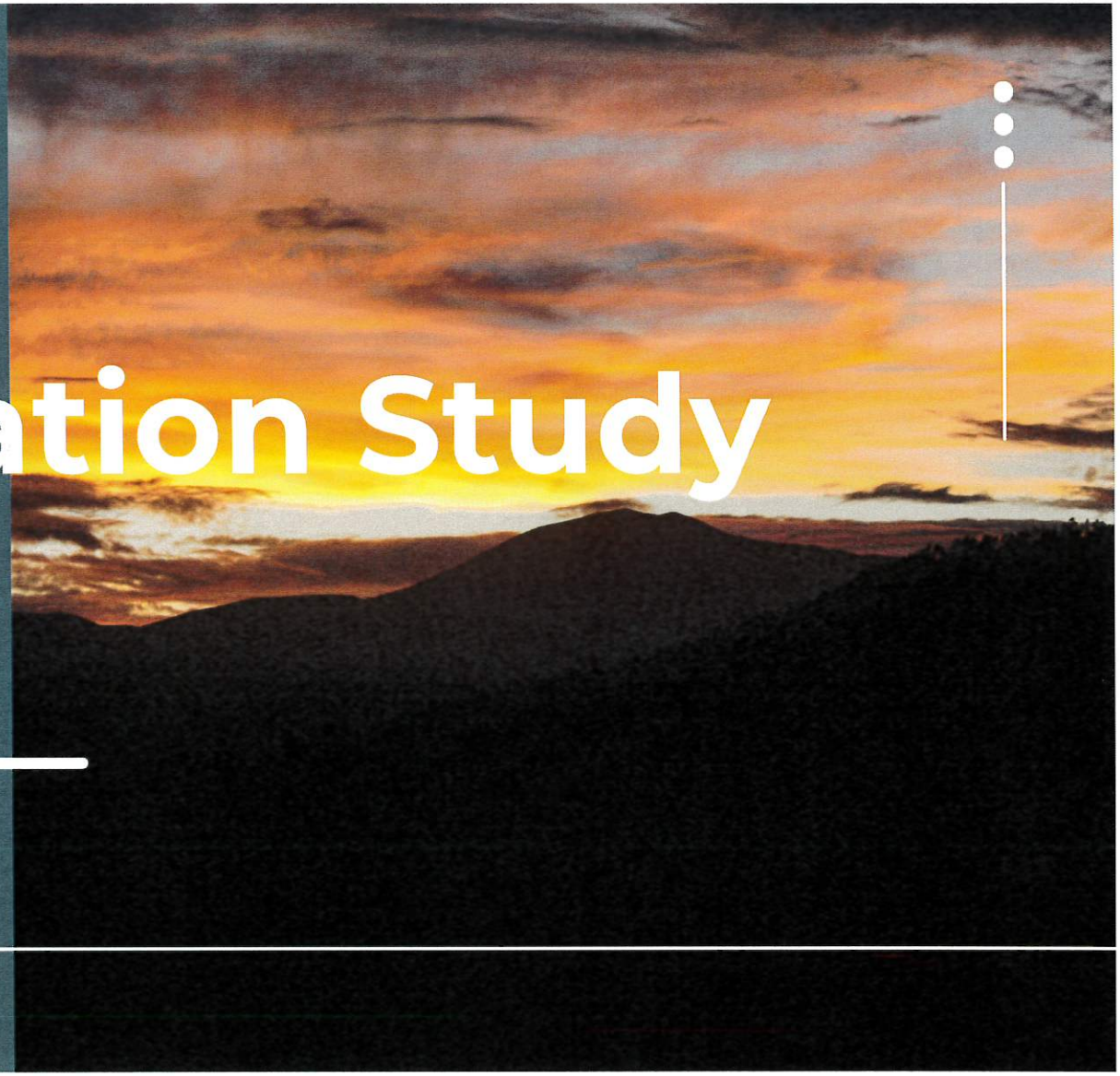
Resolution No. . Ordinance No. .
Continued To: . Referred To: .
☐ Approved ☐ Denied ☐ Other: Click here to enter text.
File Name: CC Agendas 7-23-25

Valliant Consulting Group

CITY OF TRUTH OR CONSEQUENCES

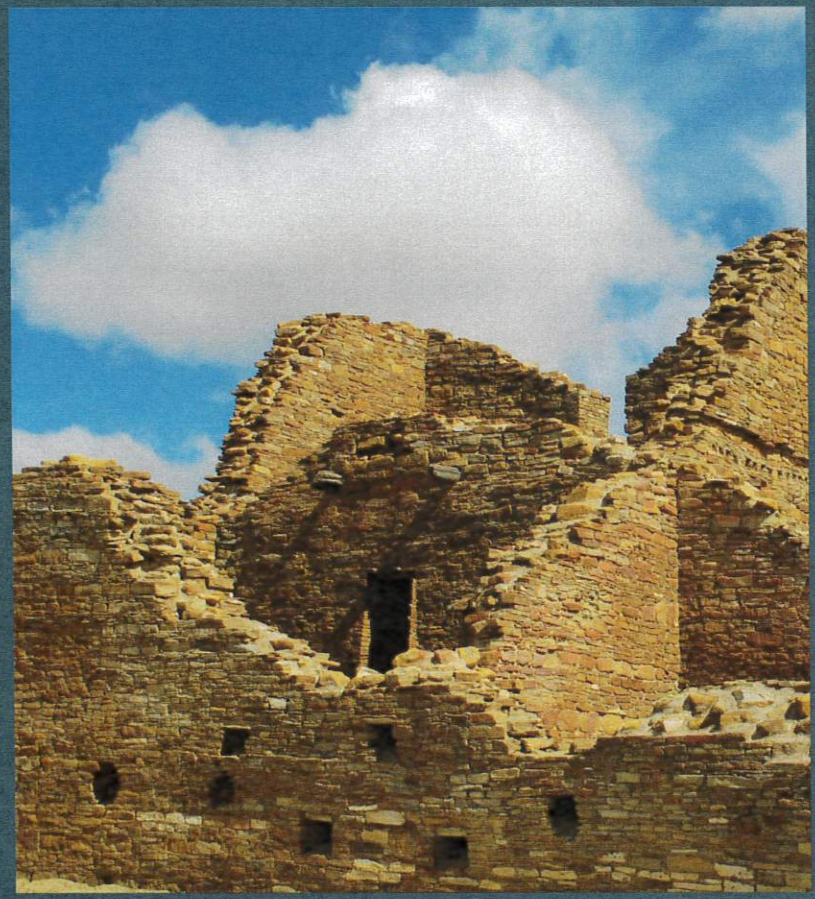
Compensation Study

City Commission Report



July 23, 2025

Presented by Valliant Consulting Group



Agenda

- Review of project deliverables
- Review of key concerns
- External market determination
- Internal structure recommendation
- Cost and compression analysis
- Requests for Review
- Policy evaluation
- Implementation
- Questions

Valliant

Project Deliverables

Review current state

- Confirm compensation philosophy
- Evaluate current system, structures and policies
- Compile a Master Listing of positions to be included

Conduct market review

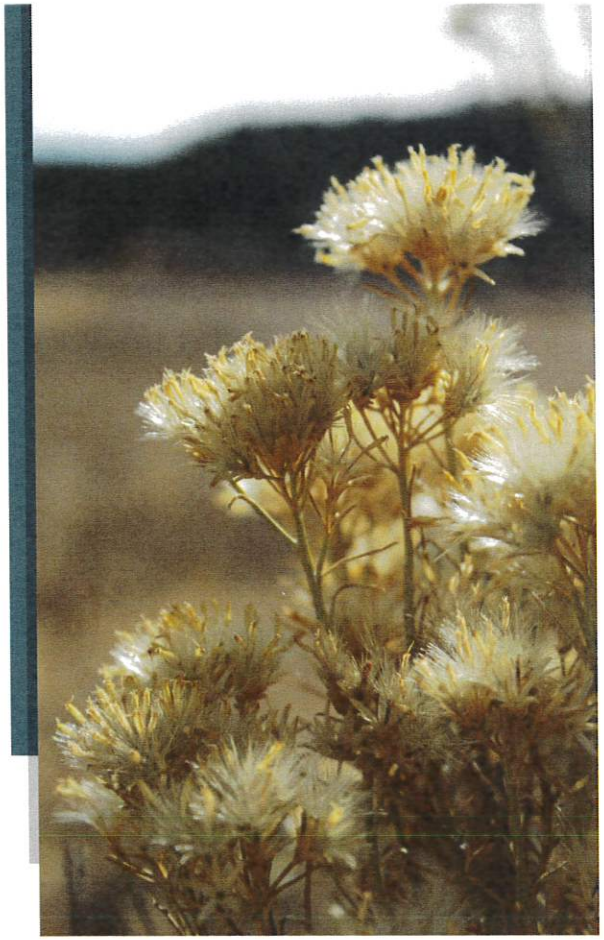
- Define relative labor market
- Collect market data
- Ensure FLSA alignment
- Create/update compensation system to reflect market rates

Prepare for implementation

- Calculate estimated costs
- Review impact on compression
- Recommend policy revisions, implementation plan and system maintenance

Support communications

- Ensure effective and ongoing communications to stakeholders at all levels of the organization



Key Concerns Addressed

- Desire for greater market responsiveness and internal consistency
- Eagerness to pay a livable wage
- Desire to become premiere employer-of-choice

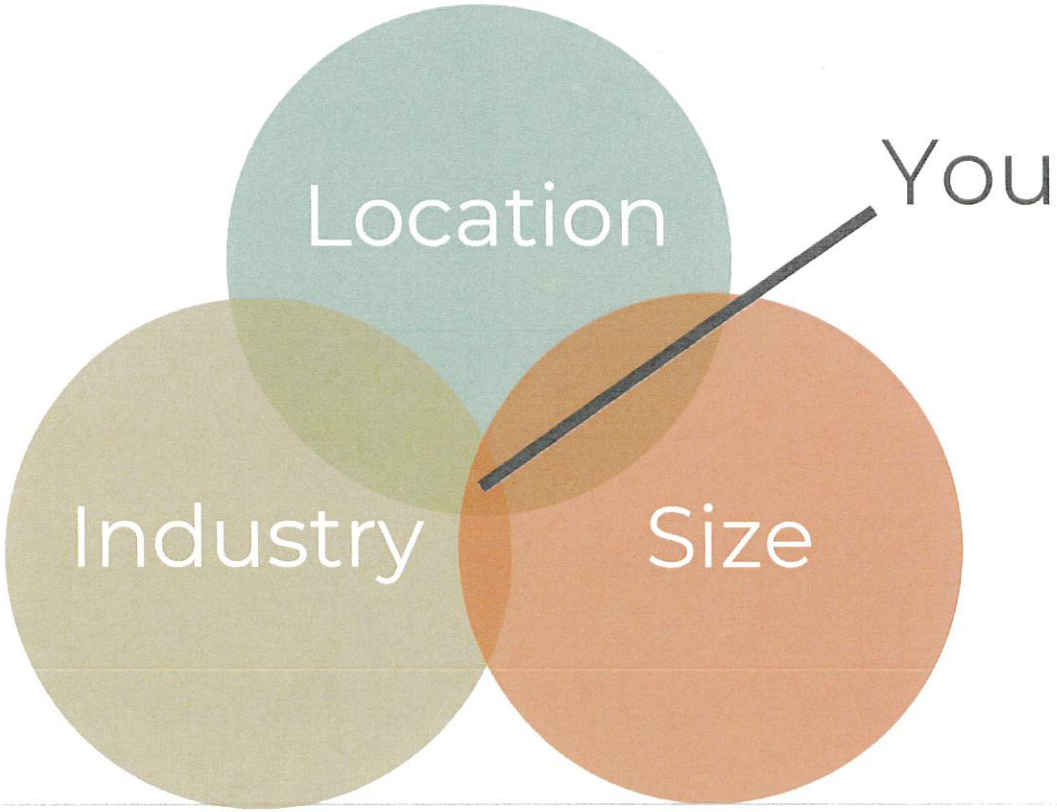
Study Objectives



An effective compensation system balances an organization's need to be externally competitive and internally consistent.

Valliant Consulting Group

Defining Market



Market Determination

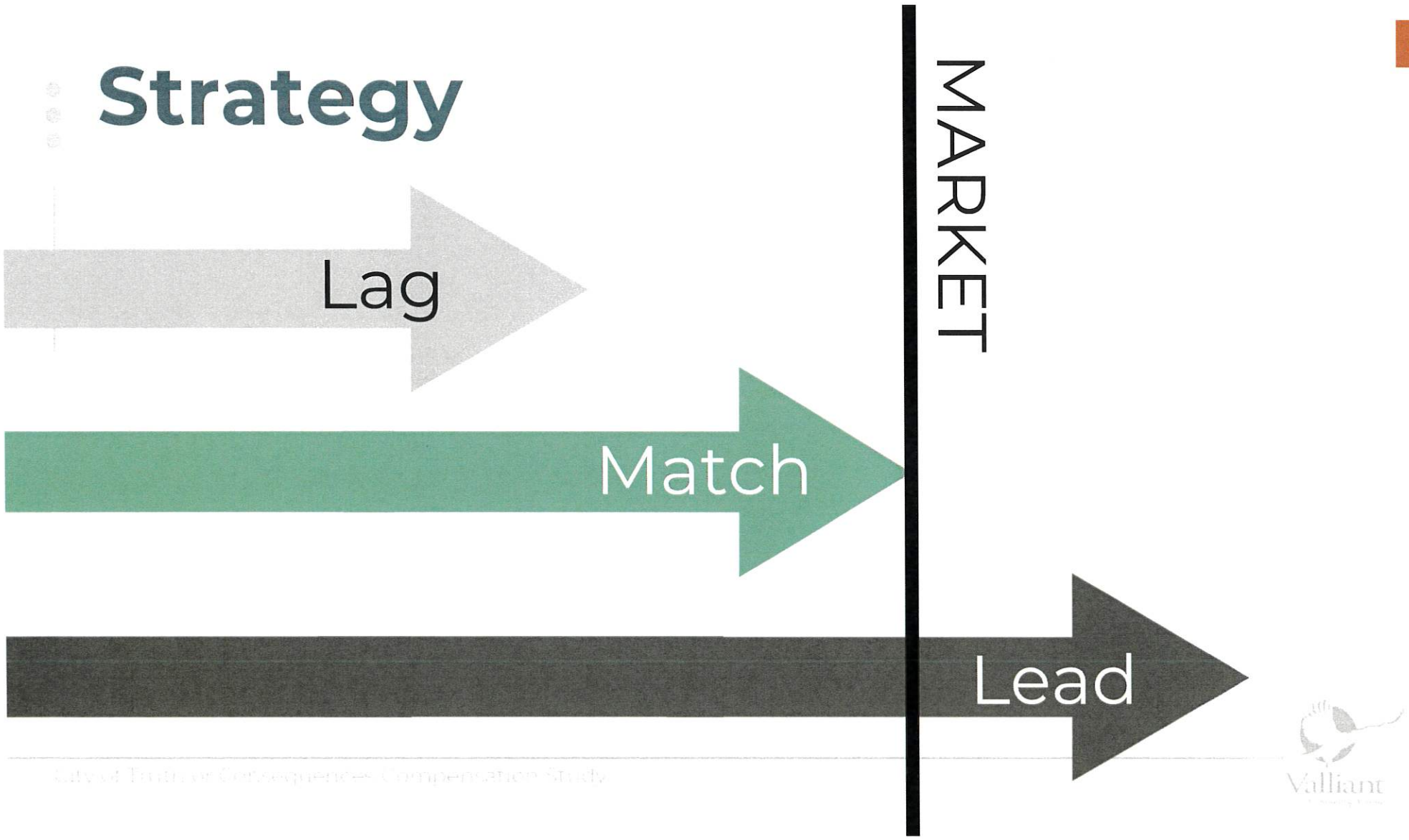
Salary Surveys

- Bureau of Labor Statistics
- CompAnalyst
- Department of Labor
- EACR Non-Profit Organization Salary Survey
- Economic Research Institute
- O*Net Online Database
- World at Work

Comparable Employers

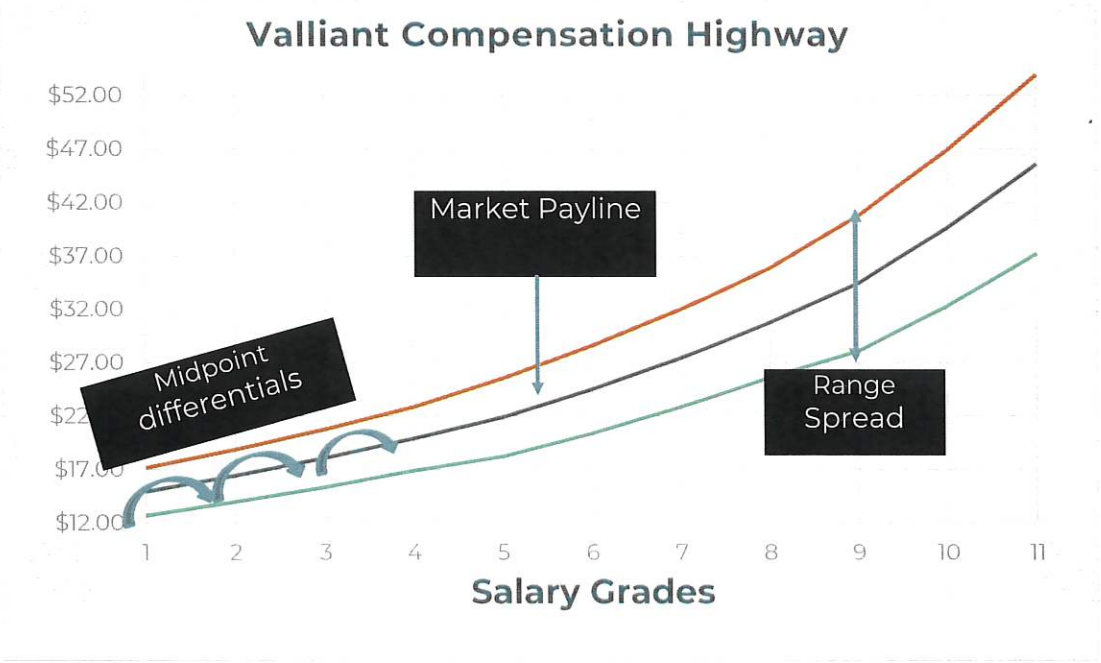
- Job postings for comparable positions
- City of Aztec
- City of Hobbs
- City of Raton
- Sierra County
- Town of Edgewood
- Town of Taos
- VCG's confidential database of salary sources, including other New Mexico municipalities

Strategy



Wage Structure Design

VCG recommends establishing a new structure, which aligns with industry best practices and supports the City's ability to recruit and retain talented staff.



Valliant

Wage Structure Design

VCG recommends establishing a new structure, which aligns with industry best practices and supports the City's ability to recruit and retain talented staff.

Grades	Range Spreads	Midpoint Differentials
NE1-NE5	40%	10%
NE6-NE10	45%	12%
E1-E3	45%	12%
E4-E6	50%	15%

Salary Structures

Non-Exempt

Grades	Minimum		Midpoint		Maximum	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
NE1	$13.25	$27,560.00	**$15.90**	**$33,072.00**	$18.55	$38,584.00
NE2	$14.58	$30,326.40	**$17.49**	**$36,379.20**	$20.41	$42,452.80
NE3	$16.03	$33,342.40	**$19.24**	**$40,019.20**	$22.44	$46,675.20
NE4	$17.63	$36,670.40	**$21.16**	**$44,012.80**	$24.68	$51,334.40
NE5	$19.40	$40,352.00	**$23.28**	**$48,422.40**	$27.16	$56,492.80
NE6	$20.91	$43,492.80	**$25.61**	**$53,268.80**	$30.32	$63,065.60
NE7	$23.41	$48,692.80	**$28.68**	**$59,654.40**	$33.94	$70,595.20
NE8	$26.22	$54,537.60	**$32.12**	**$66,809.60**	$38.02	$79,081.60
NE9	$29.36	$61,068.80	**$35.97**	**$74,817.60**	$42.57	$88,545.60
NE10	$32.89	$68,411.20	**$40.29**	**$83,803.20**	$47.69	$99,195.20

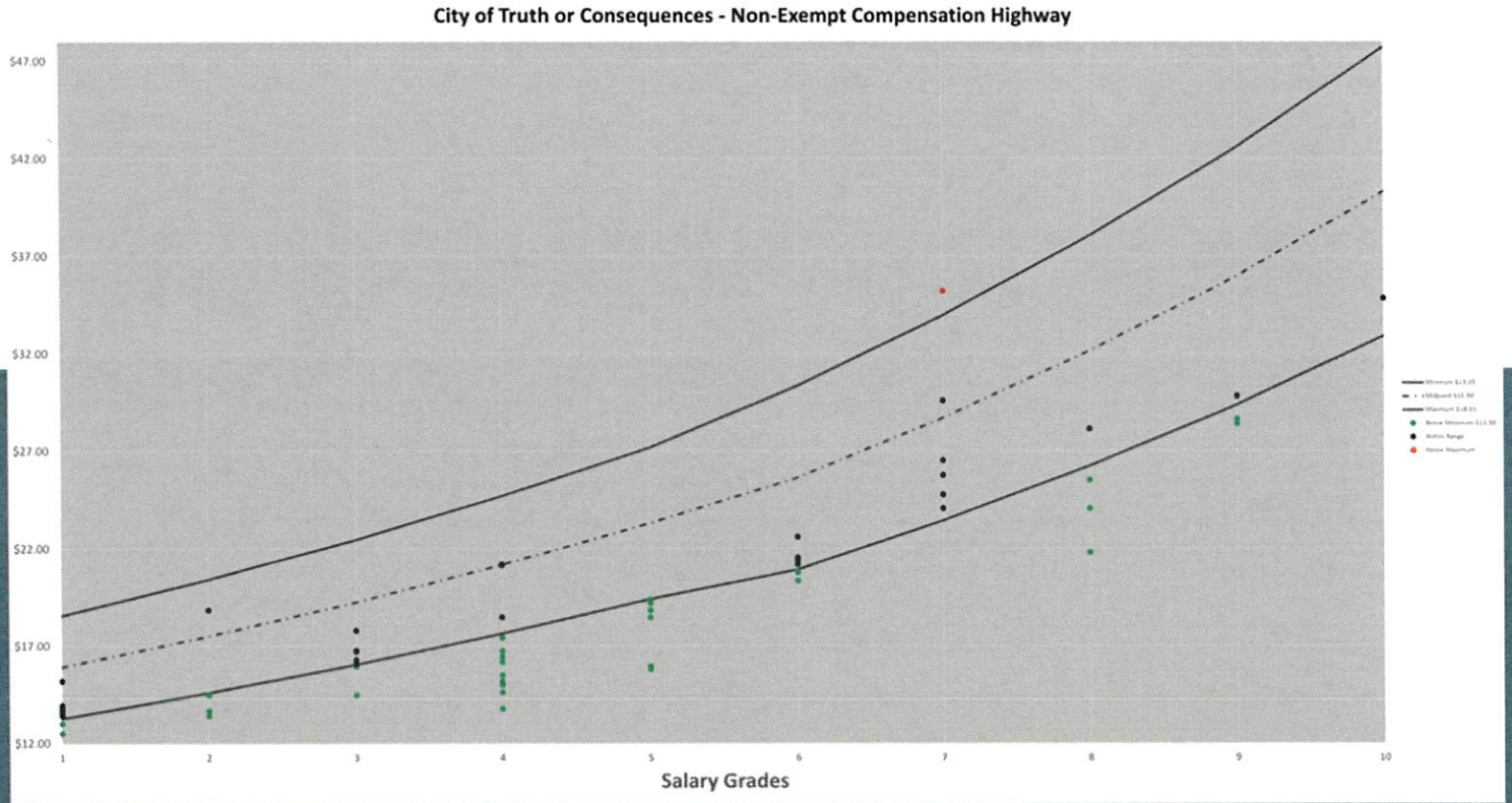
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Salary Structures

Exempt

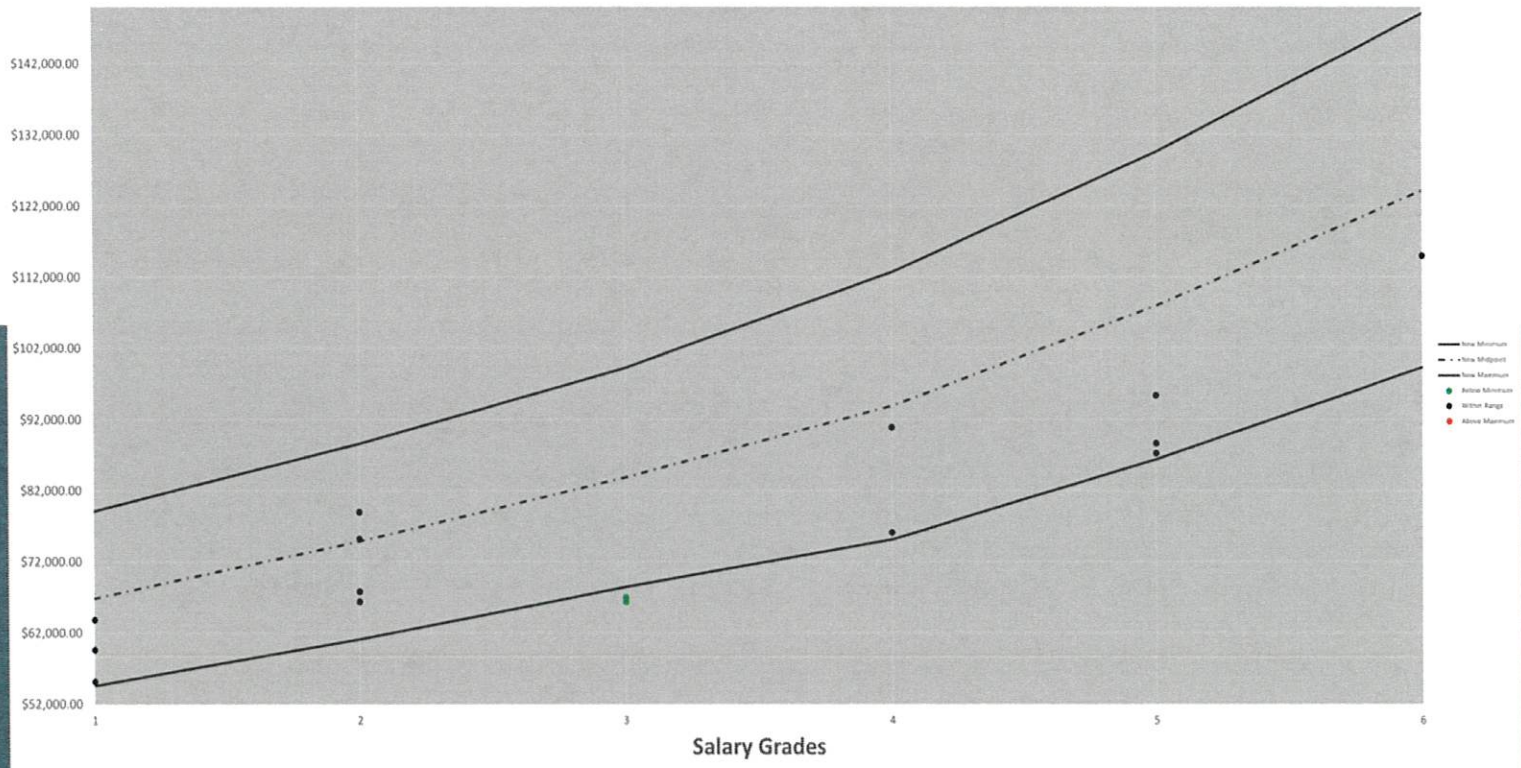
Grades	Minimum	Midpoint	Maximum
	Annual	Annual	Annual
E1	$54,539	**$66,810**	$79,082
E2	$61,083	**$74,827**	$88,570
E3	$68,413	**$83,806**	$99,199
E4	$75,090	**$93,863**	$112,635
E5	$86,354	**$107,942**	$129,531
E6	$99,306	**$124,133**	$148,959

Compensation Highway



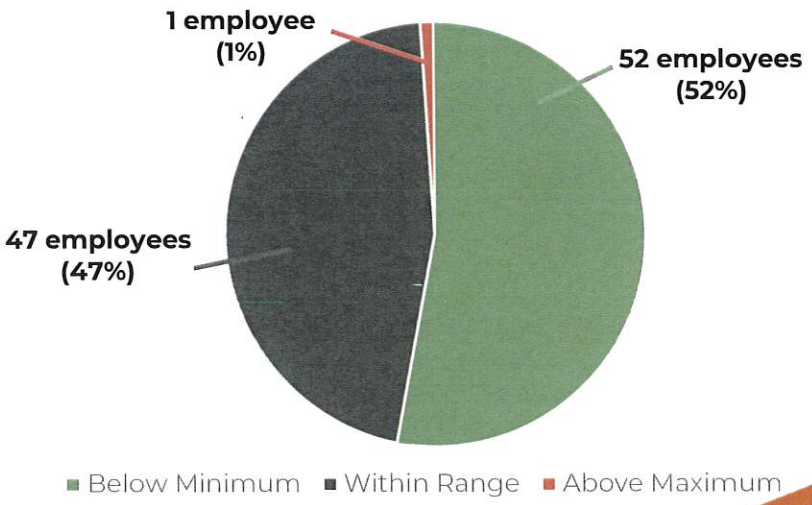
Valliant Consulting Group

Compensation Highway



Valliant Consulting Group

Cost Assessment



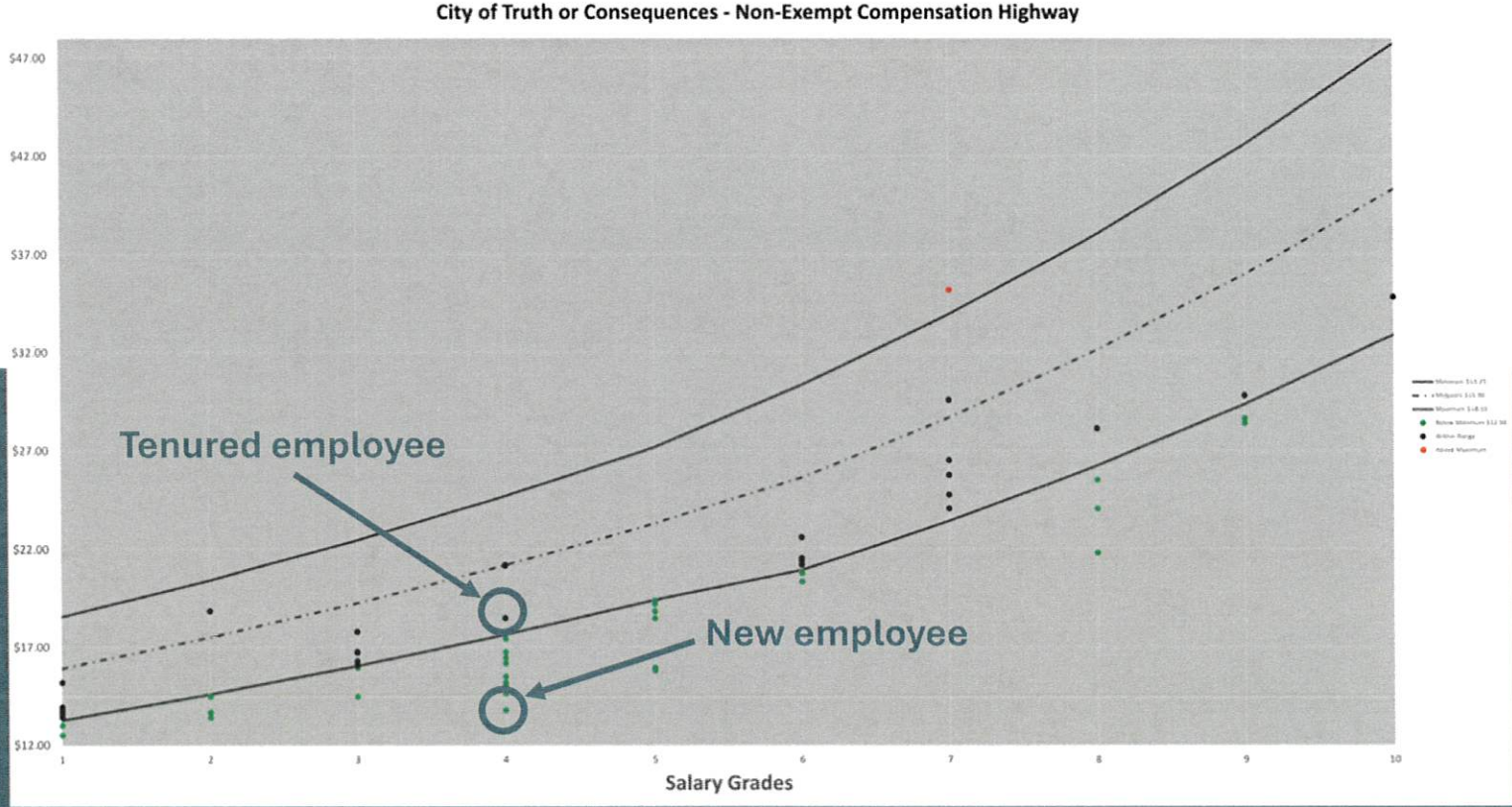
Estimated cost to increase employees to minimum of range		
	Estimated Cost	Average Compa-ratio
Non-Exempt	$106,360.80	85%
Exempt	$3,435.60	89%
Total	**$109,796.40**	**86%**

2.46% of payroll

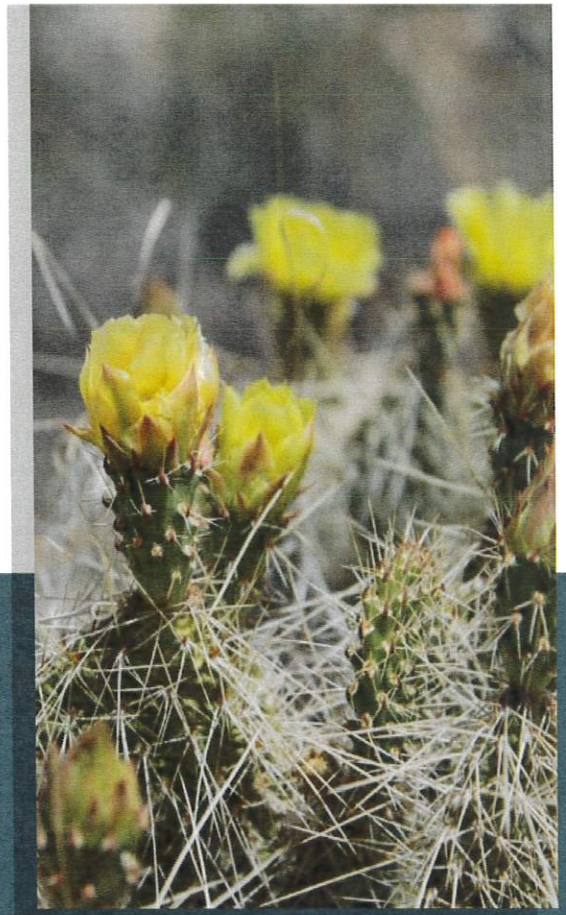
All cost estimates are based on base-pay only and do not account for additional costs, such as fringe.

Valliant

Compression Risk



Valliant Consulting Group



Cost to Mitigate Compression

	Additional Cost to Address Compression	Total Estimated Cost	Average Compa-Ratio Achieved
Non-Exempt	$134,669.60	$241,030.40	89%
Exempt	$67,138.73	$70,574.33	93%
Total	**$201,808.33**	**$311,604.73**	**90%**

6.99% of payroll

Compression assumes an employee with **8 years in position** should be paid at the market-aligned midpoint.

Valliant Consulting Group

Requests for Review

- Opportunity to provide feedback on questions, concerns or corrections needed
- Extensive evaluation conducted to ensure alignment internally and with market
- Thorough documentation provided capturing assessments



Valliant

Policy Evaluation

VCG recommends adopting policy to will support market-based pay practices. Recommended additions include:

- Updating language referencing the salary structure's design to align with recommendations
- Guidance on how the City will maintain the structure over time
- Adding language regarding job descriptions and cases in which an individual may be required to perform duties not captured
- Adding language regarding compliance with the Fair Labor Standards Act (FLSA)
- Recommending opportunities for merit-based increases
- Adding language pertaining to placements for New Hires, Promotions, Transfers, Demotions and Reclassifications

Implementation

Approve

- Determine if it is economically feasible to implement the recommendations
- Approve structure

Prepare

- Assess the timing and method for addressing employees paid less than new grade minimums.
- Identify date for implementation
- Determine resources needed (e.g., payroll dates, forms, etc.)

Implement

- Train managers
- Communicate to employees
- Implement new structure
- Implement increases to minimum
- Prepare for compression increases

Maintain

- Monitor employees paid over maximum
- Review/adjust structure every 12-24 months
- Utilize salary calculator
- Benchmark every 2-3 years



Questions?

Thank you for entrusting Valliant Consulting Group with this important effort!

Valliant
Consulting Group

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 23, 2025

Agenda Item #: D.1

SUBJECT: Purchases of items between $20,000 and $60,000
DEPARTMENT: Finance
DATE SUBMITTED: July 18, 2025
SUBMITTED BY: -
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Review of purchases between $20,000 and $60,000.

Recommendation:

Review of purchases between $20,000 and $60,000.

Attachments:

- -

-

Fiscal Impact (Finance): Choose an item.

-

Legal Review (City Attorney): **N/A**

None.

Approved For Submittal By: ☐ Department Director

Reviewed by: ☐ City Clerk ☒ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 7-23-25

Agency :	M0098 - CITY OF TRUTH OR CONSEQUENCES
Procurement Number :	60-M0098-25-EM059
Next Step :	REVIEW
Uploaded Files :	Emergency Determination: EMERGENCY DETERMINATION-BARTOO-STATE REPORTING.pdf
Completed date :	Thursday, July 3, 2025 3:06 PM
Completed by :	Jocelyn Holguin



BAR-2

Bartoo Sand & Gravel, Inc
P.O. Box 3769
Truth or Consequences, NM 87901
(575) 894-7181

Date: 7-3-25

50273

Sold To: City of T or C

Job Address: Pershing St.

Mailing Address: PO # 820162

GROSS WT.	TRUCK QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
TARE WT.	3 hrs.	Emergency Weather	"	
NET WT.		Related Debris		
TONS		Cleanup.		
TRUCK #		SkyTrak		
DRIVER		Loader		
		Lowboy		
		End Dump		
START TIME:		Extra Labor	SUB	
END TIME:			TAX	
			TOTAL	
PHONE #			CASH / CHARGE	

Received By X _____ Special Instructions _____

GENERAL TERMS & CONDITIONS

TERMS OF PAYMENT: On approved credit terms are net 10th unless otherwise agreed upon. A finance charge of 1-1/2% per month,(18% per year) will be charged on past due balances. Any cost incurred as a result of collecting on accounts will be paid by purchaser.

CONTINGENCIES: Seller will not be responsible for failure to make delivery when prevented by strikes, labor troubles, accidents, or necessary repairs to machinery, fire, floods, inability to obtain transportation, or in the event of inability to obtain at reasonable costs, electric power, other fuel or operating materials or machinery; or by reason of any other contingencies beyond Seller's control.

DELIVERIES: For less than full loads an additional charge per load will be made. An additional charge will be made for all deliveries after 5 p.m. on weekdays, and on Saturdays. The Purchaser agrees to provide suitable road ways or approaches to points of delivery when material is delivered in places other than on paved streets, in the event delivery is made beyond curb line. Seller will not assume liability for damage to sidewalks, driveways or other property; and Purchaser agrees to indemnify and hold Seller harmless against all liability, loss, or expenses incurred as a result of such deliveries. Keep off seller's truck and equipment.

DAMAGE TO TRUCKS AND EQUIPMENT: Purchaser agrees that any and all costs for repairs necessitated by damage to Seller's truck and/or equipment or any real property owned by 3rd party resulting from Purchaser's method of unloading, or from any other cause due to the Purchaser's negligence while on the site or the work shall be borne by the Purchaser.

DETENTION OF TRUCKS AT THE BUILDING SITE: $ 2.00 per minute.

Bartoo Sand & Gravel, Inc.

P.O. Box 3769
Truth or Consequences, NM, 87901

Invoice

Date	Invoice #
7/3/2025	M50273

Bill To	Ship To
CITY OF T OR C 505 SIMS T OR C, NM 87901	PERSHING ST.

PO #	Project	Terms	Ship	Via
82062		Net 30	7/3/2025	BAR2 TRUCK

Quantity	Item Code	Description	U/M	Price Each	Amount
3	444 - EQUIP/SE...	EMERGENCY WEATHER RELATED DEBRIS CLEAN UP SKYTRAK LOADER LOWBOY END DUMP EXTRA LABOR Sales Tax		500.00 6.6875%	1,500.00T 100.31

PLEASE REMIT PAYMENTS TO: BARTOO SAND & GRAVEL
PO BOX 3769
TRUTH OR CONSEQUENCES, NM 87901

TOTAL **$1,600.31**

STATE OF NEW MEXICO
EMERGENCY DETERMINATION FORM

The emergency procurement method *(NMSA 1978, Section 13-1-127)* may only be used when the service, construction or item of tangible personal property procured:

1. is needed immediately to:
    a. control a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event; or
    b. plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event; and
2. cannot be acquired through normal procurement methods.
    a. The agency entering into an emergency procurement should employ a competitive process to the extent practicable under circumstances.

The purchase or lease of heavy road equipment is not allowed under the emergency procurement statute.

The state purchasing agent or a central purchasing office that makes an emergency procurement shall outline its determination of the basis for the procurement and its selection of the contractor in writing and include the writing in the procurement file. (That writing can be made on this form.) Promptly thereafter:

- the state purchasing agent shall post notice of the procurement on its website; or
- the central purchasing office shall post notice of the procurement on its website, if it maintains one, and shall transmit the notice to the state purchasing agent for posting on the state purchasing agent's website.

NOTE: the state purchasing agent or a central purchasing office that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the legislative finance committee and the department of finance and administration within sixty days after the end of the fiscal year in which the procurement was made.

I. Name of Agency: City of T or C

Agency Chief Procurement Officer: Jocelyn Holguin

Telephone Number: 575-740-7323

II. Name of Contractor: Bartoo Sand and Gravel

Address of Contractor: 654 NM-181, , Truth or Consequences, NM 87901

Amount of prospective contract: $59,999.00 Estimate

Term of prospective contract: 1 Week

III. Thoroughly list the services (scope of work), construction or items of tangible personal property being procured: Based on a mini tornado that swept through T or C on the evening of July 2, 2025, significant damage occurred with a heavy wind gust which hit a local business and resulted in the roof being swept across the town knocking down electrical poles and snapping the poles into pieces. The roof was tangled into the wires and landed on top of a home in the Pershing Street area. Smithco was asked to come in to assist with their heavy machinery to help with the debris and clean up. In addition to the damage on Pershing Street, the wind trail affected the local golf course located at 601-699 Marie St, Truth or Consequences, NM 87901 and destroyed the restroom area as well. It is not salvageable and will require a new restroom area.

IV. Provide an explanation for the justification of the procurement including a description of the emergency condition (s) requiring use of emergency procurement and the practicable competition utilized in compliance with *NMSA 1978, Section 13-1-127.*

Based on the attached photographs, assessment of the area and need of the public, the contractor was called for support as they have the heavy machinery to assist in the cleanup process.

V. Describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).

Force majeure, meaning "superior force" in French, is a contractual clause that excuses a party from fulfilling its obligations when an extraordinary event beyond their control makes performance impossible, illegal, or impractical. It's essentially a way to mitigate risk and allocate responsibility when unforeseen circumstances, often resembling acts of God, disrupt contractual agreements.

VI. Describe what measures the Agency will take in the future to prevent/mitigate use of an emergency procurement under similar circumstances.

The City will continue to finesse their skills and build as a team when unexpected events take place.

Certified by: Date: 7/3/2025

Agency Chief Procurement Officer

Agency Approval by: Date: 7/3/2025

Cabinet Secretary/Governmental Entity Head or Designee

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner

Destiny Mitchell
Commissioner

Ingo Hoeppner
Commissioner

Gary Whitehead
City Manager

505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-7767
www.torcnm.org

PROCUREMENT MEMO
EMERGENCY DETERMINATION

July 3, 2025

To Whom It May Concern:

RE: PERSHING STREET, DATE STREET AND GOLF COURSE DAMANGES

The City of Truth or Consequences experienced a mini tornado in the evening hours between 5:30 and 7:00 PM yesterday July 2, 2025. The wind force knocked over electrical poles which were snapped in half or broken to pieces. TDS service lines were also knocked out as part of the damage.

The extent of some of the damage from the microburst were estimated 6 poles, a roof blown off from a business from Date Street which tangled into the lines and landed on top of a residential home on Pershing Street. There was damage to City circuits and some vehicles.

As part of the clean up the City reached out to Bartoo Sand and Gravel to help with the assistance of debris removal based on their readiness and having the heavy machinery required to help with the cleanup. The cost is estimated and will be adjusted on the final invoice.

On further assessment of the damage the Golf course experienced some minimal damage as the outside bathroom area was demolished. The City intends to reach out to Talon for a temporary fix until a solid determination is conducted. No cost currently, pending further review.

This occurrence is a rare event, and Force majeure is the base of this occurrence. The City will be working with the public and the governing body to continue to provide services within the confines of our ability and security where needed. Thank you.

Should there be any questions or concerns, please do not hesitate to contact me directly. Thank you.

Regards,

Jocelyn Holguin
Finance Director/CPO

CC: Gary Whitehead, Manager

CITY OF TRUTH OR CONSEQUENCES
505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6673
FAX: (575) 894-0363

PURCHASE ORDER

PO Number: 82062 **Date:** 07/03/2025

Requisition #: 94728 **Vendor #:** 0041

ISSUED TO: BARTOO SAND & GRAVEL INC
PO BOX 3769
T OR C, NM 87901

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		Debris Removal From Pershing St.	216-4503-43550		0.00	59,999.00
	EMERGENCY DECLARATION- REMOVAL OF DEBRIS CAUSED BY A MICRO TORNATO ON THE EVENING OF 7/2/2025- SEE ATTACHED						

SUBTOTAL:	59,999.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	59,999.00

Chief Purchasing Office _____ **Date:** 7/3/25

Director of Finance: Requisition approved electronically.

City Manager: Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax – ID# 01-405755-007

REQUISITION

Requisition #: 94728

Date: 07/03/2025

Vendor #: 0041

ISSUED TO: BARTOO SAND & GRAVEL INC
PO BOX 3769
T OR C, NM 87901

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0	Debris Removal From Pershing St.		0.00	216-4503-43550	59,999.00

PO Description: EMERGENCY-PERSHING STREET

Detailed Description:

13-1-127. Emergency procurement; required conditions; limitations; notice.
A. The state purchasing agent or a central purchasing office may only make an emergency procurement when the service, construction or item of tangible personal property procured:

(1) is needed immediately to:

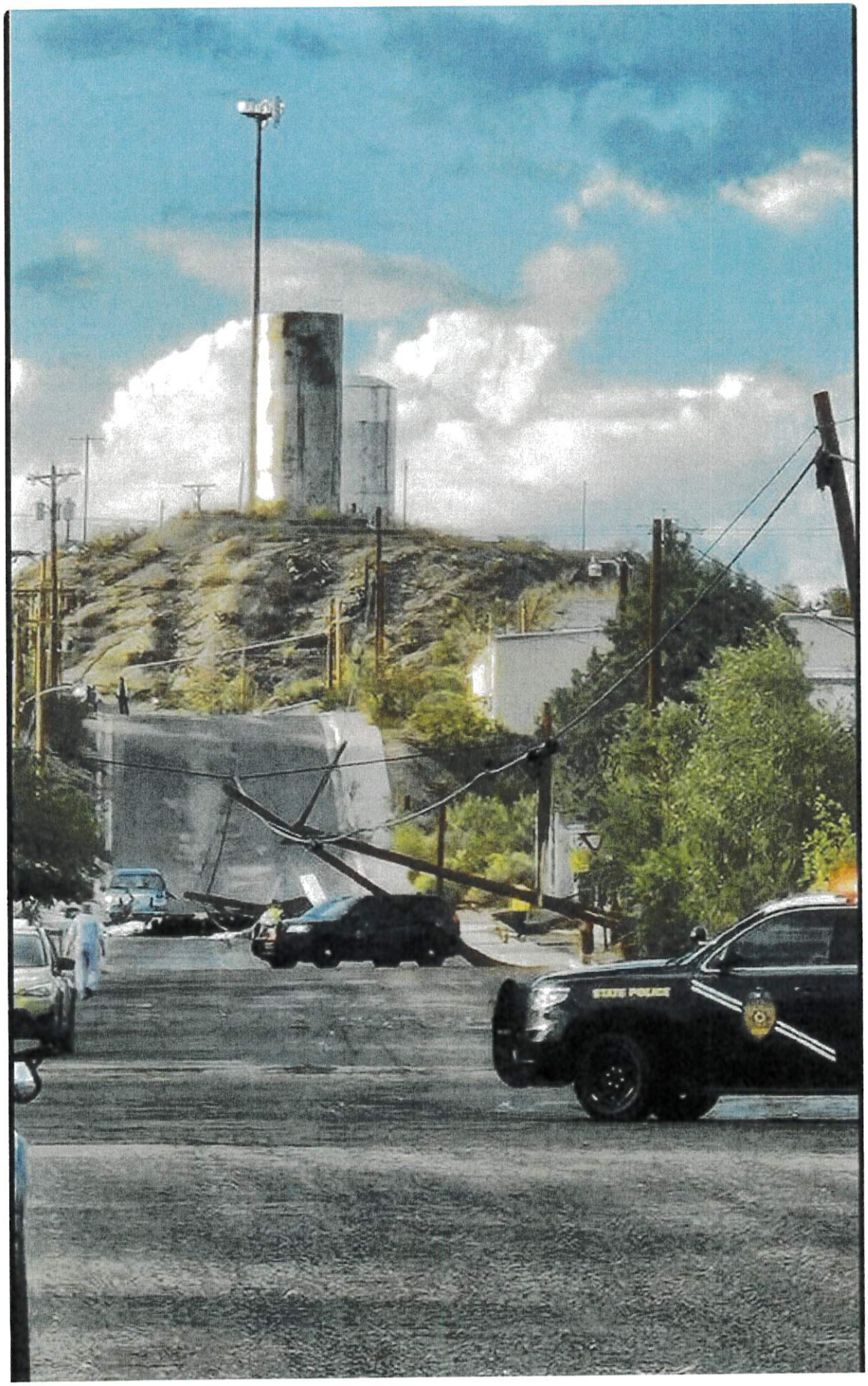
(a) control a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment

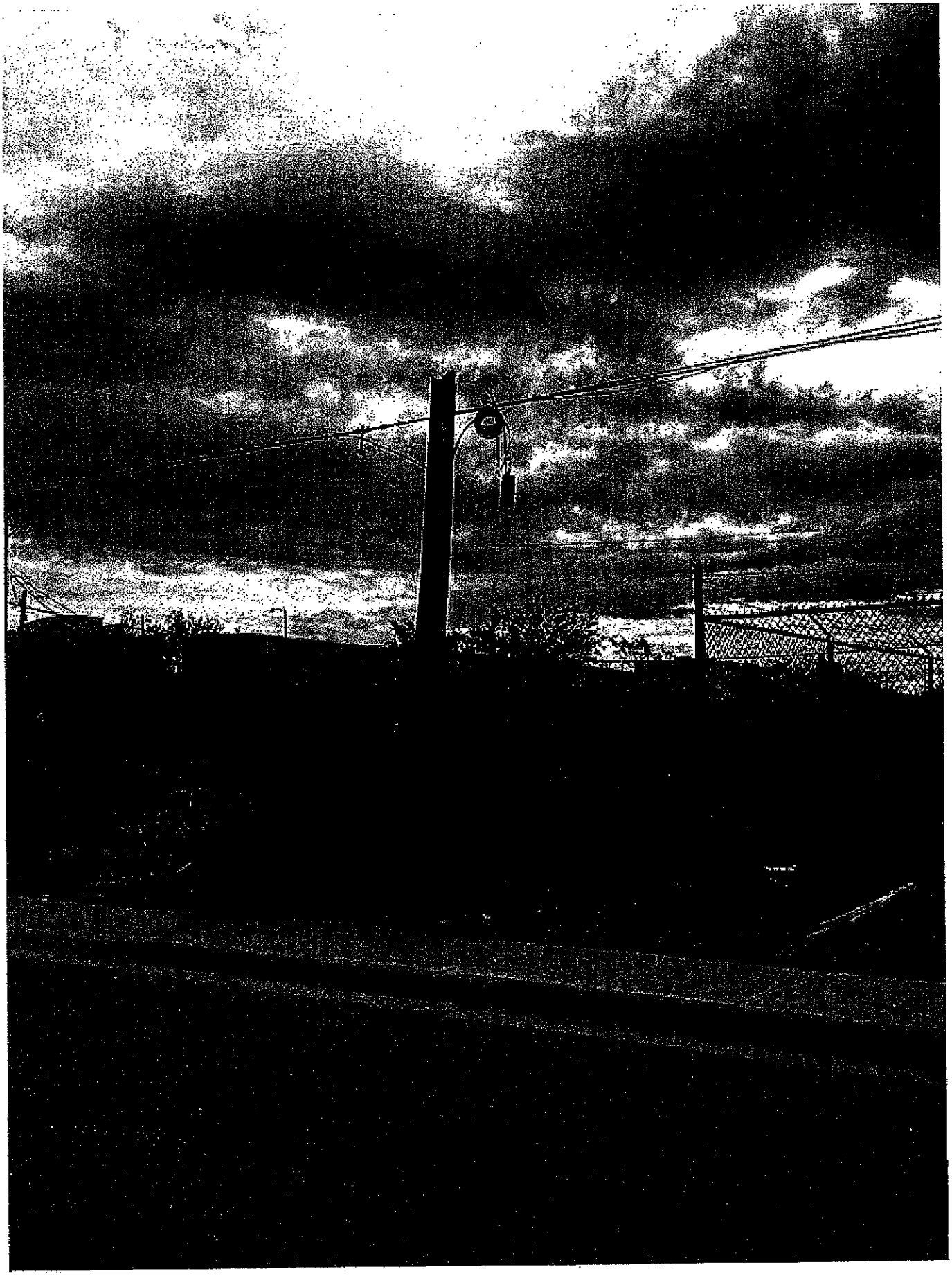
SUBTOTAL:	59,999.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	59,999.00

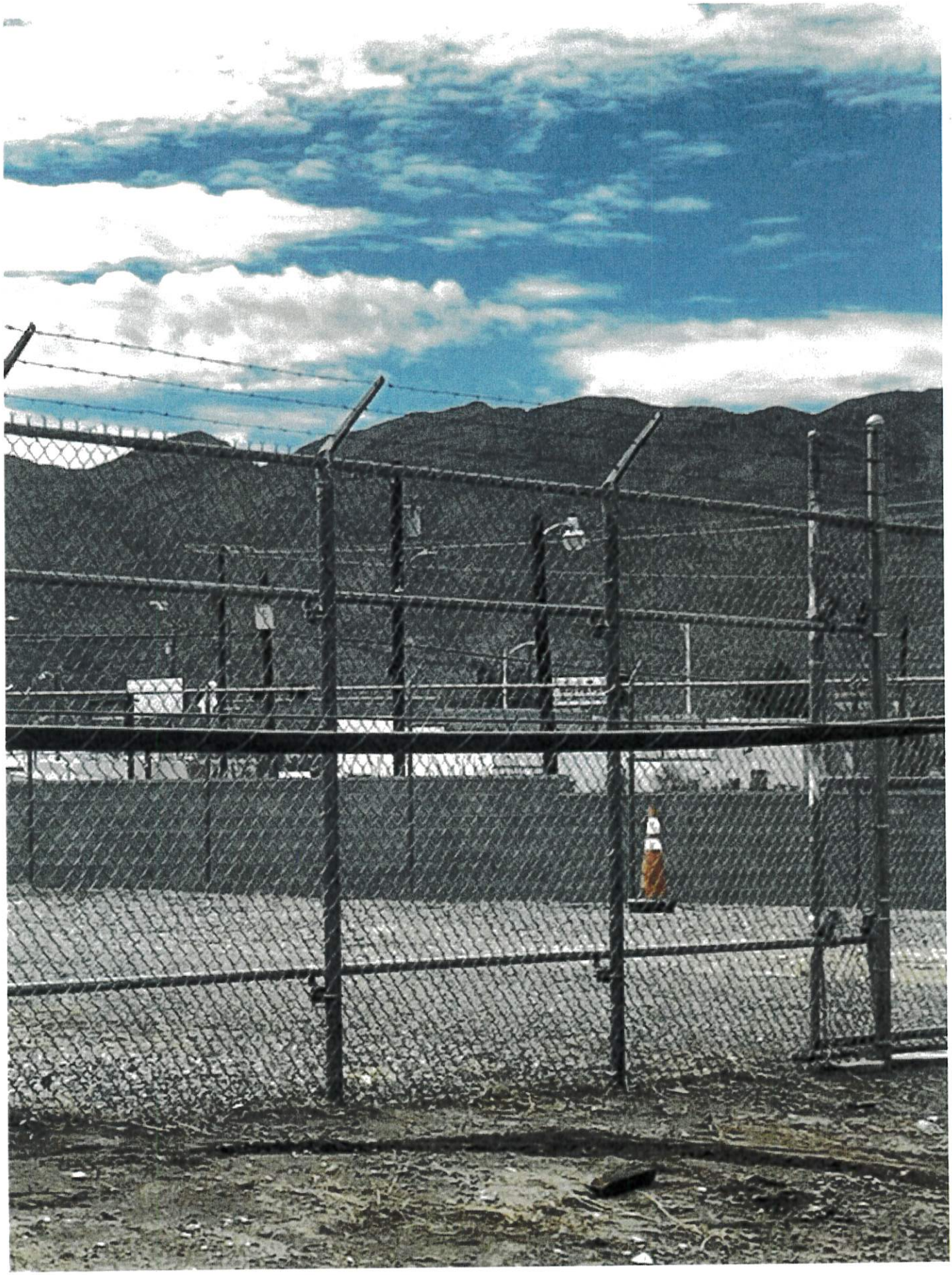
Authorized By: _____

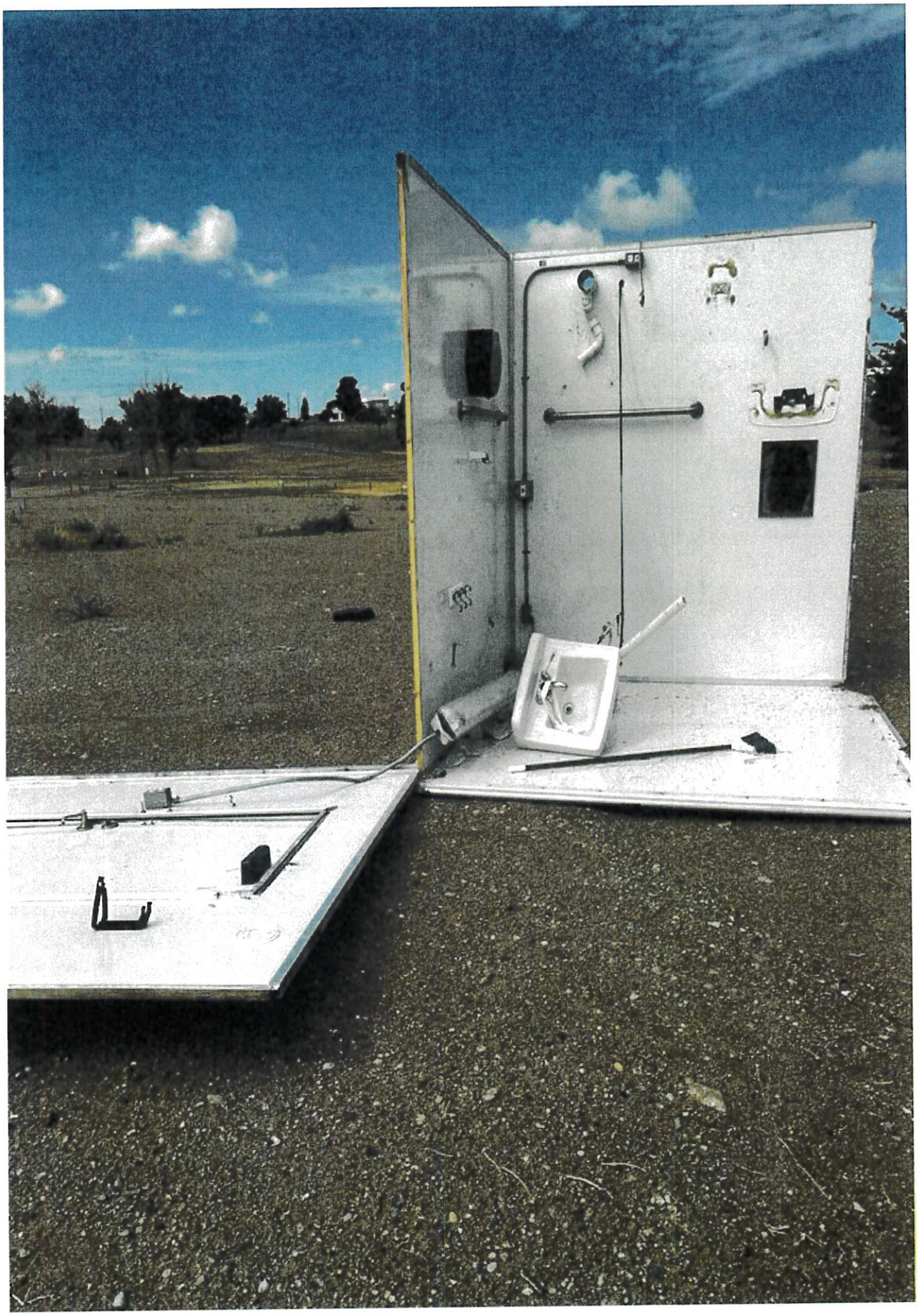





STATE POLICE











Outlook

BARTOO/PERSHING ST. EMERGENCY PO #82062

From Holguin, Jocelyn <jholguin@torcnm.org>
Date Thu 7/3/2025 11:21 AM
To Whitehead, Gary <gwhitehead@torcnm.org>
Cc Miyagishima, Carlos <cmiyagishima@torcnm.org>; Holguin, Mindee <mholguin@torcnm.org>; Smith, Buster <bsmith@torcnm.org>; Anglin, Brenden <banglin@torcnm.org>; Salcedo, Kerin <ksalcedo@torcnm.org>

1 attachment (2 MB)
BARTOO-PERSHING ST-EMERGENCY PO 82062.pdf;

Hi Gary,

Please see attached PO for Bartoo. I will be adding this packet to the emergency declaration to the State site. This balance is an estimate and will be adjusted on the final invoice. Thank you.

Note: I took it from the Streets Department Roadway Maintenance, and we will adjust in the final budget.

Best Regards,

Jocelyn Holguin
Finance Director/CPO
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
Director #575.740.7323
jholguin@torcnm.org

Confucius Says: Teamwork makes the Dreamwork!

OPEN PURCHASE ORDER FROM JULY 1, 2025-PRESENT

MANAGER APPROVED: $20,000-$60,000 DOLLARS COMMISSION REPORT

.0 records found

Issue Date	Number	Department Name	Vendor Name	Vendor Numb △	Total	Description
7/3/2025	82062	Street Dept	BARTOO SAND & GRAVEL I	0041	59,999.00	EMERGENCY-PERSHING S
7/10/2025	82157	Utility Office	PITNEY BOWES INC	0180	30,000.00	UTILITY OFFICE RENT OF E
7/2/2025	82123	Water Dept	BAKER UTILITY SUPPLY CO	0198	40,000.00	OPEN PO FOR FIELD SUPP
7/16/2025	82186	Finance	VILLAGE OF WILLIAMSBUR	0404	36,000.00	FRANCHISE TAX FY 2025-2
7/8/2025	82154	Finance	VILLAGE OF WILLIAMSBUR	0404	45,000.00	SEWER RECEIPTS FY 2025
7/8/2025	82153	Fire Dept	GENERAL FUND	1009	30,000.00	STATE FIRE ADMIN DUE TO
7/9/2025	82156	Water Dept	TAXATION AND REVENUE	1100	22,000.00	WATER CONSERVATION F
7/8/2025	82099	City Clerk	SIERRA JOINT OFFICE ON A	1555	25,000.00	OPEN PO FOR FY 25/26 SU
7/10/2025	82158	Finance	BANK OF THE SOUTHWEST	2172	20,000.00	INTEREST PAYMENTS WTR
7/2/2025	82121	Solid Waste	PARKHILL SMITH & COOPE	6058	45,000.00	MONITORING/REPORTING
7/2/2025	82120	Solid Waste	WEX BANK	7389	40,000.00	SUPPLY VEHICLES & EQUI
7/2/2025	82119	Police Dept	WEX BANK	7389	59,999.00	PD FUEL USAGE FOR FY 25
7/1/2025	82117	Electric Dept	WESTERN UNITED ELECTRI	7498	44,520.00	ELECTRIC INVENTORY- WO
7/1/2025	80456-R1	City Manager	COPPLER LAW FIRM PC	7633	23,427.02	OPEN PO FOR LEGAL SER
7/1/2025	81957-R1	Fire Dept	MUNICIPAL EMERGENCY S	7719	24,201.00	THERMAL IMAGERS
7/1/2025	81251-R1	Police Dept	MHQ OF NEW MEXICO	7728	21,871.95	POLICE VEHICLE UPFIT

26 records found

Issue Date	Number	Department Name	Vendor Name	Vendor Numb	Total	Description	Outstanding
CONTINUED							
7/1/2025	82151	Electric Dept	TRIPLE H SOLAR LLC	7735	30,000.00	ENGINEERING SERVICES-	30,000.00
7/1/2025	81260-R1	Community Develop	WILSON & COMPANY INC E	7982	48,531.31	PERSHING ST/2ND ST REC	48,531.31
7/1/2025	80221-R1	Community Develop	WILSON & COMPANY INC E	7982	29,733.05	GRANT MANAGEMENT SER	29,733.05
7/1/2025	81579-R1	Waste Water	4x4 SERVICES AND CONSU	8410	54,581.24	JESSE COLE CONTRACT F	54,581.24
7/1/2025	82116	Electric Dept	LANDIS+GYR TECHNOLOGY	8485	22,320.00	SaaS MONTHLY FLAT FEE-	22,320.00
7/2/2025	82122	Waste Water	FERGUSON ENTERPRISES	8832	40,000.00	OPEN PO FOR WATER SUP	40,000.00
7/8/2025	82102	City Clerk	INTEGRATED ENVIRONMEN	8897	24,900.00	GERONIMO TRAIL SCENIC	24,900.00
7/1/2025	82149	Finance	XEROX CORP OLD	8948	21,042.00	XEROX EQUIPMENT OPEN	21,042.00
7/1/2025	82094	Finance	DOCUMENT SOLUTION INC	9047	21,077.00	DSI SHARP EQUIPMENT OV	21,077.00
7/1/2025	82148	Finance	MARLIN LEASING CORPOR	9051	50,556.00	SHARP EQUIPMENT OPEN	50,556.00

Reviewed By City Finance Director/CPO On:

ACCEPTED:

YES:

No:

Additional Comments:

Mayor Ralph Hechlor

(If required.)

City Clerk Attest:

(If required.)

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 23, 2025

Agenda Item #: E.1

SUBJECT: Appeal regarding the issuance of a Kennel Permit at 412 Elm
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: July 16, 2025
SUBMITTED BY: City Clerk Torres
WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

On June 25, 2025, the governing body approved the issuance of a kennel permit at 412 Elm Street. After the permit was submitted, one of the adjacent property owners submitted an appeal regarding the permit. We are bringing this to the Commission for discussion and possible direction on how to proceed since the applicant meets all requirements outlined in our City Code of Ordinances.

Recommendation:

-.

Attachments:

- 6/25/25 CC Minutes
- Appeal
- Email submitted by Code Compliance Office Knull

Fiscal Impact (Finance): **No**

.

Legal Review (City Attorney): **Yes**

.

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .
Continued To: . Referred To: .
☐ Approved ☐ Denied ☐Other: Click here to enter text.
File Name: CC Agendas 7-23-25

RECEIVED
JUL 15 2025
By

July 15, 2025

To whom it may concern:

I have been put to odds against my next door neighbor at 472 N. 27th St.

The two of us agreed she would move a dog kennel to the back of her property. I took down my fence to help. We agreed in a public meeting to a time limit of July 14. At the meeting July 14 the Kennel has not been moved. That is a breach of agreement. Unbeknownst to me the City issued a kennel license, I'm not sure when. I was not notified of another agreement other than the June 9 agreement.

I am vehemently opposed to the Kennel outside my living room and up wind of my house. However hard it is to keep the smell down it is impossible. Because it is so close to my living room. Fresh excrement smells bad to me. There have been times unable to ventalate my own home. I never know when the smell will hit. It could be day or middle of the night. Please imagine your own living room smelling like Feces!

Over —

Mead

Sierra County ordinance 25-007
states a reasonable idea to protect me
from annoyance, injury (including financial)
preserve health, and prosperity, improve morals,
(No BREACH OF AGREEMENT) order and comfort.

This kennel violates all the above. And
you know the City does not adhere to
County rules, but at least the County rules
create a water mark. Even though the City
does not recognize the County ordinance at
least it gives a standard.

The kennel looks bad, smells bad,
sounds bad.

I request an appeal of the kennel license
at 411½ N. Elm St. T or C, NM, please consider
Both parties. For my neighbor she's
a chosen. I do not. He likes it but
I'm stuck, this is horrible to live this way.

Thank you for your consideration.

Best Regards

Read

Torres, Angela

From: Knull, Tyler
Sent: Friday, July 18, 2025 10:28 AM
To: Torres, Angela
Subject: Kennel Permit at 412 N. Elm

Good morning,

Regarding the kennel at 412 N. Elm. We have recently received a few complaints regarding the conditions of the kennel area from the next-door neighbor. Logan has done unannounced inspections on the property on the following dates:

July 14 at 09:41 hours
July 15, 2025 at 11:10 hours

On both of these dates, no violations existed on the premises. No foul or noxious odors were observed by him on either date, the premises was sanitary and all animals had proper and adequate shade, shelter, food and water. No more than seven animals were observed on the property. Seven was the maximum allowed for the permit.

Lon has been in contact with me and has provided a few pictures on the progress he has made as he has attempted to relocate the kennel area.

I will be sending you pictures that I have received from Logan on his inspections and pictures Lon has provided me of the progress in a separate email.

Tyler Knull
Senior Code Enforcement Officer

Truth or Consequences Police Department
507 McAdoo Street
Truth or Consequences N.M. 87901
Office: (575)894-1204
tknull@torcnm.org

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Torres, Angela

From: Knull, Tyler
Sent: Friday, July 18, 2025 1:35 PM
To: Torres, Angela
Subject: Pictures of 412 N. Elm
Attachments: 1000025839.jpg; 1000025837.jpg

Lon stated he plans to have the kennel moved and complete another inspection by the end of this month.

Tyler Knull
Senior Code Enforcement Officer

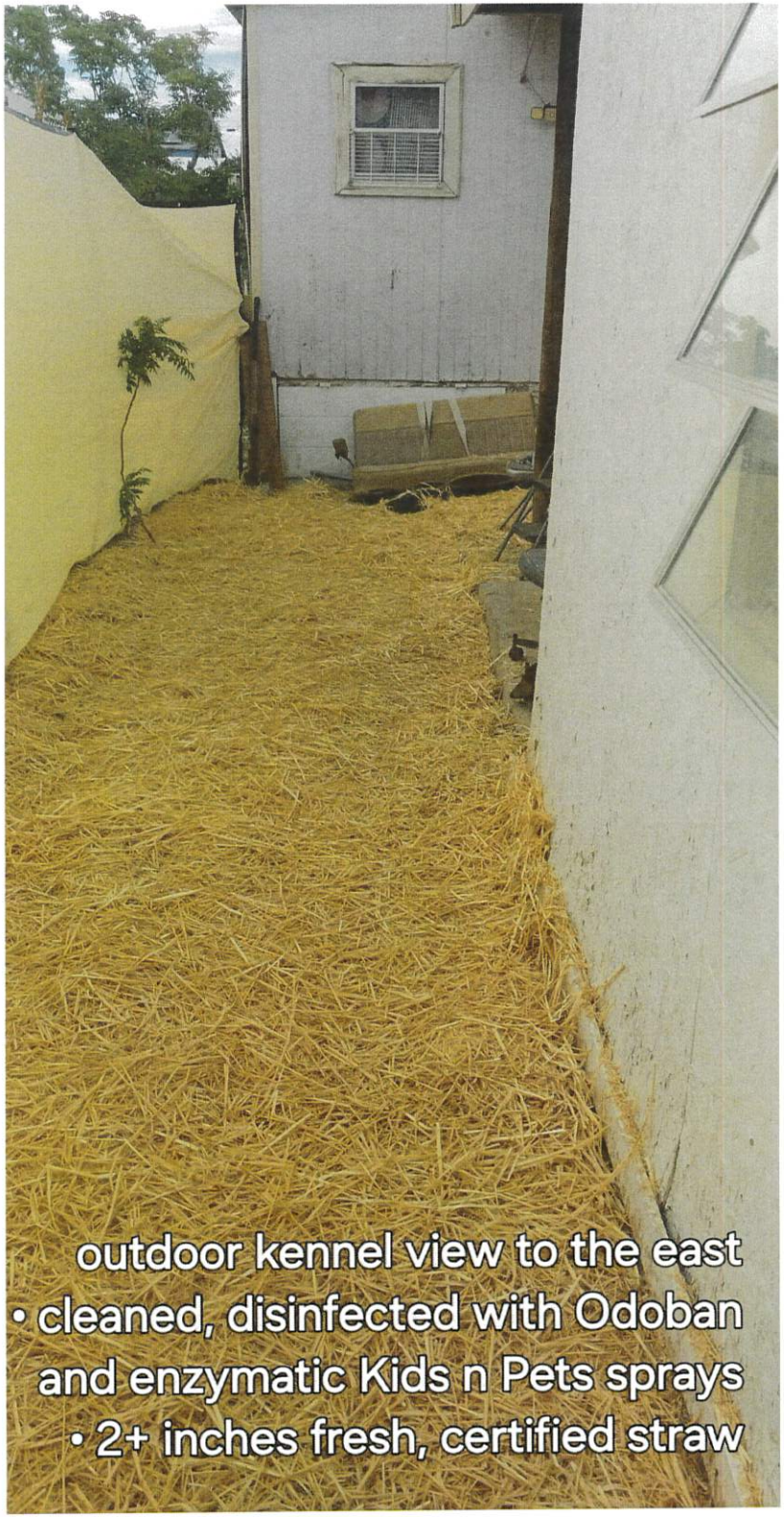
Truth or Consequences Police Department
507 McAdoo Street
Truth or Consequences N.M. 87901
Office: (575)894-1204
tknull@torcnm.org

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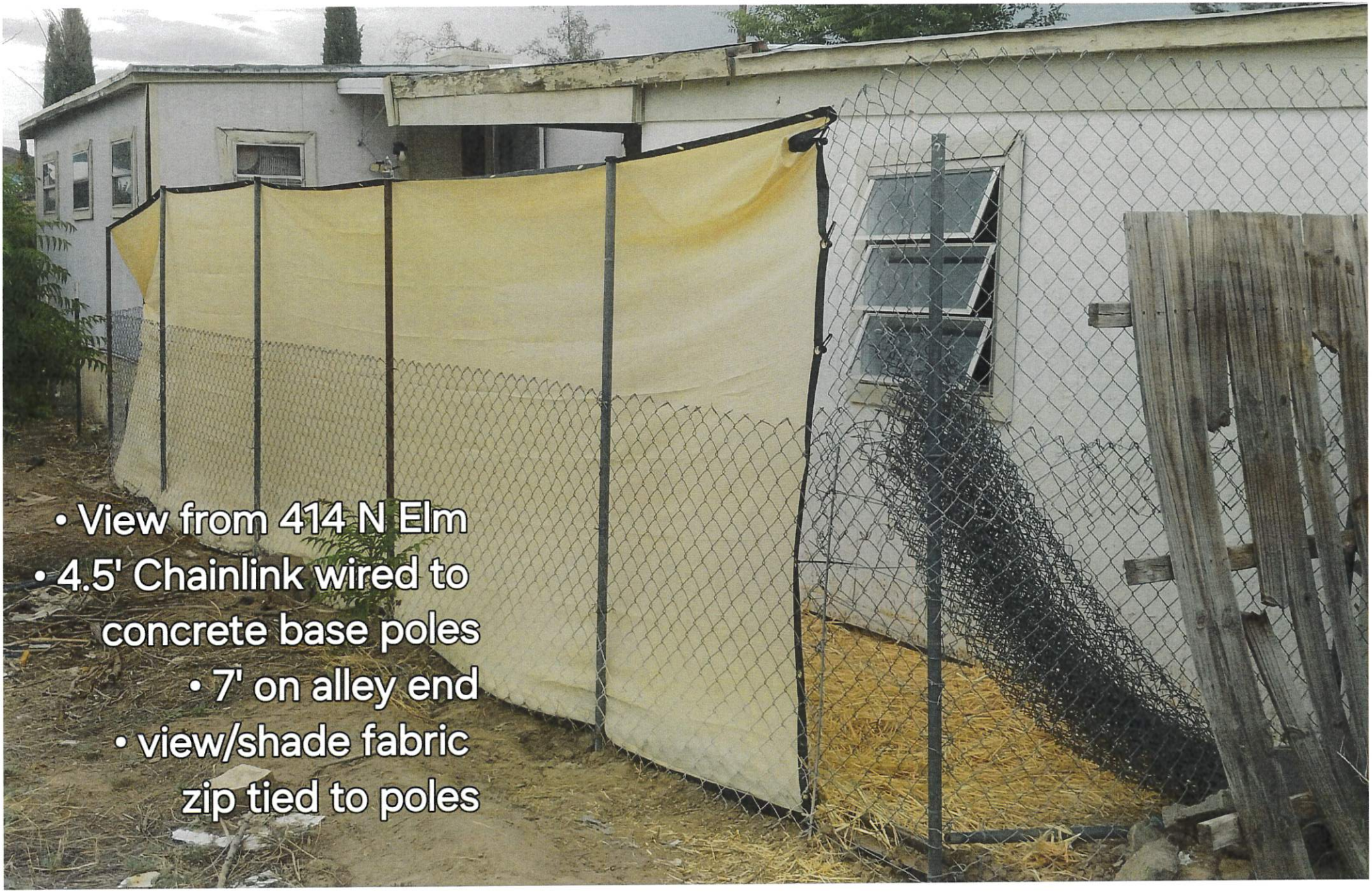

OdoBan®
Eliminates Odors
Kills* Human Coronavirus in 60 Seconds
Concentrate
Makes up to 32 Gallons
Disinfectant§
LAUNDRY & AIR FRESHENER
Original
EUCALYPTUS

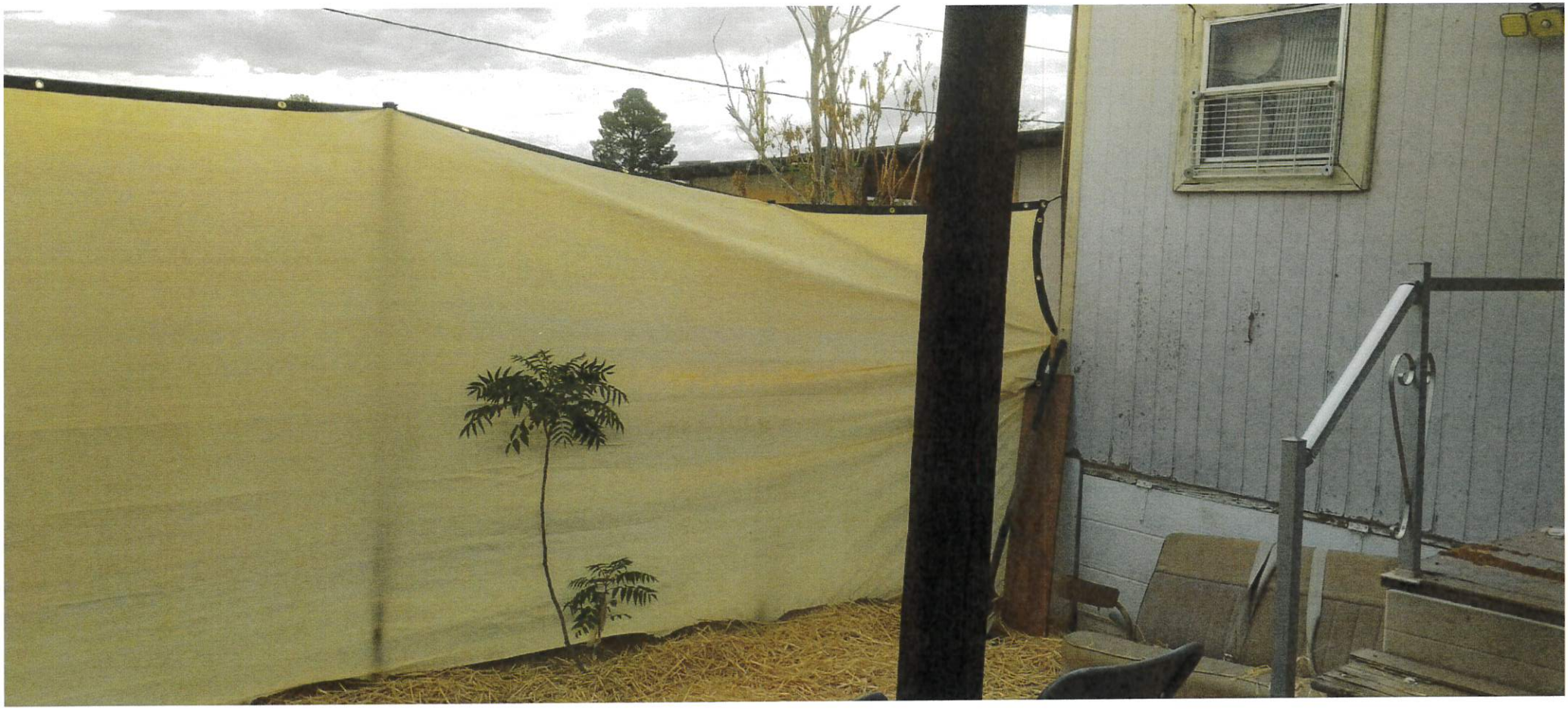



POSTED
PRIVATE PROPERTY
HUNTING, FISHING, TRAPPING OR
TRESPASSING FOR ANY PURPOSE
IS STRICTLY FORBIDDEN
VIOLATORS WILL BE PROSECUTED
Name
Address

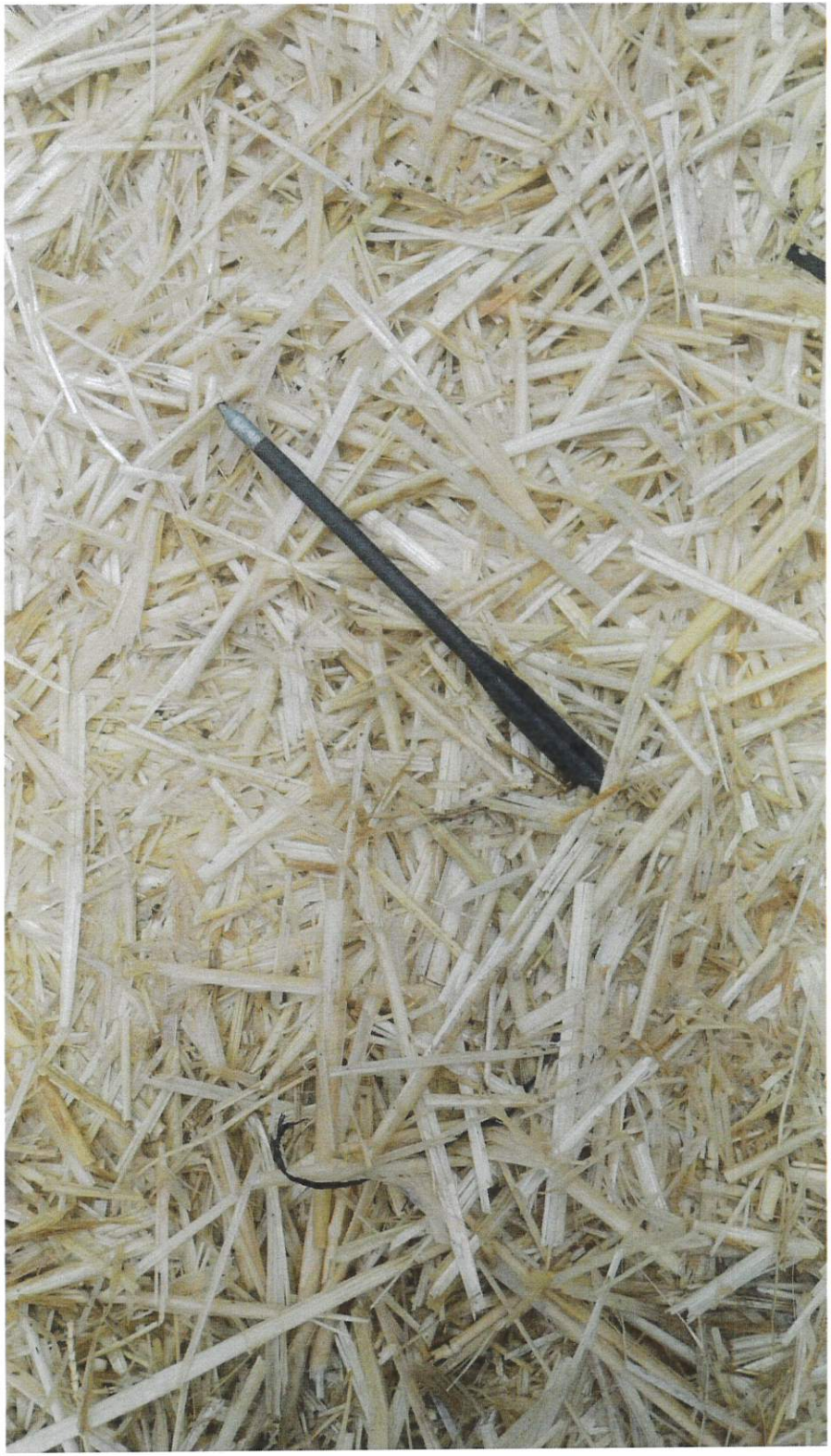

outdoor kennel view to the east
• cleaned, disinfected with Odoban
and enzymatic Kids n Pets sprays
• 2+ inches fresh, certified straw


Inside cleared and safety checked
shed created 'bunks' to place
pallets with raised beds


• View from 414 N Elm
• 4.5' Chainlink wired to concrete base poles
• 7' on alley end
• view/shade fabric zip tied to poles




outer kennel view to west





2. Discussion/Action: Kennel Permit at 412 Elm Street.

Assistant City Manager Alvarez: This was heard at the June 9th Planning & Zoning Commission by public hearing. The request is for a Kennel Permit. A Kennel Permit is for temporary housing of animals. The applicant submitted all the required documents, paid their fees, public hearing was held, we had no proponents, but we did have one opponent; the neighboring property, there was some discussion within the Planning & Zoning Commission with both the applicant, as well as the neighboring property owner. In the end, the request was made for them to move their kennels to the back side of the house for the purpose of noise reduction for when the dogs are out there barking. The applicant agreed to do that, so the Planning & Zoning Commission is requesting to give them a temporary permit, and have it go back to the Planning & Zoning Commission next month to see if they've moved the kennels and fencing area over. They have been in contact with our Code Enforcement, and he has done an inspection. The area for the animals for the housing is in clean condition, very happy with where the animals are kept. So, it was just a concern with the neighboring property. Code Enforcement, animal control, is here, as well as our applicant, if there are any further questions.

Animal Control Officer Tyler Knull: We inspected the property, and the applicant has stated that he does not wish to get any more animals; he is currently at 7 animals. He doesn't wish to get any more and actually hopes to get that number of animals down. The only reason he is getting this permit is to stay in compliance with the ordinance, and not to keep these dogs long-term. I could be misinterpreting this, but from my understanding, he works with Desert Haven to house and foster animals on a temporary basis but plans to get them all off of his property sooner rather than later. The way the kennel is set up is very clean, I don't see any issues with the dogs getting out, we haven't received any complaints about the dogs getting out. We haven't received complaints about barking dogs, we haven't received any complaints about foul smells. I understand that the opponent had brought this to the attention of the Planning & Zoning Commission, however, Code Enforcement has never received any complaints regarding the property. I checked with Central Dispatch, who haven't received any calls for service regarding the property, so there's no history of these issues existing. The Planning & Zoning board did say that they wished to have the kennel moved to a different part of the property, however, where the kennel is at now is currently compliant. If the applicant wishes to move it, I don't see why he wouldn't be able to do so, but I don't see any reason for preventing the permit from going though and issuing a temporary permit, because he is currently compliant now, even if he doesn't move the kennel as the Planning & Zoning Commission wished. There are no current violations.

Mayor Pro-Tem Forrister: I'm going to go on and say the same thing, if our code is saying they can keep their kennel where they wish to keep it, I don't see why we need to issue a temporary permit to make sure they move it. That's just micromanaging their personal property.

Commissioner Mitchell: Well, we're not mandating that they move the kennel, we're just issuing them an actual permit, correct?

Mayor Pro-Tem Forrister: That's what I would like to do.

City Attorney Rubin: I think that's all that's before you anyway.

Mayor Pro-Tem Forrister: But they wanted us to issue a temporary.

City Clerk Torres: Planning & Zoning did.

Assistant City Manager Alvarez: Planning & Zoning gave them a temporary approval pending the moving of the fence. The applicant is supposed to go back to Planning & Zoning next month, and the fence is supposed to be moved. At that time, they would consider a permanent allowance for a Kennel Permit, which is on an annual renewal. So, the approval of the Kennel Permit was contingent on them moving the kennels, at the Planning & Zoning Commission level, that was their recommendation.

Mayor Pro-Tem Forrister: Right, but we can change that?

Assistant City Manager Alvarez: Correct, I just wanted to make sure you understood.

City Attorney Rubin: I think you can just do what you're saying, approve the temporary, it's still going to come back in 30 days anyway, to Planning & Zoning.

Mayor Hechler: So, if we allow the temporary permit, is it going to come back to us later one more time?

Assistant City Manager Alvarez: Yes.

Mayor Pro-Tem Forrister: But why are we doing the temporary permit?

Assistant City Manager Alvarez: Because I think the consensus of the Planning & Zoning Commission would have had the potential of not approving the Kennel Permit at all because we had an opponent with a concern regarding the noise from the animals. However, the applicant offered to move the kennels, so the opponent said they wouldn't object if they were willing to move the kennels. With that, the Planning & Zoning Commission decided that they would approve the Kennel Permit as a temporary, as long as the kennels were moved.

Mayor Hechler: So, I don't know if we need to get involved with it. Here's my take on it, first of all, I want to really commend the Planning & Zoning Commission for following this through, they were very detailed in their questioning, they spent a lot of time. I read everything they said, and they did a nice job. We had one opponent, he's not really an opponent, but the reason he is an opponent is because the kennels are right below his bedroom window. Because of that, when the dogs bark or make noise, it bothers him, so

he said he's an opponent *but* he's really for what the applicant is doing, if he will just move the kennels to the other side of the house, then he can support that. They've already agreed that, and I appreciate the work of the commission, I think we should adhere to what they recommend in this instance, and then we will see it again later on. I think it is a good move. The person that complained about it is right below his bedroom window, so I think he has a right to that even though it meets the criteria. They're both working it out and are amiable about it. The owner and the neighbor can work it out, I don't want to interfere with that or cause any rift, let them continue to work it out and we will get out of the way and let them take care of business. That's my piece.

Mayor Pro-Tem Forrister: Is the applicant here?

Assistant City Manager Alvarez: I thought that was him, but I guess not.

Mayor Pro-Tem Forrister: That's fine, but if he wants to move the kennel, that's a courtesy thing. Yes, it would be nice if he would be courteous to do that, but if he is in compliance, I don't think we need to say he has to do that. It would be great if he is courteous to his neighbor and they work that out, I get that part, but if he is in compliance and everything is fine, I don't think we should force him to do that. That's my take.

Mayor Hechler: And we're not going to force him through a motion to do that. I would like to make a motion to grant a temporary permit for 30 days to this individual for his permit, to go back to the Planning & Zoning Commission, then they can make a further recommendation to us from there.

Commissioner Mitchell: I would second that.

Mayor Pro-Tem Forrister: And then it'll come back to us for a final approval?

Mayor Hechler: Yes.

City Clerk Torres: So, a 30-day temporary permit?

Mayor Hechler: Mr. Knull, is that what we wanted?

Assistant City Manager Alvarez: I think it was 60 because we have to have the time frame for Planning & Zoning.

City Clerk Torres: We have to re-publish it.

Code Enforcement Officer Knull: If you guys want to do a temporary permit, I am definitely willing to go and re-inspect it, I was simply stating the facts of what we have right now. They're in compliance, I see no reason why, if you guys don't want to do a temporary permit, why you couldn't instead do a full permit, I'm fine with that.

Mayor Hechler: Mr. Knull, what is your stance on that?

Code Enforcement Officer Knull: I think he's going to move the kennel anyway. I would say so, the neighbor and the applicant seem to have reached an agreement that he is willing to move it, and I think he had planned to move it before his neighbor even brought this to his attention. I understand where the neighbor is coming from, but the facts of the situation are that we have no calls for service regarding noise or anything. I think it is just more like Mayor Pro-Tem Forrister said, it's more of a courtesy move than anything.

Mayor Hechler: So, I'll retract my motion if someone wants to rephrase the motion in a way that will allow for a permanent permit, then we won't see it again. But that's if you're confident, 100%, that they're going to do it anyway.

Code Enforcement Officer Knull: And I believe that they will, the applicant has stated that he will reach out to me when he does so, just so that I can do a re-inspection to make sure they're still in compliance for what we require for a Kennel Permit.

City Attorney Rubin: I have one legal question. What was the application itself? Was the application for a temporary or permanent?

Code Enforcement Officer Knull: The application itself was for a full Kennel Permit, no temporary. As far as I'm aware, we don't issue, on a legal basis, a temporary permit unless it's the decision of the Commission.

City Attorney Rubin: So, our action would be consistent with the application.

Mayor Pro-Tem Forrister: If he chooses to move it, that's a courtesy thing for him to do, but it's not required of him.

Mayor Hechler: Planning & Zoning probably wouldn't have allowed it if he didn't.

City Manager Whitehead: Remember, the permit does have to come back in a year, as well. They have to apply every year, and I would echo in support of the mayor in that, if Planning & Zoning attempted to negotiate the best agreement between the two parties, the neighbors have to be considered in zoning, that's kind of what the ordinance says. We should try to honor that, but I do think even granting it for the year, if they made the deal that he will move the fence, if he doesn't, the neighbor can start complaining, and in a year, you would then be able to say, we have complaints, and potentially we couldn't honor it. I think the fact that they tried to work out the best amicable deal between the neighbors should be honored in the Zoning board.

Code Enforcement Officer Knull: And if we approve it, the city does reserve the right, at any other Commission meeting, to revoke that Permit at any time. So, if we come back next month and we have received 12 complaints, we can revoke the permit at that time.

Commissioner Mitchell made a motion to approve the Kennel Permit at 412 Elm Street for a one year period. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion Action: Accepting the City of T or C Title VI Plan.

Assistant City Manager Alvarez: This is another plan that is required by NMDOT's Construction and Civil Rights Bureau in order for us to be eligible for the NMDOT funding and the Rec and Trails funding. The purpose is to show the city's commitment to non-discrimination. It is very similar to the items that you approved in the CDBG funding.

Mayor Pro-Tem Forrister made a motion to approve the City of T or C Title VI Plan. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: RFP #2025-05-002 Annual Legal Services Contract Award- Jaime F. Rubin, LLC.

Jocelyn Holguin, Finance Director: Contracts for our legal services were about to expire, so I issued an RFP. Based on the two that submitted and the evaluation that the evaluation committee provided, we would like to continue services. There are two contracts, but it is just two different sections. I am just going to knock them both out. Jay's is the first contract, and his is to be capped at $65,000 at $200 an hour. Because we utilize his great mind more than we do Coppler, the caps are different. I attached the score sheets to them as well so you can see the differences. The other contract is a little lower in the threshold. If there are changes or any other items in the next fiscal year, we would do an addendum around this time of year to have it ready for the next fiscal year.

Mayor Hechler: I have a couple of questions. One is, what were the legal services total last year? I know it was about $65,000. Didn't we go back to the Commission and ask for an additional sum?

Jocelyn Holguin, Finance Director: I wasn't here last year.

City Attorney Rubin: I don't think it was that much, I think the cap was in the neighborhood, but I don't think the actual billing was that much. I think we had his cap here but at $200 an hour, which is actually what I'm asking for in this particular contract for the first year, we're usually around $4,000 a month, $4,500 somewhere in that neighborhood.

Mayor Hechler: So, we stayed under the $65,000? Okay. I noted that in next year, are we approving the increase to $220 an hour for next year?

Jocelyn Holguin, Finance Director: Yes.

Mayor Hechler: And what's the justification or that?

Jocelyn Holguin, Finance Director: Jay is increasing his rates.

Mayor Hechler: That's a 10% increase, we don't give that 10% increase to anyone else on our staff.

Jocelyn Holguin, Finance Director: I don't think he's had an increase in a while, so I think that's what he was considering.

City Attorney Rubin: That's correct, I actually kept the hourly rate for the first year exactly what it's already been.

Mayor Hechler: And what does that do to the cap? I guess it doesn't affect the cap of $65,000?

City Manager Whitehead: The cap would still be the same.

Commissioner Mitchell: So you're saying he gets to make the same amount of money, just work less.

Mayor Hechler: As long as you keep under the cap.

Jocelyn Holguin, Finance Director: And really, he can exceed the cap because it was an RFP but this was just the agreement.

Mayor Hechler: I noticed that in the Coppler Law Firm, he didn't have an increase next year or the year after.

Jocelyn Holguin, Finance Director: He said we don't utilize him as much. If you notice on the score sheets, there were zeroes where there are dollar amounts, because they both submitted based on the prior RFP. So, I had a discussion with both law firms. When I spoke with John, he stated that we don't use them as often as we would Jay so that's why he stated that rate.

Mayor Hechler: The reason I'm asking the question, let me first just say this, I know we're getting our money's worth with Jay because there's nobody that knows the history of our community more than Jay does. With that, I know that he gets things done quicker than any other attorney does because he has the history, he has the archives, he knows what's happening, for instance, with the Hot Springs land development thing. He was with that since the beginning, and I know that he was able to answer those questions and deal with those issues very quickly. So, he's worth it, but I thought it would be important to let the public know what the salary is and that we're also talking about increasing it to $220 an hour. I think it's important for disclosure to get that out.

Jocelyn Holguin, Finance Director: And it's disclosed in the contract. Also, I just wanted to say, that when I came in, my understanding was that they were sending these 4 year renewals every year to be updated, and we technically don't have to do that, it was just something the prior administration was doing. This automatically renews based on the terms and conditions.

City Attorney Rubin: And there's nothing to stop you at any time during the term, put it on the agenda if you have any questions or concerns, we can revisit it. I'm right here.

Mayor Hechler: So, will we be back at this again next year to approve the year after? Or are we approving the $220 an hour now?

Jocelyn Holguin, Finance Director: It automatically renews.

Mayor Hechler: So that's what we're doing now is what I'm understanding?

City Manager Whitehead: That's correct.

Mayor Hechler: Then I guess we need to know what we're approving. So, it's $200 an hour for Mr. Rubin now and then $220 an hour henceforth starting next year?

Jocelyn Holguin, Finance Director: Right. And the 3 consecutive years stated as according.

Commissioner Mitchell made a motion to approve the RFP #2025-05-002 Annual Legal Services Contract Award to Jaime F. Rubin, LLC. Commissioner Hoeppner seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

City Attorney Rubin: As a final point, I would just like to point out most importantly, that it is an honor and a privilege to be the legal representative of the city where I have been working. It's really something, it's hard to describe, really, but it's fantastic, it's a good feeling. I thank the Commission for approving the contract.

5. **Discussion/Action: RFP #2025-05-002 Annual Legal Services Contract Award- Coppler Law Firm, P.C.**

Mayor Hechler: You've already briefed us on that, it's pretty much the same thing, we use him a lot less. The cap on that was $24,000, and it stays at $200 per hour for the next full year.

City Manager Whitehead: If I can just make a comment. We do use Coppler. Jay is a local attorney and at times he does have local constituents that also are his clients. Jay is very good at indicating conflicts of interest, he's done it before. Very transparent, he doesn't cross that line, and in those instances, we would immediately contact our secondary advisor who is as knowledgeable on our community as Jay is. There have also been times where both of them are available to give us their opinions on matters. That's the real value of having Mr. Coppler as well.

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 23, 2025

Agenda Item #: E.2

SUBJECT: Compensation Study
DEPARTMENT: City Manager's Office
DATE SUBMITTED: July 16, 2025
SUBMITTED BY: -
WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

Discussion and possible action regarding the proposed compensation study and the strategy to move forward.

Recommendation:

.

Attachments:

- N/A
- .

Fiscal Impact (Finance): **Yes**

.

Legal Review (City Attorney): **Yes**

.

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☒ City Manager

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CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: E.3

MEETING DATE: July 23, 2025

SUBJECT: Civility Government Relations Contract Renewal.
DEPARTMENT: City Manager's Office
DATE SUBMITTED: July 18, 2025
SUBMITTED BY: City Clerk Torres
WHO WILL PRESENT THE ITEM: City Manager Whitehead

Summary/Background:

Civility Government Relations July 1, 2025 – June 30, 2026, Annual Contract. Travel and hotel expenses shall only be authorized when such travel is for sole benefit of Truth or Consequences.

Recommendation:

Approval of Contract

Attachments:

- Civility Government Relations Contract
- -

Fiscal Impact (Finance): **Yes**

$1,500 per month plus GRT

Legal Review (City Attorney): **Yes**

-

Approved For Submittal By: ☒ Department Director

Reviewed by: ☐ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☒ City Manager

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Civility
GOVERNMENT RELATIONS

Government Relations Contract

This contract is hereby made and entered into by the City of Truth or Consequences (hereinafter T or C) and Civility Government Relations (hereinafter Civility) on this 26th day of June, 2025.

Whereas, T or C has found it desirable to retain a firm to provide government relations services as further described below: and

Whereas, T or C desires to hire Civility to provide said services, and

Whereas, Civility desires to provide such services under the terms of this contract. Therefore, it is mutually agreed upon by both parties the following:

Scope of Work:

1. Represent T or C's interests from July 1, 2025 – June 30, 2026 including the regular session of the 2026 NM State Legislature, any special sessions and applicable Interim Committees.

2. Design and implement a campaign directed towards key state legislators, administration leadership and staff on important issues facing T or C.

3. Build key relationships with our area legislators and state officials.

4. Design and implement an aggressive funding request campaign to acquire funding appropriations as approved by T or C for substantial infrastructure improvements including landfill, water and wastewater roads updates and economic development initiatives.

5. Represent T or C at public hearings, committee meetings and/or meetings with government officials; present and defend T or C's proposed projects, scopes of work, and budgets.

6. Regularly consult with T or C manager and/or mayor. Any action directed by the T or C manager or mayor shall be deemed authorized by T or C, pursuant to this contract.

Terms:

1. Effective dates: July 1, 2025 – June 30, 2026. All parties must sign below for the contract to be in effect. At the mutual agreement of the parties, this contract may be extended beyond the termination date.

2. T or C commissioners may change their designee at any time.

3. This contract can be terminated with the following provisions: The City of Truth or Consequences may with or without cause, terminate this contract.

4. T or C has the right to terminate this contract due to any action from Civility where the town determines in their sole discretion that actions publicly discredit the town. Notice of termination must be in writing and can either be emailed or mailed via certified mail to 1421 N Main St. Clovis NM 88101.

5. Civility may also terminate this contract if the T or C defaults on non-payment or non-disclosure of information. As above, Civility will be required to send written notice of their desire to terminate the contract by either electronic email or the post office. Cancellation date will be noted in the termination letter. The contract will be prorated for work done until that point.

Compensation:

T or C agrees to pay Civility $1500 per month plus Curry County NM gross receipts tax ($18,000 plus GRT).

Monthly installments are due by the 20th of each month beginning July 1, 2025.

Civility will be reimbursed for any necessary expenses which are approved in advance by the T or C manager which may include travel and hotel expenses, not to exceed $2000 annually.
Travel and hotel expenses shall only be authorized when such travel is for sole benefit of Truth or Consequences.

4. Disclaimer

Civility shall acta s an independent contractor and as such neither Civility , nor its employees, agents or representatives shall be considered employees or agents of T or C nor shall Civility be eligible to accrue sick leave, retirement benefits, or any other benefits provided city employees.

Subcontracting: Civility shall not subcontract any portion of the services to be performed under this contract, without the prior written approval of T or C.

Assignment: Civility shall not assign or transfer any interest in the contract, or assign any claims for money due, or to become due, under this contract without the prior written approval of the city.

Conflict of Interest: Civility warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.

Non-discrimination: Civility agrees that it, its employee(s) and or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.

Entire contract: This contract represents the entire agreement of the parties and supersedes all prior oral or written agreements or understandings between the parties concerning the subject matter of this contract.

Amendment: This contract shall not be altered, changed, modified or amended, unless executed by both parties.

Applicable law: This contract shall be governed by the Laws of the State of New Mexico and the ordinances, resolutions, rules and regulations. The venue for any dispute arising from this contract shall be the District Court located in Union County.

Attorney's fees: Should either party to this contract be obligated to seek enforcement of the terms of this contract through a court of law, the breaching party as determined by any judge or special master shall be responsible for all court costs and reasonable attorney's fees incurred by the non-breaching party as a result of the breach of this agreement.

Acknowledgments: Civility acknowledges that it is aware of the Procurement code, Sections 13-1-28 through 13-1-199, NMSA (1978), as amended, imposes civil and criminal penalties for its violation. Civility also agrees to comply with the requirements and guidelines of the New Mexico Lobbyist Registration Act. In addition, Civility acknowledges that it is aware that New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Work products: All work and work products produced under this contract shall be and remain the exclusive property of T or C, and Civility. No one can use, sell, disclose or otherwise make available to anyone (individual, corporation or organization) any work and work product produced under the contract, other than to Clayton.

The below parties agree to the above contract and provisions:

Kathy Elliott
Civility representative

Rolf Hechler
T or C representative

Date: July 24, 2025

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 23, 2025

Agenda Item #: ***E.4***

SUBJECT: Presentation/Discussion/Action – Approve proposed Truth or Consequences Police Policy Manual
DEPARTMENT: Police
DATE SUBMITTED: July 17, 2025
SUBMITTED BY: Luis A. Tavizon
WHO WILL PRESENT THE ITEM: Luis A. Tavizon, Chief of Police

Summary/Background:

I was contacted by a NM Self-Insurers Fund representative who wanted to discuss liability associated with law enforcement in New Mexico. After they conducted a risk assessment on all the payouts they were doing across the state, with municipalities and counties alike. They found that many law enforcement agencies across the state did not have current up to date policies, reflecting best practices across the nation and state. We were not one of those agencies; we were ahead of the game on that matter.

He told me that NMSIF, as well as the Association of Counties and the Municipal League, had partnered with Lexipol to provide all law enforcement agencies with updated policies based on current law (state and federal), as well as best practices (state and federal). I was also informed by the Municipal League that agencies that opt for the Lexipol policies would receive a discount on the NMSIF rates. After reviewing the policies and capabilities of the program, I decided to move forward by adopting these new policies.

Recommendation:

Approving the proposed policy manual

Attachments:

Truth or Consequences Police Department Policy Manual (664-page PDF)

Click here to enter text.

Fiscal Impact (Finance): **No**

Click here to enter text.

Legal Review (City Attorney): **No**

Click here to enter text.

Approved For Submittal By: ☒ Department Director

Reviewed by: ☐ City Clerk ☐ Finance ☒ Legal ☐ Other: Click here to enter text.

***Final Approval*:** ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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CHIEF'S PREFACE

The Truth or Consequences Police Department serves and protects the citizens of Truth or Consequences, New Mexico. We draw our authority from the will and consent of the people. The police are the instrument of the people to achieve and maintain order. Our efforts are grounded in the tenets of public service. We are accountable to the people we serve and to each other.

We are entrusted by the community to provide the highest quality public safety service, and this Policy Manual defines how we accomplish that goal. Public confidence in the criminal justice system depends greatly on the trust that the people have in their police. The fundamental purpose and role of the police in a free society is the protection of constitutional guarantees, maintenance of public order, crime prevention and suppression, and response to the needs of the community. This Policy Manual provides the framework that supports our mission.

All employees of this Department are expected to follow the policies outlined in this manual so that we can consistently provide the most reliable, effective, professional, and committed level of service to our community. We are proud to announce that we will be seeking accreditation through the New Mexico Law Enforcement Professional Standards Council. NMLEPSC Accreditation is an international award recognizing professional excellence in law enforcement within New Mexico, and is considered the "Gold Standard in Public Safety".

Accreditation is an ongoing process whereby agencies evaluate policy and procedures against established criteria and have compliance with those criteria verified by an independent and authoritative body. The criteria, or standards, are policy development guidelines that represent a level of quality service delivery by incorporating a range of standards, developed by law enforcement practitioners, covering a wide range of up-to-date law enforcement best practices as an attempt to raise professionalism in law enforcement to a standard of high excellence.

As the Chief of Police, I am proud of the members of this agency. This manual provides us with our structure and highlights our core values. We are dedicated law enforcement professionals whose ultimate goal is to provide the community we serve with a safe, livable city that they can be proud of.

Luis A. Tavizon - Chief of Police

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LAW ENFORCEMENT CODE OF ETHICS

As a law enforcement officer, my fundamental duty is to serve the community; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation and the peaceful against abuse or disorder; and to respect the constitutional rights of all to liberty, equality and justice.

I will keep my private life unsullied as an example to all and will behave in a manner that does not bring discredit to me or to my agency. I will maintain courageous calm in the face of danger, scorn or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed both in my personal and official life, I will be exemplary in obeying the law and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

I will never act officiously or permit personal feelings, prejudices, political beliefs, aspirations, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or abuse and never accepting gratuities.

I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of police service. I will never engage in acts of corruption or bribery, nor will I condone such acts by other police officers. I will cooperate with all legally authorized agencies and their representatives in the pursuit of justice.

I know that I alone am responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence.

I will constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession . . . law enforcement.

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MISSION STATEMENT

All members of the Truth or Consequences Police Department believe in the responsibility of our police, governmental bodies, and citizens to improve Truth or Consequences' quality of life and defend our community. Officers have taken an oath of office and vowed to protect our citizens' lives, property, and rights, fairly enforce the laws of the City of Truth or Consequences, the State of New Mexico, and the Constitution of the United States. Working together with all of the citizens of our community, we will work to maintain order, reduce crime, and the fear of crime through education, prevention, and enforcement to provide a safe environment and a proud society.

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Chapter 1 - Law Enforcement Role and Authority

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Law Enforcement Authority

100.1 PURPOSE AND SCOPE

The purpose of this policy is to affirm the authority of the members of the Truth or Consequences Police Department to perform their functions based on established legal authority.

100.2 POLICY

It is the policy of the Truth or Consequences Police Department to limit its members to only exercise the authority granted to them by law.

While this department recognizes the power of peace officers to make arrests and take other enforcement action, officers are encouraged to use sound discretion in the enforcement of the law. This department does not tolerate abuse of law enforcement authority.

100.3 PEACE OFFICER POWERS

Certified members of this department are authorized to exercise peace officer powers pursuant to applicable state law.

100.3.1 ARREST AUTHORITY WITHIN THE JURISDICTION OF THE TRUTH OR CONSEQUENCES POLICE DEPARTMENT

The arrest authority within the jurisdiction of the Truth or Consequences Police Department includes any statutorily authorized arrest as well as (NMSA § 3-13-2):

(a) In compliance with an arrest warrant.

(b) When any crime is being, or has been, committed in a peace officer's presence.

(c) Without a warrant, when there is probable cause to arrest for:

1. A misdemeanor based on information communicated by another officer provided that a description of the person to be arrested is provided and the arrest occurs within a reasonable time of receipt of the information ("police-team exception").
2. A felony committed by the person to be arrested.
3. Traffic offenses, based on personal investigation that the person to be arrested (NMSA § 66-8-125):
   (a) Committed a crime and the person is or was present at the scene of a motor vehicle accident. The arrest shall take place within reasonable promptness from the time of the accident.
   (b) Has been charged with a crime in another jurisdiction based on information that includes the name and a reasonably accurate description of the person wanted, the crime alleged, and a statement that the person is likely to flee the jurisdiction of the state.

Officers making an arrest for a traffic violation of the Motor Vehicle Code shall be commissioned, salaried, and in uniform

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clearly indicating their law enforcement status (NMSA § 66-8-124; NMSA § 66-8-125).

1. Domestic abuse when there is a reasonable belief that the arrest is necessary to protect the victim from further domestic abuse (NMSA § 40-13-7) (see the Domestic Abuse Policy).
2. Assault and battery against a household member (NMSA § 31-1-7).
3. Assault, battery, public affray, and criminal damage to property (NMSA § 30-3-6).
4. Falsely obtaining services or accommodations (NMSA § 30-16-16).
5. Shoplifting (NMSA § 30-16-23).
6. Criminal trespass in a restricted area based on the responses or conduct of the individual (NMSA § 30-21-3).
7. Gambling in violation of Article 19 provided the individual was located upon the execution of a valid search warrant (NMSA § 30-19-12).
    (a) Officers shall take steps to have the arrested person brought before a magistrate with jurisdiction and follow steps in accordance with NMSA § 30-19-12.
8. Extradition pursuant to NMSA § 31-4-14.
    (a) Officers shall take steps to have the arrested person brought before a judge or magistrate with jurisdiction as soon as practicable following arrest in accordance with NMSA § 31-4-14.
9. Violation of parole or probation when deputized by the Director of the Adult Probation and Parole Division of the Corrections Department and provided with a written statement by the Director in accordance with NMSA § 31-21-14 or NMSA § 31-21-15.

Whenever officers make a warrantless arrest for a misdemeanor within magistrate trial jurisdiction, the arrested person shall be taken to the nearest available magistrate court without unnecessary delay (NMSA § 35-5-1).

All warrantless arrests must be reasonable in compliance with Article II, Section 10 of the New Mexico Constitution. This requires the presence of exigent circumstances that would make obtaining a warrant prior to arrest unreasonable (see the Citations Releases Policy for additional guidance).

100.3.2 ARREST AUTHORITY OUTSIDE THE JURISDICTION OF THE TRUTH OR CONSEQUENCES POLICE DEPARTMENT

The arrest authority of officers outside the jurisdiction of the Truth or Consequences Police Department includes any statutorily authorized arrest, as well as:

(a) In compliance with an arrest warrant except for actions filed in municipal court (NMSA § 31-1-4).

(b) When there is probable cause to arrest for a felony and the officer has been in continuous fresh pursuit from within the jurisdiction of the Truth or Consequences Police Department.

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(c) When there is probable cause to arrest for a misdemeanor or petty misdemeanor committed in the officer's presence and the officer has been in continuous fresh pursuit from within the jurisdiction of the Truth or Consequences Police Department (NMSA § 31-2-8).

Absent a mutual aid agreement, officers do not have authority to arrest on Native American land.

100.4 INTERSTATE PEACE OFFICER POWERS

Peace officer powers may be extended to other states:

(a) As applicable under interstate compacts, memorandums of understanding, or mutual aid agreements in compliance with the laws of each state.

(b) When an officer enters another state in fresh pursuit (pursuit without unreasonable delay):

1. In Arizona, Utah, Texas, or Oklahoma to arrest a person for a felony committed in New Mexico (ARS § 13-3832; Utah Code 77-9-1; Tex. Code of Crim. Pro. Art. 14.051; 22 O.S. § 221).

    (a) When an arrest is made in another state, the officer shall take appropriate action so that the person arrested is taken without unnecessary delay before the proper judicial official in the county where the arrest was made (ARS § 13-3833; Utah Code 77-9-2; Tex. Code of Crim. Pro. Art. 14.06; 22 O.S. § 222).

2. In Colorado to arrest a person for a crime committed in New Mexico (CRS § 16-3-104).

    (a) When an arrest is made in Colorado, the officer shall take appropriate action so that the person arrested is taken without unnecessary delay before the nearest available judicial official.

When an arrest is made in another state, the officer shall take appropriate action so that the person arrested is taken without unnecessary delay before the proper judicial official in the county where the arrest was made (A.C.A. § 16-81-405; CRS § 16-3-104; K.S.A. § 22-2404; § 544.155, RSMo; NMSA § 31-2-2; Tex. Code of Crim. Pro. art. 14.06).

100.5 CONSTITUTIONAL REQUIREMENTS

All members shall observe and comply with every person's clearly established rights under the United States and New Mexico Constitutions.

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Chief Executive Officer

101.1 PURPOSE AND SCOPE

All law enforcement Chief Executive Officers employed within the State of New Mexico are required to meet specific requirements for appointment. This policy provides guidelines for the appointment of the Chief Executive Officer of the Truth or Consequences Police Department, who is required to exercise the powers and duties of the office as prescribed by state law.

101.2 POLICY

It is the policy of the Truth or Consequences Police Department that the Chief of Police meets the minimum standards for exercising their authority granted by law.

101.3 CHIEF OF POLICE REQUIREMENTS

The Chief of Police of this department, as a condition of employment, shall satisfy the qualifications for certification set forth in the Law Enforcement Training Act and be certified by the Law Enforcement Certification Board within 12 months of employment as a police officer (NMSA § 29-7-6; NMSA § 29-7-10).

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Oath of Office

102.1 PURPOSE AND SCOPE
The purpose of this policy is to ensure that oaths, when appropriate, are administered to department members.

102.2 POLICY
It is the policy of the Truth or Consequences Police Department that, when appropriate, department members affirm the oath of their office as an expression of commitment to the constitutional rights of those served by the Department and the dedication of its members to their duties.

102.3 OATH OF OFFICE
All department members, when appropriate, shall take and subscribe to the oaths or affirmations applicable to their positions (N.M. Const. art. XX § 1).

The form of the oath should be as follows (NMSA § 14-13-1):

I do solemnly swear that I will support the Constitution of the United States and the Constitution and the laws of the State of New Mexico and that I will faithfully and impartially discharge the duties of (state title) on which I am about to enter, to the best of my ability, so help me God.

If a member is opposed to taking an oath, the member shall be permitted to substitute the word "affirm" for the word "swear," and the words "so help me God" may be omitted.

102.4 MAINTENANCE OF RECORDS
The oath of office shall be retained in accordance with the established records retention schedule.

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Policy Manual

103.1 PURPOSE AND SCOPE

The manual of the Truth or Consequences Police Department is hereby established and shall be referred to as the Policy Manual or the manual. The manual is a statement of the current policies, procedures, rules, and guidelines of this department. All members are to conform to the provisions of this manual.

All prior and existing manuals, orders, and regulations that are in conflict with this manual are rescinded, except to the extent that portions of existing manuals, orders, and other regulations that have not been included herein shall remain in effect where they do not conflict with the provisions of this manual.

103.2 POLICY

Except where otherwise expressly stated, the provisions of this manual shall be considered as guidelines. It is recognized that the work of law enforcement is not always predictable and that circumstances may arise that warrant departure from these guidelines. It is the intent of this manual to be viewed from an objective standard, taking into consideration the sound discretion entrusted to members of this department under the circumstances reasonably available at the time of any incident.

103.2.1 DISCLAIMER

The provisions contained in the Policy Manual are not intended to create an employment contract nor any employment rights or entitlements. The policies contained within this manual are for the internal use of the Truth or Consequences Police Department and shall not be construed to create a higher standard or duty of care for civil or criminal liability against the City, its officials, or department members. Violations of any provision of any policy contained within this manual shall only form the basis for administrative action, training, or discipline. The Truth or Consequences Police Department reserves the right to revise any policy content, in whole or in part.

103.3 AUTHORITY

The Chief of Police shall be considered the ultimate authority for the content and adoption of the provisions of this manual and shall ensure compliance with all applicable federal, state, and local laws. The Chief of Police or the authorized designee is authorized to issue Departmental Directives, which shall modify those provisions of the manual to which they pertain. Departmental Directives shall remain in effect until such time as they may be permanently incorporated into the manual.

103.4 DEFINITIONS

The following words and terms shall have these assigned meanings throughout the Policy Manual, unless it is apparent from the content that they have a different meaning:

CFR - Code of Federal Regulations.

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City - The City of Truth or Consequences.

Non-sworn - Employees and volunteers who are not certified peace officers.

Department/TCPD - The Truth or Consequences Police Department.

Employee - Any person employed by the Department.

LERB - New Mexico Law Enforcement Records Bureau.

LESTC - Law Enforcement Standards and Training Council.

Manual - The Truth or Consequences Police Department Policy Manual.

May - Indicates a permissive, discretionary, or conditional action.

Member - Any person employed or appointed by the Truth or Consequences Police Department, including:

- Full- and part-time employees.
- Certified peace officers.
- Reserve, auxiliary officers.
- Non-sworn employees.
- Volunteers.

MVD - New Mexico Motor Vehicle Division.

NMAC - New Mexico Administrative Code.

NMLEA - New Mexico Law Enforcement Academy.

NMLETS - New Mexico Law Enforcement Telecommunications System.

NMSA - New Mexico Statutes.

Officer - Those employees, regardless of rank, who are certified peace officer employees of the Truth or Consequences Police Department.

On-duty - A member's status during the period when the member is actually engaged in the performance of assigned duties.

Order - A written or verbal instruction issued by a superior.

Rank - The title of the classification held by an officer.

Shall or will - Indicates a mandatory action.

Should - Indicates a generally required or expected action, absent a rational basis for failing to conform.

Supervisor - A person in a position of authority that may include responsibility for hiring, transfer, suspension, promotion, discharge, assignment, reward, or discipline of other department members, directing the work of other members, or having the authority to adjust grievances. The

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supervisory exercise of authority may not be merely routine or clerical in nature but requires the use of independent judgment.

The term "supervisor" may also include any person (e.g., officer-in-charge, lead, senior worker) given responsibility for the direction of the work of others without regard to a formal job title, rank, or compensation.

When there is only one department member on-duty, that person may also be the supervisor, except when circumstances reasonably require the notification or involvement of the member's off-duty supervisor or an on-call supervisor.

103.5 ISSUING THE POLICY MANUAL

An electronic version of the Policy Manual will be made available to all members on the department network for viewing and printing. No changes shall be made to the manual without authorization from the Chief of Police or the authorized designee.

Each member shall acknowledge that they have been provided access to and have had the opportunity to review the Policy Manual and Departmental Directives. Members shall seek clarification as needed from an appropriate supervisor for any provisions that they do not fully understand.

103.6 PERIODIC REVIEW OF THE POLICY MANUAL

The Chief of Police will ensure that the Policy Manual is periodically reviewed and updated as necessary.

103.7 REVISIONS TO POLICIES

All revisions to the Policy Manual will be provided to each member on or before the date the policy becomes effective. Each member will be required to acknowledge that they have reviewed the revisions and shall seek clarification from an appropriate supervisor as needed.

Members are responsible for keeping abreast of all Policy Manual revisions.

Each supervisor will ensure that members under their command are aware of any Policy Manual revision.

All department members suggesting revision of the contents of the Policy Manual shall forward their written suggestions to their supervisors, who will consider the recommendations and forward them to the Chief of Police as appropriate.

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Chapter 2 - Organization and Administration

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Organizational Structure and Responsibility

200.1 PURPOSE AND SCOPE

This policy establishes the organizational structure of the Truth or Consequences Police Department and defines general responsibilities of Department members.

200.2 POLICY

The Truth or Consequences Police Department will implement and maintain an organizational structure that provides clear and identifiable roles for command, control, and guidance of the Department. Each position and assignment should have clearly identified responsibilities and a defined chain of command.

200.3 ORGANIZATIONAL STRUCTURE

The Chief of Police is responsible for administering and managing the Truth or Consequences Police Department. All functions of the department are organized within the Operations Lieutenant.

200.3.1 OPERATIONS

The Truth or Consequences Police Department operations are commanded by the Chief of Police, whose primary responsibility is to provide general management, direction, and control. Operations consist of uniformed patrol, special operations, traffic enforcement, dispatch operations, police aides/assistants, investigative functions, property control, records maintenance and release, internal investigations, crime analysis, and forensic services.

200.4 COMMAND PROTOCOL

The purpose of this order is to describe the organization of the Police Department and to assign responsibilities, functions, and duties.

A. In the absence of the Chief, the Lieutenant will assume the role of Chief Administrative Officer of the department and be responsible for the overall operation of the department.

B. In the absence of the Chief and the Lieutenant, the Sergeants will assume the role of Chief Administrative Officer of the department and be responsible for the overall operation of the department.

   1. After the Chief of Police, the line of succession is by rank and seniority in rank

   2. When absences of the Chief of Police and the Lieutenant are anticipated, the Chief of Police may designate, in writing, a command officer to act on his behalf.

C. It is the intent of this policy to establish a guideline for exceptional situations:

   1. In certain emergency or exceptional situations, an immediate supervisor may not be available. At this time an officer shall be fully aware of and follow the Policy and Procedures set by the Department.

D. This policy is to give a protocol for Joint Investigations:

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It is the policy of the Department to establish and maintain a positive working relationship with other agencies. The guidelines set out herein should assist employees in maintaining open communication and cooperation with other agencies not only within the Criminal Justice System, but also in the realm of social services and provide a guide for command protocol.

1. When a joint investigation is conducted with another law enforcement agency, the Lieutenant maintains liaison with the outside agency.
2. Outside agencies requesting non-emergency assistance shall be referred to either of the following:
   (a) The Patrol Supervisor on duty, if uniformed officers are requested, or
   (b) The Lieutenant, if investigative personnel are requested.
3. When Department personnel and personnel from outside agencies are working together on a police operation, the highest-ranking Department supervisor(s) coordinates with the highest-ranking outside agency supervisor(s).
4. Department personnel shall not be placed under the sole command of an outside police agency.
5. At the scene of a major incident, the ranking Department uniformed supervisor assumes command of and is responsible for all uniformed Department officers. The ranking investigative supervisor assumes command of and is responsible for investigative personnel. If only one supervisor is present, that supervisor shall assume overall command of, and is responsible for all officers until or unless relieved by a higher authority.
6. The Lieutenant shall be kept informed on the status of any joint investigation by the ranking supervisor.
7. If the joint investigation deals with a crime which occurred outside the Department jurisdiction and a Department employee needs to file a report for his/her role in the investigation, a supplemental report detailing the officer's involvement shall be completed and approved by a supervisor and submitted to that agency through the Records Division.
8. If the joint investigation deals with a crime which occurred inside the Department jurisdiction, a Department employee shall file the appropriate criminal report.

200.4.1 SUCCESSION OF COMMAND

The Chief of Police exercises command over all members of the Truth or Consequences Police Department. During planned absences, the Chief of Police will identify a designee to serve as the acting Officer in Charge.

200.4.2 UNITY OF COMMAND

The principles of unity of command ensure efficient supervision and control within the Truth or Consequences Police Department. Generally, each member shall be accountable to a supervisor at a given assignment or responsibility. Except where specifically delegated authority may exist

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by policy or special assignment (e.g., Canine, Bicycle Patrol), any supervisor may direct any subordinate if an operational necessity exists.

200.5 AUTHORITY AND RESPONSIBILITIES

Each member will be assigned duties and responsibilities. Each member is delegated the authority necessary to effectively execute those responsibilities. Each member will also be held accountable for the appropriate application of that delegated authority.

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Departmental Directives

201.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for issuing Departmental Directives.

201.2 POLICY

Departmental Directives will be used to modify policies of the Truth or Consequences Police Department when an immediate need to adapt a policy or procedure exists in order to best meet the mission of the Department. Applicable collective bargaining agreements and other alternatives should be considered before a Departmental Directive is issued.

201.3 PROTOCOL

Departmental Directives will be incorporated into the Policy Manual, as required, upon approval. Departmental Directives will modify existing policies or create a new policy as appropriate and will be rescinded if incorporated into the manual.

The Chief of Police or the authorized designee should ensure that all Departmental Directives are disseminated appropriately. Departmental Directives should be numbered consecutively and incorporate the year of issue. All members will be notified when a Departmental Directive is rescinded or has been formally adopted into the Policy Manual.

201.4 RESPONSIBILITIES

It will be the responsibility of the Chief of Police or his/her designee to delegate to the appropriate division any revisions of the manual that may be required and that affect that respective division. It is the responsibility of each employee to maintain and keep current with all revisions to the Manual. When revisions are received, old orders bearing the same number should be removed from the manual and destroyed. The new order should be placed in the manual to replace the revised order. (The manual will be available in hard copy, thumb drive, or on a CD)

Written Directives come in the following forms:

A. General Order
B. Special Order
C. Standard Operating Procedure
D. City of Truth or Consequences Employee Handbook
E. Other correspondence comes in the following forms:
    1. Memorandum
    2. Equipment Request
    3. Training Request
    4. Outgoing correspondence
    5. Memorandum to the Chief

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201.4.1 CHIEF OF POLICE

Only the Chief of Police or an authorized designee may approve and issue Departmental Directives. The Chief of Police, with input from a designee when appropriate, shall periodically review Departmental Directives to determine whether they should be formally incorporated into the Policy Manual.

201.5 ACCEPTANCE OF DIRECTIVES

All members shall be provided access to the Departmental Directives. Each member shall acknowledge that they have been provided access to and have had the opportunity to review the Departmental Directives. Members shall seek clarification as needed from an appropriate supervisor for any provisions they do not fully understand.

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Emergency Operations Plan

202.1 PURPOSE AND SCOPE

This policy clarifies the role of the Truth or Consequences Police Department and responsibilities of its members pertaining to large-scale emergencies and the New Mexico All Hazard Emergency Management Act.

202.2 POLICY

The Truth or Consequences Police Department will prepare for large-scale emergencies within and outside its jurisdiction through planning and mutual cooperation with other agencies.

The City Emergency Operations Plan complies with the State of New Mexico's All Hazard Emergency Management Act (NMSA § 12-10-2 et seq.). This plan provides for City emergency operations within its borders as may be required by state law.

202.2.1 TRUTH OR CONSEQUENCES ORDINANCES/RESOLUTIONS

The Emergency Operations Plan has been established by the City of Truth or Consequences by ordinance or resolution, as applicable, and approved by the City governing body (NMSA § 12-10-5).

202.3 EMERGENCY OPERATIONS PLAN COORDINATOR

The Chief of Police shall designate an Emergency Operations Plan coordinator who shall be approved by the City governing body. The responsibilities of the coordinator include (NMSA § 12-10-5):

(a) Carrying out the all hazard emergency management program of the City, including overseeing the Emergency Operations Plan.

(b) Maintaining liaison with officials of the New Mexico Department of Homeland Security and Emergency Management, and other local emergency management offices, as appropriate.

202.4 ACTIVATING THE EMERGENCY OPERATIONS PLAN

The Emergency Operations Plan can be activated in a number of ways. For the Truth or Consequences Police Department, the Chief of Police or the highest ranking on-duty supervisor may activate the Emergency Operations Plan in response to a major emergency.

Upon activation of the plan, the Chief of Police or the authorized designee should contact the New Mexico Department of Homeland Security and Emergency Management to assist with mutual aid response from local, state, and federal law enforcement agencies.

202.4.1 RECALL OF PERSONNEL

In the event that the Emergency Operations Plan is activated, all employees of the Truth or Consequences Police Department are subject to immediate recall to service. Employees may also be subject to recall during extraordinary circumstances as deemed necessary by the Chief of Police or the highest ranking on-duty supervisor.

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Failure to promptly respond to an order to report for duty may result in discipline.

202.5 LOCATION OF THE EMERGENCY OPERATIONS PLAN

Copies of the Emergency Operations Plan are available in the office of the Chief of Police and SCRDA. All supervisors should familiarize themselves with the Emergency Operations Plan and the roles members will play when the plan is implemented. The Chief of Police should ensure that department members are familiar with the roles they will play when the plan is implemented.

202.6 EMERGENCY OPERATIONS PLAN REVIEW

The Chief of Police or the authorized designee shall review the Emergency Operations Plan at least once every two years and ensure that the plan conforms to any revisions made by the National Incident Management System. The Chief of Police or the authorized designee should appropriately address any needed revisions.

202.7 TRAINING

The Department should provide annual training on the Emergency Operations Plan for all personnel. Supervisors should familiarize themselves with the Emergency Operations Plan and personnel responsibilities when the plan is implemented. Training should incorporate a full or partial exercise, tabletop, or command discussion.

202.8 ATTACHMENTS

See attachment: 120524 MOA with T or C for OEM001 - signed.pdf

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Training

203.1 PURPOSE AND SCOPE

This policy establishes general guidelines for how training is to be identified, conducted, and documented. This policy is not meant to address all specific training endeavors or identify every required training topic.

203.2 POLICY

The Department shall administer a training program that will meet the standards of federal, state, local, and the New Mexico Law Enforcement Academy (NMLEA) training requirements. It is a priority of this department to provide continuing education and training for the professional growth and development of its members.

203.3 OBJECTIVES

The objectives of the training program are to:

(a) Enhance the level of law enforcement service to the public.

(b) Increase the technical expertise and overall effectiveness of department members.

(c) Provide for continued professional development of department members.

(d) Ensure compliance with NMLEA rules and regulations concerning law enforcement training.

203.4 TRAINING MANAGER

The responsibilities of the Training Manager are assumed by the Chief of Police or designated to a qualified department member. The Training Manager is responsible for developing, reviewing, updating, and maintaining the department training plan so that required training is completed. The Training Manager should review the training plan annually.

203.5 TRAINING PLAN

The training plan should include the anticipated costs associated with each type of training, including attendee salaries and backfill costs. The plan should include a systematic and detailed method for recording all training for all members.

Updates and revisions may be made to any portion of the training plan at any time it is deemed necessary.

The plan will address all required training.

203.5.1 GOVERNMENT-MANDATED TRAINING

The following lists, while not all inclusive, identify training that is required under state and federal laws and regulations. Additional required training may be identified in individual policies.

(a) Federally mandated training:

1. National Incident Management System (NIMS) training

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(b) State-mandated training:

1. Members of the Department must successfully complete certified basic law enforcement training and successfully pass the licensing examination before being issued a peace officer's license (NMSA § 29-7-4.4; NMSA § 29-7-6.1).
    (a) The basic law enforcement training requirement may be waived if the member is eligible for licensure by meeting training and licensure standards within the parameters set by NMLEA (NMSA § 29-7-10).
    (b) Members of the Department shall complete no less than 40 hours of NMLEA-certified training every two years (NMSA § 29-7-7.1; 10.29.7.8 NMAC).
2. Firearms training as required by 10.29.9.14 NMAC.

203.6 TRAINING COMMITTEE

The Training Manager may establish a Training Committee, on a temporary or as-needed basis, which will assist with identifying training needs.

The Training Committee should be comprised of at least three members, with the senior ranking member of the committee acting as the chairperson. Committee members should be selected based on their abilities at post-incident evaluation and at assessing related training needs. The Training Manager may remove or replace members of the committee at their discretion.

The Training Committee should review certain incidents to determine whether training would likely improve future outcomes or reduce or prevent the recurrence of the undesirable issues related to an incident. Specific incidents the Training Committee should review include but are not limited to:

(a) Any incident involving the death or serious injury of a member.

(b) Incidents involving a high risk of death, serious injury, or civil liability.

(c) Incidents identified by the Department to determine possible training needs.

The Training Committee should convene on a regular basis, as determined by the Training Manager, to review the identified incidents. The committee shall determine by consensus whether a training need exists and then submit written recommendations of its findings to the Training Manager. The recommendation should not identify specific facts of any incidents, such as identities of members involved or the date, time, and location of the incident, but should focus on the type of training being recommended.

The Training Manager will consider the recommendations of the committee and determine what training should be addressed, taking into consideration the mission of the Department and the available resources. Training recommendations as determined by the Training Manager shall be submitted to the Chief of Police for review.

203.7 TRAINING ATTENDANCE

(a) All members assigned to attend training shall attend as scheduled unless previously excused by their immediate supervisor. Excused absences should be limited to:

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1. Court appearances.
2. Previously approved vacation or time off.
3. Illness or medical leave.
4. Physical limitations preventing the member's participation.
5. Emergency situations or department necessity.

(b) Any member who is unable to attend training as scheduled shall notify their supervisor as soon as practicable but no later than one hour prior to the start of training and shall:

1. Document their absence in a memorandum to their supervisor.
2. Make arrangements through their supervisor or the Training Manager to attend the required training on an alternate date.

203.8 DAILY TRAINING BULLETINS

The Lexipol Daily Training Bulletins (DTBs) are contained in a Web-accessed system that provides training on the Truth or Consequences Police Department Policy Manual and other important topics. Generally, one training bulletin is available for each day of the month. However, the number of DTBs may be adjusted by the Training Manager.

Members assigned to participate in DTBs shall only use the login credentials assigned to them by the Training Manager. Members should not share their password with others and should frequently change their password to protect the security of the system. After each session, members should log off the system to prevent unauthorized access. The content of the DTBs is copyrighted material and shall not be shared with others outside of the Department.

Members who are assigned to participate in the DTB program should complete each DTB at the beginning of their shifts or as otherwise directed by their supervisor. Members should not allow uncompleted DTBs to build up over time, and may be required to complete DTBs missed during extended absences (e.g., vacation, medical leave) upon returning to duty. Although the DTB system can be accessed from any Internet-enabled computer, members shall only take DTBs as part of their on-duty assignments, unless directed otherwise by a supervisor.

The Chief of Police or the authorized designee will be responsible for monitoring the progress of those under their command to ensure compliance with this policy.

203.9 TRAINING RECORDS

The Training Manager is responsible for the creation, reporting, filing, and storage of all training records. Training records shall be retained in accordance with the established records retention schedule, and the status of in-service training for each officer shall be reported to NMLEA (NMSA § 29-7-7.2).

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Electronic Mail

204.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the proper use and application of the electronic mail (email) system provided by the Department.

204.2 POLICY

Truth or Consequences Police Department members shall use email in a professional manner in accordance with this policy and current law (e.g., Inspection of Public Records Act).

204.3 PRIVACY EXPECTATION

Members forfeit any expectation of privacy with regard to emails accessed, transmitted, received, or reviewed on any department technology system (see the Information Technology Use Policy for additional guidance).

204.4 RESTRICTIONS ON USE OF EMAIL

Messages transmitted over the email system are restricted to official business activities, or shall only contain information that is essential for the accomplishment of business-related tasks or for communications that are directly related to the business, administration, or practices of the Department.

Sending derogatory, defamatory, obscene, disrespectful, sexually suggestive, harassing, or any other inappropriate messages on the email system is prohibited and may result in discipline.

Email messages addressed to the entire Department are only to be used for official business-related items that are of particular interest to all users. In the event that a member has questions about sending a particular email communication, the member should seek prior approval from a supervisor in their chain of command.

It is a violation of this policy to transmit a message under another member's name or email address or to use the password of another to log into the system unless directed to do so by a supervisor. Members are required to log off the network or secure the workstation when the computer is unattended. This added security measure will minimize the potential misuse of a member's email, name, or password. Any member who believes their password has become known to another person shall change their password immediately.

204.5 EMAIL RECORD MANAGEMENT

Email may, depending upon the individual content, be a public record under the Inspection of Public Records Act and must be managed in accordance with the established records retention schedule and in compliance with state law.

The Records Clerk shall ensure that email messages are retained and recoverable as outlined in the Records Maintenance and Release Policy.

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Administrative Communications

205.1 PURPOSE AND SCOPE

This policy sets forth the manner in which the Department communicates significant changes to its membership such as promotions, transfers, hiring and appointment of new members, separations, individual and group awards and commendations, or other changes in status. This policy also provides guidelines for the professional handling of electronic and non-electronic administrative communications from the Department.

205.2 POLICY

The Truth or Consequences Police Department will appropriately communicate significant events within the organization to its members. Both electronic and non-electronic administrative communications will be professional in appearance and comply with the established letterhead, signature, and disclaimer guidelines, as applicable.

205.3 MEMORANDUMS

Memorandums may be issued periodically by the Chief of Police or the authorized designee to announce and document all promotions, transfers, hiring and appointment of new members, separations, individual and group awards and commendations, or other changes in status.

205.4 CORRESPONDENCE

To ensure that the letterhead and name of the Department are not misused, all official external correspondence shall be on department letterhead. All department letterhead shall bear the signature element of the Chief of Police. Official correspondence and use of letterhead requires approval of the Chief of Police or the authorized designee. Department letterhead may not be used for personal purposes.

Official internal correspondence shall be on the appropriate department electronic or non-electronic memorandum forms.

Electronic correspondence shall contain the sender's department-approved signature and electronic communications disclaimer language.

205.5 SURVEYS

All surveys made in the name of the Department shall be authorized by the Chief of Police or the authorized designee.

205.6 OTHER COMMUNICATIONS

Departmental Directives and other communications necessary to ensure the effective operation of the Department shall be issued by the Chief of Police or the authorized designee (see the Departmental Directives Policy).

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Supervision Staffing Levels

206.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines to ensure that proper supervision is available to meet the needs of the Department and members.

206.2 POLICY

The Truth or Consequences Police Department will ensure that proper supervision is available to meet the needs of its members and to achieve the goals of the Department. The needs of its members should be balanced with the needs of the Department for flexibility and discretion in assigning members to meet supervisory needs. While balance is desirable, the paramount concern is to meet the needs of the Department.

206.3 MINIMUM SUPERVISION STAFFING LEVELS

Minimum staffing levels should be established by the Chief of Police. The supervision staffing levels should support proper supervision, span of control, compliance with any collective bargaining agreement, and activity levels to meet the needs of members and the goals of the Department.

206.3.1 TEMPORARY SUPERVISORS

In order to accommodate training and other unforeseen circumstances, a qualified lower-ranking member may be used as a temporary supervisor in place of a regularly assigned supervisor.

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Retiree Concealed Firearms

207.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the issuance, denial, suspension, or revocation of Truth or Consequences Police Department identification cards to qualified former or retired law enforcement officers under the Law Enforcement Officers' Safety Act (LEOSA) (18 USC § 926C).

207.2 POLICY

It is the policy of the Truth or Consequences Police Department to provide identification cards to qualified former or retired officers to facilitate the lawful carrying of concealed weapons by those individuals.

207.3 LEOSA

The Chief of Police may issue an identification card for LEOSA purposes to any qualified former officer of this department who (18 USC § 926C(c)):

(a) Separated from service in good standing from this department as an officer.

(b) Before such separation, had regular employment as a law enforcement officer for an aggregate of 10 years or more or, if employed as a law enforcement officer for less than 10 years, separated from service after completing any applicable probationary period due to a service-connected disability as determined by this department.

(c) Has not been disqualified for reasons related to mental health.

(d) Has not entered into an agreement with this department where the officer acknowledges that they are not qualified to receive a firearms qualification certificate for reasons related to mental health.

(e) Is not prohibited by federal law from receiving or possessing a firearm.

207.3.1 LEOSA CARD FORMAT

The LEOSA identification card should contain a photograph of the former officer and identify them as having been employed as an officer.

If the Truth or Consequences Police Department qualifies the former officer, the LEOSA identification card or separate certification should indicate the date the former officer was tested or otherwise found by the Department to meet the active-duty standards for qualification to carry a firearm.

207.3.2 AUTHORIZATION

Any qualified former law enforcement officer, including a former officer of this department, may carry a concealed firearm under 18 USC § 926C when they are:

(a) In possession of photographic identification that identifies them as having been employed as a law enforcement officer, and one of the following:

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1. An indication from the person's former law enforcement agency that the person has, within the past year, been tested or otherwise found by the law enforcement agency to meet agency-established active-duty standards for qualification in firearms training to carry a firearm of the same type as the concealed firearm.
2. A certification, issued by either the state in which the person resides or by a certified firearms instructor who is qualified to conduct a firearms qualification test for active-duty law enforcement officers within that state, indicating that the person has, within the past year, been tested or otherwise found to meet the standards established by the state or, if not applicable, the standards of any agency in that state.

(b) Not under the influence of alcohol or another intoxicating or hallucinatory drug or substance.

(c) Not prohibited by federal law from receiving a firearm.

(d) Not in a location prohibited by New Mexico law or by a private person or entity on their property if such prohibition is permitted by New Mexico law.

207.4 FORMER OFFICER RESPONSIBILITIES

A former officer with a card issued under this policy shall immediately notify the Chief of Police] of their arrest or conviction in any jurisdiction, or that they have the subject of a court order, in accordance with the Reporting of Arrests, Convictions, and Court Orders Policy.

207.4.1 RESPONSIBILITIES UNDER LEOSA

In order to obtain or retain a LEOSA identification card, the former officer shall:

(a) Sign a waiver of liability of the Department for all acts taken related to carrying a concealed firearm, acknowledging both their personal responsibility as a private person for all acts taken when carrying a concealed firearm as permitted by LEOSA and also that these acts were not taken as an employee or former employee of the Department.

(b) Remain subject to all applicable department policies and federal, state, and local laws.

(c) Demonstrate good judgment and character commensurate with carrying a loaded and concealed firearm.

(d) Successfully pass an annual criminal history background check indicating that they are not prohibited by law from receiving or possessing a firearm.

207.4.2 RESPONSIBILITIES UNDER NEW MEXICO LAW

Qualified retired officers seeking to obtain a "retired police officer" endorsement on a concealed handgun license issued under New Mexico law must comply with the requirements of NMSA § 29-19-14. The Chief of Police or the authorized designee may provide documentation to a retired officer in order for them to establish their compliance with these requirements (10.8.2.31 NMAC).

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207.5 DENIAL, SUSPENSION, OR REVOCATION

A LEOSA identification card may be denied or revoked upon a showing of good cause as determined by the Department. In the event that an identification card is denied, suspended, or revoked, the former officer may request a review by the Chief of Police. The decision of the Chief of Police is final.

207.6 FIREARM QUALIFICATIONS

The Firearms Instructor may provide former officers from this department an opportunity to qualify. Written evidence of the qualification and the weapons used will be provided and will contain the date of the qualification. The Firearms Instructor will maintain a record of the qualifications and weapons used.

207.6.1 FIREARMS TRAINING COURSE

A retired officer who has been retired for more than 10 years shall be allowed to attend the department's firearms qualification course, provided the retired officer supplies their own ammunition, handgun, targets, and range equipment (NMSA § 29-19-14).

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Chapter 3 - General Operations

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Use of Force

300.1 PURPOSE AND SCOPE

This policy provides guidelines on the reasonable use of force. While there is no way to specify the exact amount or type of reasonable force to be applied in any situation, every member of this department is expected to use these guidelines to make such decisions in a professional, impartial, and reasonable manner (NMSA § 29-7D-2).

In addition to those methods, techniques, and tools set forth below, the guidelines for the reasonable application of force contained in this policy shall apply to all policies addressing the potential use of force, including but not limited to the Control Devices and Conducted Energy Device policies.

300.1.1 DEFINITIONS

Definitions related to this policy include:

Deadly force - Force reasonably anticipated and intended to create a substantial likelihood of causing death or very serious injury.

Feasible - Reasonably capable of being done or carried out under the circumstances to successfully achieve the arrest or lawful objective without increasing risk to the officer or another person.

Force - The application of physical techniques or tactics, chemical agents, or weapons to another person. It is not a use of force when a person allows themself to be searched, escorted, handcuffed, or restrained.

Imminent - Ready to take place; impending. Note that imminent does not mean immediate or instantaneous.

Objectively Reasonable- This term means that in determining the necessity for force and the appropriate level of force, officers shall evaluate each situation in light of the known circumstances, including, but not limited to, the seriousness of the crime, the level of the threat or resistance presented by the subject, and the level of threat to the community.

Physical Injury- Any injury to a person that is not likely to cause death or great bodily injury to the person, but does cause painful temporary disfigurement or temporary loss or impairment of the functions of any member or organ of the person's body.

Reasonable Belief- Facts and circumstances known to the officer at the time, which would cause another reasonable and prudent officer to act or think in a similar way under similar circumstances.

Serious Bodily Injury- Injury that creates a substantial risk of death, serious permanent disfigurement, or protracted loss or impairment of a bodily member or organ.

Totality of the circumstances - All facts and circumstances known to the officer at the time, taken as a whole, including the conduct of the officer and the subject leading up to the use of force.

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300.2 POLICY

The use of force by law enforcement personnel is a matter of critical concern, both to the public and to the law enforcement community. Officers are involved on a daily basis in numerous and varied interactions and, when warranted, may use reasonable force in carrying out their duties.

Officers must have an understanding of, and true appreciation for, their authority and limitations. This is especially true with respect to overcoming resistance while engaged in the performance of law enforcement duties.

The Truth or Consequences Police Department recognizes and respects the value of all human life and dignity without prejudice to anyone. Vesting officers with the authority to use reasonable force and to protect the public welfare requires monitoring, evaluation, and a careful balancing of all interests.

300.2.1 DUTY TO INTERVENE AND REPORT

Any officer present and observing another law enforcement officer or a member using force that is clearly beyond that which is objectively reasonable under the circumstances shall, when in a position to do so, intervene to prevent the use of unreasonable force.

Any officer who observes another law enforcement officer or a member use force that is potentially beyond that which is objectively reasonable under the circumstances shall report these observations to a supervisor as soon as feasible, and no later than the end of the officer's shift (NMSA § 29-7D-5).

300.2.2 PERSPECTIVE

When observing or reporting force used by a law enforcement officer, each officer should take into account the totality of the circumstances and the possibility that other law enforcement officers may have additional information regarding the threat posed by the subject.

300.3 USE OF FORCE

Officers shall use only that amount of force that reasonably appears necessary given the facts and circumstances perceived by the officer at the time of the event to accomplish a legitimate law enforcement purpose.

The reasonableness of force will be judged from the perspective of a reasonable officer on the scene at the time of the incident. Any evaluation of reasonableness must allow for the fact that officers are often forced to make split-second decisions about the amount of force that reasonably appears necessary in a particular situation, with limited information and in circumstances that are tense, uncertain, and rapidly evolving.

Given that no policy can realistically predict every possible situation an officer might encounter, officers are entrusted to use well-reasoned discretion in determining the appropriate use of force in each incident.

It is also recognized that circumstances may arise in which officers reasonably believe that it would be impractical or ineffective to use any of the tools, weapons, or methods provided by this

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department. Officers may find it more effective or reasonable to improvise their response to rapidly unfolding conditions that they are confronting. In such circumstances, the use of any improvised device or method must nonetheless be reasonable and utilized only to the degree that reasonably appears necessary to accomplish a legitimate law enforcement purpose.

While the ultimate objective of every law enforcement encounter is to avoid or minimize injury, nothing in this policy requires an officer to retreat or be exposed to possible physical injury before applying reasonable force.

300.3.1 ALTERNATIVE TACTICS - DE-ESCALATION

When circumstances reasonably permit, officers should use non-violent strategies and techniques to decrease the intensity of a situation, improve decision-making, improve communication, reduce the need for force, and increase voluntary compliance (e.g., summoning additional resources, formulating a plan, attempting verbal persuasion).

300.3.2 FACTORS USED TO DETERMINE THE REASONABLENESS OF FORCE

When determining whether to apply force and evaluating whether an officer has used reasonable force, a number of factors should be taken into consideration, as time and circumstances permit. These factors include but are not limited to (NMSA § 29-7D-2):

(a) Immediacy and severity of the threat to officers or others.

(b) The conduct of the individual being confronted, as reasonably perceived by the officer at the time.

(c) Officer/subject factors (e.g., age, size, relative strength, skill level, injuries sustained, level of exhaustion or fatigue, the number of officers available vs. subjects).

(d) The effects of suspected drug or alcohol use.

(e) The individual's mental state or capacity.

(f) The individual's ability to understand and comply with officer commands.

(g) Proximity of weapons or dangerous improvised devices.

(h) The degree to which the individual has been effectively restrained and their ability to resist despite being restrained.

(i) The availability of other reasonable and feasible options and their possible effectiveness.

(j) Seriousness of the suspected offense or reason for contact with the individual.

(k) Training and experience of the officer.

(l) Potential for injury to officers, suspects, and others.

(m) Whether the individual appears to be resisting, attempting to evade arrest by flight, or is attacking the officer.

(n) The risk and reasonably foreseeable consequences of escape.

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(o) The apparent need for immediate control of the individual or a prompt resolution of the situation.

(p) Whether the conduct of the individual being confronted no longer reasonably appears to pose an imminent threat to the officer or others.

(q) Prior contacts with the individual or awareness of any propensity for violence.

(r) Any other exigent circumstances.

300.3.3 PAIN COMPLIANCE TECHNIQUES

Pain compliance techniques may be effective in controlling a physically or actively resisting individual. Officers may only apply those pain compliance techniques for which they have successfully completed department-approved training. Officers utilizing any pain compliance technique should consider:

(a) The degree to which the application of the technique may be controlled given the level of resistance.

(b) Whether the individual can comply with the direction or orders of the officer.

(c) Whether the individual has been given sufficient opportunity to comply.

The application of any pain compliance technique shall be discontinued once the officer determines that compliance has been achieved.

300.3.4 CAROTID CONTROL HOLD

A carotid control hold (also known as a "vascular neck restraint") is a technique designed to control an individual by temporarily restricting blood flow through the application of pressure to the side of the neck and, unlike a chokehold, does not restrict the airway. The proper application of the carotid control hold may be effective in restraining a violent or combative individual. However, due to the potential for injury, the use of the carotid control hold is limited to those circumstances where deadly force is authorized and is subject to the following (NMSA § 29-7D-3):

(a) At all times during the application of the carotid control hold, the response of the individual should be monitored. The carotid control hold shall be discontinued when circumstances indicate that the application no longer reasonably appears necessary.

(b) Any individual who has had the carotid control hold applied, regardless of whether they were rendered unconscious, shall be promptly examined by paramedics or other qualified medical personnel and should be monitored until such examination occurs.

(c) The officer shall inform any person receiving custody, or any person placed in a position of providing care, that the individual has been subjected to the carotid control hold and whether the individual lost consciousness as a result.

(d) Any officer attempting or applying the carotid control hold shall promptly notify a supervisor of the use or attempted use of such hold.

(e) The use or attempted use of the carotid control hold shall be thoroughly documented by the officer in any related reports.

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300.3.5 RESPIRATORY RESTRAINTS

The use of a respiratory restraint, also known as a chokehold, is limited to circumstances where deadly force is authorized, and if applied, is subject to the same guidelines and requirements as a carotid control hold.

300.3.6 USE OF FORCE TO SEIZE EVIDENCE

In general, officers may use reasonable force to lawfully seize evidence and to prevent the destruction of evidence. However, officers are discouraged from using force solely to prevent a person from swallowing evidence or contraband. In the instance when force is used, officers should not intentionally use any technique that restricts blood flow to the head, restricts respiration, or which creates a reasonable likelihood that blood flow to the head or respiration would be restricted. Officers are encouraged to use techniques and methods taught by the Truth or Consequences Police Department for this specific purpose.

300.4 DEADLY FORCE APPLICATIONS

When reasonable, the officer shall, prior to the use of deadly force, make efforts to identify themself as a peace officer and to warn that deadly force may be used, unless the officer has objectively reasonable grounds to believe the person is aware of those facts.

Use of deadly force is justified in the following circumstances involving an imminent threat or an imminent risk:

(a) An officer may use deadly force to protect themself or others from what the officer reasonably believes is an imminent threat of death or serious bodily injury.

(b) An officer may use deadly force to stop a fleeing subject when the officer has probable cause to believe that the individual has committed, or intends to commit, a felony involving the infliction or threatened infliction of serious bodily injury or death, and the officer reasonably believes that there is an imminent risk of serious bodily injury or death to any other person if the individual is not immediately apprehended. Under such circumstances, a verbal warning should precede the use of deadly force, where feasible.

However, an officer shall not use deadly force against a person whose actions are a threat solely to themself or property unless the person poses an imminent danger of death or serious physical injury to the officer or others in close proximity.

Imminent does not mean immediate or instantaneous. An imminent danger may exist even if the suspect is not at that very moment pointing a weapon at someone. For example, an imminent danger may exist if an officer reasonably believes that the individual has a weapon or is attempting to access one and intends to use it against the officer or another person. An imminent danger may also exist if the individual is capable of causing serious bodily injury or death without a weapon, and the officer believes the individual intends to do so.

300.4.1 MOVING VEHICLES

Shots fired at or from a moving vehicle are rarely effective and involve considerations and risks in addition to the justification for the use of deadly force.

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When feasible, officers should take reasonable steps to move out of the path of an approaching vehicle instead of discharging their firearm at the vehicle or any of its occupants (NMSA § 29-7D-3).

An officer should only discharge a firearm at a moving vehicle or its occupants when the officer reasonably believes there are no other reasonable means available to avert the imminent threat of the vehicle, or if deadly force other than the vehicle is directed at the officer or others.

Officers should not shoot at any part of a vehicle in an attempt to disable the vehicle.

300.5 REPORTING THE USE OF FORCE

Any use of force by a member of this department shall be documented promptly, completely, and accurately in an appropriate report, depending on the nature of the incident. The officer should articulate the factors perceived and why they believed the use of force was reasonable under the circumstances.

To collect data for purposes of training, resource allocation, analysis, and related purposes, the Department may require the completion of additional report forms, as specified in department policy, procedure, or law. See the Report Preparation Policy for additional circumstances that may require documentation.

300.5.1 NOTIFICATIONS TO SUPERVISORS

Supervisory notification shall be made as soon as practicable following the application of force in any of the following circumstances:

(a) The application caused a visible injury.

(b) The application would lead a reasonable officer to conclude that the individual may have experienced more than momentary discomfort.

(c) The individual subjected to the force complained of injury or continuing pain.

(d) The individual indicates intent to pursue litigation.

(e) Any application of the conducted energy device or control device.

(f) Any application of a restraint device other than handcuffs, shackles, or belly chains.

(g) The individual subjected to the force was rendered unconscious.

(h) An individual was struck or kicked.

(i) An individual alleges unreasonable force was used or that any of the above has occurred.

300.6 MEDICAL CONSIDERATIONS

Once it is reasonably safe to do so, medical assistance shall be obtained for any person who exhibits signs of physical distress, has sustained visible injury, expresses a complaint of injury or continuing pain, or was rendered unconscious. Any individual exhibiting signs of physical distress after an encounter should be continuously monitored until the individual can be medically assessed. Individuals should not be placed on their stomachs for an extended period, as this could impair their ability to breathe.

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Based upon the officer's initial assessment of the nature and extent of the individual's injuries, medical assistance may consist of examination by an emergency medical services provider or medical personnel at a hospital or jail. If any such individual refuses medical attention, such a refusal shall be fully documented in related reports and, whenever practicable, should be witnessed by another officer and/or medical personnel. If a recording is made of the contact or an interview with the individual, any refusal should be included in the recording, if possible.

The on-scene supervisor or, if the on-scene supervisor is not available, the primary handling officer shall ensure that any person providing medical care or receiving custody of a person following any use of force is informed that the person was subjected to force. This notification shall include a description of the force used and any other circumstances the officer reasonably believes would be potential safety or medical risks to the subject (e.g., prolonged struggle, extreme agitation, impaired respiration).

Individuals who exhibit extreme agitation, violent irrational behavior accompanied by profuse sweating, extraordinary strength beyond their physical characteristics, and imperviousness to pain, or who require a protracted physical encounter with multiple officers to be brought under control, may be at an increased risk of sudden death. Calls involving these persons should be considered medical emergencies. Officers who reasonably suspect a medical emergency should request medical assistance as soon as practicable and have medical personnel stage away.

See the Medical Aid and Response Policy for additional guidelines.

300.7 SUPERVISOR RESPONSIBILITIES

A supervisor should respond to a reported application of force resulting in visible injury, if reasonably available. When a supervisor is able to respond to an incident in which there has been a reported application of force, the supervisor is expected to:

(a) Obtain the basic facts from the involved officers. Absent an allegation of misconduct or excessive force, this will be considered a routine contact in the normal course of duties.

(b) Ensure that any injured parties are examined and treated.

(c) When possible, separately obtain a recorded interview with the individual upon whom force was applied. If this interview is conducted without the individual having voluntarily waived their *Miranda* rights, the following shall apply:

1. The content of the interview should not be summarized or included in any related criminal charges.
2. The fact that a recorded interview was conducted should be documented in a property or other report.
3. The recording of the interview should be distinctly marked for retention until all potential for civil litigation has expired.

(d) Once any initial medical assessment has been completed or first aid has been rendered, ensure that photographs have been taken of any areas involving visible injury or complaint of pain, as well as overall photographs of uninjured areas.

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1. These photographs should be retained until all potential for civil litigation has expired.

(e) Identify any witnesses not already included in related reports.

(f) Review and approve all related reports.

(g) Determine if there is any indication that the individual may pursue civil litigation.

1. If there is an indication of potential civil litigation, the supervisor should complete and route a notification of a potential claim through the appropriate channels.

(h) Evaluate the circumstances surrounding the incident and initiate an administrative investigation if there is a question of policy noncompliance or if for any reason further investigation may be appropriate.

In the event that a supervisor is unable to respond to the scene of an incident involving the reported application of force, the supervisor is still expected to complete as many of the above items as circumstances permit.

300.7.1 CHIEF OF POLICE RESPONSIBILITY

The Chief of Police or the authorized designee shall review each use of force by any personnel within their command to ensure compliance with this policy and to address any training issues.

300.8 TRAINING

Officers shall receive annual training on this policy and demonstrate their knowledge and understanding.

Subject to available resources, officers should receive periodic training on guidelines regarding vulnerable populations, including but not limited to children, elderly, pregnant persons, and individuals with physical, mental, or intellectual disabilities.

300.8.1 TRAINING REQUIREMENTS

Required annual training shall include (NMSA § 29-7-4.4):

(a) Legal updates.

(b) De-escalation tactics, including alternatives to force.

(c) The duty to intervene.

(d) The duty to request and/or render medical aid.

(e) Warning shots (see the Firearms Policy).

(f) All other subjects covered in this policy (e.g., use of deadly force, chokeholds and carotid holds, discharge of a firearm at or from a moving vehicle, verbal warnings).

(g) Reality based situational training.

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300.9 USE OF FORCE ANALYSIS

At least annually, the Chief of Police or the authorized designee should prepare an analysis report on use of force incidents. The report should not contain the names of officers or suspects or case numbers, and should include:

(a) The identification of any trends in the use of force by members.

(b) Training needs recommendations.

(c) Equipment needs recommendations.

(d) Policy revision recommendations.

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Use of Force Review Boards

301.1 PURPOSE AND SCOPE

This policy establishes a process for the Truth or Consequences Police Department to review the use of force by its members.

This review process shall be in addition to any other review or investigation that may be conducted by any outside or multi-agency entity having jurisdiction over the investigation or the evaluation of the use of force.

301.2 POLICY

The Truth or Consequences Police Department will objectively evaluate the use of force by its members to ensure that their authority is used appropriately and consistent with training and policy.

301.3 REMOVAL FROM LINE DUTY ASSIGNMENT

Generally, whenever a member's actions or use of force in an official capacity, or while using department equipment, results in death or very serious injury to another, that member will be placed in a temporary administrative assignment pending an administrative review. The Chief of Police may exercise discretion and choose not to place a member in an administrative assignment.

301.4 REVIEW BOARD

The Use of Force Review Board will be convened when the use of force by a member results in very serious injury or death to another person.

The Use of Force Review Board will also investigate and review the circumstances surrounding every discharge of a firearm, whether the member was on- or off-duty, excluding training or recreational use.

The Chief of Police may request the Use of Force Review Board to investigate the circumstances surrounding any use of force incident.

The Chief of Police or the authorized designee will convene the Use of Force Review Board as necessary. It will be the responsibility of the supervisor of the involved member to notify the Chief of Police or the authorized designee of any incidents requiring board review. The involved member's supervisor will also ensure that all relevant reports, documents, and materials are available for consideration and review by the board.

301.4.1 COMPOSITION OF THE BOARD

The Chief of Police should staff the Use of Force Review Board with five individuals from the following, as appropriate:

- Nonadministrative supervisor
- A peer officer/department member
- A law enforcement officer from an outside law enforcement agency, as appropriate

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- Department instructor for the type of weapon, device, or technique used, or subject matter expert

The Chief of Police or the authorized designee will serve as chairperson.

301.4.2 RESPONSIBILITIES OF THE BOARD

The Use of Force Review Board is empowered to conduct an administrative review and inquiry into the circumstances of an incident.

The board members may request further investigation, request reports be submitted for the board's review, call persons to present information, and request the involved member to appear. The involved member will be notified of the meeting of the board and may choose to have a representative through all phases of the review process.

The board does not have the authority to recommend discipline.

The Chief of Police will determine whether the board should delay its review until after completion of any criminal investigation, review by any prosecutorial body, filing of criminal charges, the decision not to file criminal charges, or any other action. The board should be provided all relevant available material from these proceedings for its consideration.

Absent an express waiver from the involved member, no more than two designated board members may ask questions of the involved member. Other board members may provide questions to the designated board members.

The review shall be based upon those facts which were reasonably believed or known by the officer at the time of the incident, applying any legal requirements, department policies, procedures, and approved training to those facts. Facts later discovered but unknown to the involved member at the time shall neither justify nor call into question a member's decision regarding the use of force.

Any questioning of the involved member conducted by the board will be in accordance with Truth or Consequences Police Department disciplinary procedures, the Personnel Complaints Policy, the current collective bargaining agreement and any applicable state or federal law.

The board shall make one of the following recommended findings:

(a) The member's actions were within department policy and procedure.

(b) The member's actions were in violation of department policy and procedure.

A recommended finding requires a majority vote of the board. The board may also recommend additional investigations or reviews, such as disciplinary investigations, training reviews to consider whether training should be developed or revised, and policy reviews, as may be appropriate.

The Chief of Police shall review the recommendation, make a final determination as to whether the member's actions were within policy and procedure, and determine whether any additional actions, investigations, or reviews are appropriate. If the Chief of Police concludes that discipline should be considered, a disciplinary process will be initiated.

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At the conclusion of any additional reviews, copies of all relevant reports and information will be filed with the Chief of Police.

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Handcuffing and Restraints

302.1 PURPOSE AND SCOPE

This policy provides guidelines for the use of handcuffs and other restraints during detentions and arrests.

302.2 POLICY

The Truth or Consequences Police Department authorizes the use of restraint devices in accordance with this policy, the Use of Force Policy, the Transporting Persons in Custody Policy, and department training. Restraint devices shall not be used to punish, to display authority, or as a show of force.

302.3 USE OF RESTRAINTS

Only members who have successfully completed Truth or Consequences Police Department-approved training on the use of restraint devices described in this policy are authorized to use these devices.

When deciding whether to use any restraint, officers should carefully balance officer safety concerns with factors that include but are not limited to:

- The circumstances or crime leading to the arrest.
- The demeanor and behavior of the arrested person.
- The age and health of the person.
- Whether the person is known to be pregnant.
- Whether the person has a hearing or speaking disability. In such cases, consideration should be given, safety permitting, to handcuffing to the front in order to allow the person to sign or write notes.
- Whether the person has any other apparent disability.

302.3.1 RESTRAINT OF DETAINEES

Situations may arise where it may be reasonable to restrain a person who may, after brief investigation, be released without arrest. Unless the detainee is arrested, the use of restraints on detainees should continue only for as long as is reasonably necessary to ensure the safety of officers and others. When deciding whether to remove restraints from a detainee, officers should continuously weigh the safety interests at hand against the continuing intrusion upon the detainee.

302.3.2 RESTRAINT OF PREGNANT PERSONS

Persons who are known to be pregnant should be restrained in the least restrictive manner that is effective for officer safety. Leg restraints, waist chains, or handcuffs behind the body should not be used unless the officer has a reasonable suspicion that the person may resist, attempt escape, injure themself or others, or damage property.

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No person who is in labor, delivery, or recovery after delivery shall be handcuffed or restrained except in extraordinary circumstances, and only when a supervisor makes an individualized determination that such restraints are necessary for the safety of the detainee, officers, or others. See the Transporting Persons in Custody Policy for guidelines relating to transporting pregnant persons.

302.3.3 RESTRAINT OF JUVENILES

A juvenile under 14 years of age **should not** be restrained unless they are suspected of a dangerous felony or when the officer has a reasonable suspicion that the juvenile may resist, attempt escape, injure themself, injure the officer, or damage property.

302.4 APPLICATION OF HANDCUFFS OR PLASTIC CUFFS

Handcuffs, including temporary nylon or plastic cuffs, may be used only to restrain a person's hands to ensure officer safety.

Although encouraged for most arrest situations, handcuffing is discretionary and not an absolute requirement of the Department. Officers should consider handcuffing any person they reasonably believe warrants that degree of restraint. However, officers should not conclude that in order to avoid risk every person should be handcuffed regardless of the circumstances.

In most situations, handcuffs should be applied with the hands behind the person's back. When feasible, handcuffs should be double-locked to prevent tightening, which may cause undue discomfort or injury to the hands or wrists.

In situations where one pair of handcuffs does not appear sufficient to restrain the person or may cause unreasonable discomfort due to the person's size, officers should consider alternatives, such as using an additional set of handcuffs or multiple plastic cuffs.

Handcuffs should be removed as soon as it is reasonable or after the person has been searched and is safely confined within a detention facility.

302.5 APPLICATION OF SPIT HOODS

Spit hoods are temporary protective devices designed to prevent the wearer from biting and/or transferring or transmitting fluids (saliva and mucous) to others.

Spit hoods may be placed upon persons in custody when the officer reasonably believes the person will bite or spit, either on a person or in an inappropriate place. They are generally used during application of a physical restraint, while the person is restrained, or during or after transport.

Officers utilizing spit hoods should ensure that the spit hood is fastened properly to allow for adequate ventilation and that the restrained person can breathe normally. Officers should provide assistance during the movement of a restrained person due to the potential for impairing or distorting that person's vision. Officers should avoid commingling those wearing spit hoods with other detainees.

Spit hoods should not be used in situations where the restrained person is bleeding profusely from the area around the mouth or nose, or if there are indications that the person has a medical

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condition, such as difficulty breathing or vomiting. In such cases, prompt medical care should be obtained. If the person vomits while wearing a spit hood, the spit hood should be promptly removed and discarded. Persons who have been sprayed with oleoresin capsicum (OC) spray should be thoroughly decontaminated, including hair, head, and clothing, prior to application of a spit hood.

Those who have been placed in a spit hood should be continually monitored and shall not be left unattended until the spit hood is removed. Spit hoods shall be discarded after each use.

302.6 APPLICATION OF AUXILIARY RESTRAINT DEVICES

Auxiliary restraint devices include transport belts, waist or belly chains, transportation chains, leg restraints, and other similar devices. Auxiliary restraint devices are intended for use during long-term restraint or transportation. They provide additional security and safety without impeding breathing, while permitting adequate movement, comfort, and mobility.

Only department-authorized devices may be used. Any person in auxiliary restraints should be monitored as reasonably appears necessary.

302.7 APPLICATION OF LEG RESTRAINT DEVICES

Leg restraints may be used to restrain the legs of a violent or potentially violent person when it is reasonable to do so during the course of detention, arrest, or transportation. Only restraint devices approved by the Department shall be used.

In determining whether to use the leg restraint, officers should consider:

(a) Whether the officer or others could be exposed to injury due to the assaultive or resistant behavior of a person.

(b) Whether it is reasonably necessary to protect the person from their own actions (e.g., hitting their head against the interior of the patrol vehicle, running away from the arresting officer while handcuffed, kicking at objects or officers).

(c) Whether it is reasonably necessary to avoid damage to property (e.g., kicking at the windows of the patrol vehicle).

302.7.1 GUIDELINES FOR USE OF LEG RESTRAINTS

When applying leg restraints, the following guidelines should be followed:

(a) If practicable, officers should notify a supervisor of the intent to apply the leg restraint device. In all cases, a supervisor shall be notified as soon as practicable after the application of the leg restraint device.

(b) Once applied, absent a medical or other emergency, restraints should remain in place until the officer arrives at the jail or other facility or the person no longer reasonably appears to pose a threat.

(c) Once secured, the person should be placed in a seated or upright position, secured with a safety belt, and shall not be placed on their stomach for an extended period, as this could reduce the person's ability to breathe.

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(d) The restrained person should be continually monitored by an officer while in the leg restraint. The officer should ensure that the person does not roll onto and remain on their stomach.

(e) The officer should look for signs of labored breathing and take appropriate steps to relieve and minimize any obvious factors contributing to this condition.

302.8 REQUIRED DOCUMENTATION

If a person is restrained and released without an arrest, the officer shall document the details of the detention and the need for handcuffs or other restraints.

If a person is arrested, the use of handcuffs or other restraints shall be documented in the related report.

Officers should document the following information in reports, as appropriate, when restraints other than handcuffs are used on a person:

(a) The factors that led to the decision to use restraints.

(b) Supervisor notification and approval of restraint use.

(c) The types of restraint used.

(d) The amount of time the person was restrained.

(e) How the person was transported and the position of the person during transport.

(f) Observations of the person's behavior and any signs of physiological problems.

(g) Any known or suspected drug use or other medical problems.

302.9 TRAINING

The Training Manager should ensure that officers receive periodic training on the proper use of handcuffs and other restraints, including:

(a) Proper placement and fit of handcuffs and other restraint devices approved for use by the Department.

(b) Response to complaints of pain by restrained persons.

(c) Options for restraining those who may be pregnant without the use of leg restraints, waist chains, or handcuffs behind the body.

(d) Options for restraining amputees or those with medical conditions or other physical conditions that may be aggravated by being restrained.

(e) Proper placement of safely secured persons into an upright or seated position to avoid placement on the stomach for an extended period, as this could reduce the person's ability to breathe.

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Control Devices

303.1 PURPOSE AND SCOPE

This policy provides guidelines for the use and maintenance of control devices that are described in this policy.

303.2 POLICY

In order to control individuals who are violent or who demonstrate the intent to be violent, the Truth or Consequences Police Department authorizes officers to use control devices in accordance with the guidelines in this policy and the Use of Force Policy. The Chief of Police may also authorize other positions or individual department members to use specific control devices.

303.3 ISSUING, CARRYING, AND USING CONTROL DEVICES

Control devices described in this policy may be carried and used by members of this department only if the device has been issued by the Department or approved by the Chief of Police or the authorized designee.

Only those members who have successfully completed department-approved training on this policy and the use of any control device are authorized to carry and use the device.

Control devices may be used when a decision has been made to control, restrain, or arrest a person who is violent or who demonstrates the intent to be violent and the use of the device appears reasonable under the circumstances. When reasonable, a verbal warning and opportunity to comply should precede the use of these devices.

303.4 RESPONSIBILITIES

It is the policy of the Truth or Consequences Police Department that all officers will be properly trained in the use of Control Devices supplied and approved by the Chief. This includes the appropriate usage, care of the control devices, and recognition of damage if it should occur. The Truth or Consequences Police Department also requires that officers appropriately give assistance to any person(s) on which the a control device is used on.

303.4.1 CHIEF OF POLICE RESPONSIBILITIES

The Chief of Police or the authorized designee may authorize the use of a control device by selected department members who may not currently be issued or carrying the control device or those in specialized assignments who have successfully completed the required training.

303.4.2 FIREARMS INSTRUCTOR RESPONSIBILITIES

The Firearms Instructor shall control the inventory and issuance of all control devices and shall ensure that all damaged, inoperative, outdated, or expended control devices or munitions are properly disposed of, repaired, or replaced.

Every control device will be periodically inspected by the Firearms Instructor or the designated instructor for a particular control device. The inspection shall be documented.

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303.4.3 USER RESPONSIBILITIES

All normal maintenance, charging, or cleaning shall remain the responsibility of personnel using the various devices.

Any damaged, inoperative, outdated, or expended control devices or munitions, along with documentation explaining the cause of the damage, shall be returned to the Firearms Instructor for disposition. Documentation shall also be forwarded through the chain of command, when appropriate, explaining the cause of damage.

303.5 BATON GUIDELINES

The need to immediately control a suspect must be weighed against the risk of causing serious injury. The head, neck, throat, spine, heart, kidneys, and groin should not be intentionally targeted except when the officer reasonably believes the suspect poses an imminent threat of serious bodily injury or death to themself or others.

When carrying a baton, uniformed personnel shall carry the baton in its authorized holder on the equipment belt. Plainclothes and non-field personnel may carry the baton as authorized and in accordance with the needs of their assignments or at the direction of their supervisors.

303.6 TEAR GAS GUIDELINES

Tear gas may be used for crowd control, crowd dispersal, or against barricaded suspects, based on the circumstances. Only the Chief of Police, Incident Commander, or Incident Response Team Commander may authorize the delivery and use of tear gas, and only after evaluating all conditions known at the time and determining that such force reasonably appears justified and necessary.

When practicable, fire and emergency medical services personnel should be alerted or summoned to the scene prior to the deployment of tear gas to control any fires and to assist in providing medical aid or gas evacuation, if needed.

303.7 OLEORESIN CAPSICUM (OC) GUIDELINES

As with other control devices, OC spray and pepper projectiles may be considered for use to bring under control an individual or group of individuals who are engaging in, or are about to engage in, violent behavior. Pepper projectiles and OC spray should not, however, be used against individuals or groups who merely fail to disperse or do not reasonably appear to present a risk to the safety of department members or the public.

303.7.1 OC SPRAY

Uniformed members carrying OC spray shall carry the device in its holster on the equipment belt. Plainclothes and non-field members may carry OC spray as authorized, in accordance with the needs of their assignments or at the direction of their supervisors.

303.7.2 PEPPER PROJECTILE SYSTEMS

Pepper projectiles are plastic spheres that are filled with a derivative of OC powder. Because the compressed gas launcher delivers the projectiles with enough force to burst the projectiles on impact and release the OC powder, the potential exists for the projectiles to inflict injury if they

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strike the head, neck, spine, or groin. Therefore, personnel using a pepper projectile system should not intentionally target those areas, except when the officer reasonably believes the suspect poses an imminent threat of serious bodily injury or death to the officer or others.

Officers encountering a situation that warrants the use of a pepper projectile system shall notify a supervisor as soon as practicable. A supervisor shall respond to all pepper projectile system incidents where an individual has been hit or exposed to the chemical agent. The supervisor shall ensure that all notifications and reports are completed as required by the Use of Force Policy.

Each deployment of a pepper projectile system shall be documented. This includes situations where the launcher was directed toward an individual, whether or not the launcher was used. Unintentional discharges shall be promptly reported to a supervisor and documented on the appropriate report form. Only non-incident use of a pepper projectile system, such as training or a product demonstration, is exempt from the reporting requirement.

303.7.3 TREATMENT FOR OC EXPOSURE

Persons who have been sprayed with or otherwise affected by the use of OC should be promptly provided with clean water to cleanse the affected areas. Those who complain of further severe effects shall be examined by appropriate medical personnel.

303.8 POST-APPLICATION NOTICE

Whenever tear gas or OC has been introduced into a residence, building interior, vehicle, or other enclosed area, the owners or available occupants should be provided with notice of the possible presence of residue which could result in irritation or injury if the area is not properly cleaned. Such notice should include advisement that cleanup will be at the owner's expense. Information regarding how and when the notice was delivered and the individuals notified should be included in related reports.

303.9 KINETIC ENERGY PROJECTILE GUIDELINES

This department is committed to reducing the potential for violent confrontations. Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used in an attempt to de-escalate a potentially deadly situation.

303.9.1 DEPLOYMENT AND USE

Only department-approved kinetic energy munitions shall be carried and deployed. Approved munitions may be used to compel an individual to cease their actions when such munitions present a reasonable option.

Officers are not required or compelled to use approved munitions in lieu of other reasonable tactics if the involved officer determines that deployment of these munitions cannot be done safely. The safety of hostages, innocent persons, and officers takes priority over the safety of individuals engaged in criminal or suicidal behavior.

Circumstances appropriate for deployment include but are not limited to situations in which:

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(a) The suspect is armed with a weapon and the tactical circumstances allow for the safe application of approved munitions.

(b) The suspect has made credible threats to harm themself or others.

(c) The suspect is engaged in riotous behavior or is throwing rocks, bottles, or other dangerous projectiles at officers, other department members, and/or other people.

(d) There is probable cause to believe that the suspect has already committed a crime of violence and is refusing to comply with lawful orders.

303.9.2 DEPLOYMENT CONSIDERATIONS

Before discharging projectiles, the officer should consider such factors as:

(a) Distance and angle to target.

(b) Type of munitions employed.

(c) Type and thickness of subject's clothing.

(d) The subject's proximity to others.

(e) The location of the subject.

(f) Whether the subject's actions dictate the need for an immediate response and the use of control devices appears appropriate.

A verbal warning of the intended use of the device should precede its application, unless it would otherwise endanger the safety of officers or when it is not practicable due to the circumstances. The purpose of the warning is to give the individual a reasonable opportunity to voluntarily comply and to warn other officers and individuals that the device is being deployed.

Officers should keep in mind the manufacturer's recommendations and their training regarding effective distances and target areas. However, officers are not restricted solely to use according to manufacturer recommendations. Each situation must be evaluated on the totality of circumstances at the time of deployment.

The need to immediately incapacitate the suspect must be weighed against the risk of causing serious injury or death. The head and neck should not be intentionally targeted, except when the officer reasonably believes the suspect poses an imminent threat of serious bodily injury or death to the officer or others.

303.9.3 SAFETY PROCEDURES

Shotguns specifically designated for use with kinetic energy projectiles will be specially marked in a manner that makes them readily identifiable as such.

Officers will inspect shotguns and projectiles at the beginning of each shift to ensure that the shotguns are in proper working order and the projectiles are of the approved type and appear to be free from defects.

When they are not deployed, shotguns will be unloaded and properly and securely stored in police department vehicles. When deploying a kinetic energy projectile shotgun, officers shall visually

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inspect the kinetic energy projectiles to ensure that conventional ammunition is not being loaded into the shotgun.

Absent compelling circumstances, officers who must transition from conventional ammunition to kinetic energy projectiles will employ the two-person rule for loading. The two-person rule is a safety measure in which a second officer watches the unloading and loading process to ensure that the weapon is completely emptied of conventional ammunition.

303.10 TRAINING FOR CONTROL DEVICES

The Training Manager shall ensure that those members who are authorized to carry a control device have been properly trained and certified to carry the specific control device and are retrained or recertified as necessary.

(a) Proficiency training shall be monitored and documented by a certified control-device weapons or tactics instructor.

(b) All training and proficiency for control devices will be documented in the member's training file.

(c) Members who fail to demonstrate proficiency with the control device or knowledge of the Use of Force Policy will be provided remedial training. If a member cannot demonstrate proficiency with a control device or knowledge of the Use of Force Policy after remedial training, the member will be restricted from carrying the control device and may be subject to discipline.

303.11 REPORTING USE OF CONTROL DEVICES

Any application of a control device shall be documented in the related incident report and reported pursuant to the Use of Force Policy.

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Conducted Energy Device

304.1 PURPOSE AND SCOPE

This policy provides guidelines for the issuance and use of the conducted energy device (CED).

304.2 POLICY

The CED is used in an attempt to control a violent or potentially violent individual. The appropriate use of such a device may result in fewer serious injuries to officers and suspects.

304.3 ISSUANCE AND CARRYING CEDS

Only members who have successfully completed department-approved training may be issued and may carry the CED.

The Firearms Instructor should keep a log of issued CED devices and the serial numbers of cartridges/magazines issued to members.

CEDs are issued for use during a member's current assignment. Those leaving a particular assignment may be required to return the device to the department inventory.

Officers shall only use the CED and cartridges/magazines that have been issued by the Department. Cartridges/magazines should not be used after the manufacturer's expiration date.

Uniformed officers who have been issued the CED shall wear the device in an approved holster.

Officers who carry the CED while in uniform shall carry it in a holster on the side opposite the duty weapon.

(a) All CEDs shall be clearly distinguishable to differentiate them from the duty weapon and any other device.

(b) For single-shot devices, whenever practicable, officers should carry an additional cartridge on their person when carrying the CED.

(c) Officers should not hold a firearm and the CED at the same time.

Non-uniformed officers may secure the CED in a concealed, secure location in the driver's compartment of their vehicles.

304.3.1 USER RESPONSIBILITIES

Officers shall be responsible for ensuring that the issued CED is properly maintained and in good working order. This includes a function test and battery life monitoring, as required by the manufacturer, and should be completed prior to the beginning of the officer's shift.

CEDs that are damaged or inoperative, or cartridges/magazines that are expired or damaged, shall be returned to the Firearms Instructor for disposition. Officers shall submit documentation stating the reason for the return and how the CED or cartridge/magazine was damaged or became inoperative, if known.

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304.4 VERBAL AND VISUAL WARNINGS

A verbal warning of the intended use of the CED should precede its application, unless it would otherwise endanger the safety of officers or when it is not practicable due to the circumstances. The purpose of the warning is to:

(a) Provide the individual with a reasonable opportunity to voluntarily comply.

(b) Provide other officers and individuals with a warning that the CED may be deployed.

If, after a verbal warning, an individual fails to voluntarily comply with an officer's lawful orders and it appears both reasonable and feasible under the circumstances, the officer may, but is not required to, activate any warning on the device, which may include display of the electrical arc, an audible warning, or the laser in a further attempt to gain compliance prior to the application of the CED. The laser should not be intentionally directed into anyone's eyes.

The fact that a verbal or other warning was given or the reasons it was not given shall be documented by the officer deploying the CED in the related report.

304.5 USE OF THE CED

The CED has limitations and restrictions requiring consideration before its use. The CED should only be used when its operator can safely deploy the device within its operational range. Although the CED may be effective in controlling most individuals, officers should be aware that the device may not achieve the intended results and be prepared with other options.

If sufficient personnel are available and can be safely assigned, an officer designated as lethal cover for any officer deploying a CED may be considered for officer safety.

304.5.1 APPLICATION OF THE CED

The CED may be used when the circumstances reasonably perceived by the officer at the time indicate that such application reasonably appears necessary to control a person who:

(a) Is violent or is physically resisting.

(b) Has demonstrated, by words or action, an intention to be violent or to physically resist, and reasonably appears to present the potential to harm officers, themself, or others.

Mere flight from a pursuing officer, without additional circumstances or factors, is not good cause for the use of the CED to apprehend an individual.

The CED shall not be used to psychologically torment, to elicit statements, or to punish any individual.

304.5.2 SPECIAL DEPLOYMENT CONSIDERATIONS

The use of the CED on certain individuals should generally be avoided unless the totality of the circumstances indicates that other available options reasonably appear ineffective or would present a greater danger to the officer, the subject, or others, and the officer reasonably believes that the need to control the individual outweighs the potential risk of using the device. This includes:

(a) Individuals who are known to be pregnant.

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(b) Elderly individuals or obvious juveniles.

(c) Individuals with obviously low body mass.

(d) Individuals who are handcuffed or otherwise restrained.

(e) Individuals known to have been recently sprayed with a flammable chemical agent or who are otherwise known to be in close proximity to any known combustible vapor or flammable material, including alcohol-based oleoresin capsicum (OC) spray.

(f) Individuals whose position or activity is likely to result in collateral injury (e.g., falls from height, located in water, operating vehicles).

Any CED capable of being applied in the drive-stun mode (i.e., direct contact without probes as a primary form of pain compliance) should be limited to supplementing the probe-mode to complete the circuit, or as a distraction technique to gain separation between officers and the subject, thereby giving officers time and distance to consider other force options or actions.

304.5.3 TARGETING CONSIDERATIONS

Recognizing that the dynamics of a situation and movement of the subject may affect target placement of probes, when practicable, officers should attempt to target the back, lower center mass, and upper legs of the subject, and avoid intentionally targeting the head, neck, area of the heart, or genitals. If circumstances result in one or more probes inadvertently striking an area outside of the preferred target zones, the individual should be closely monitored until examined by paramedics or other medical personnel.

304.5.4 MULTIPLE APPLICATIONS OF THE CED

Once an officer has successfully deployed two probes on the subject, the officer should continually assess the subject to determine if additional probe deployments or cycles reasonably appear necessary. Additional factors officers may consider include but are not limited to:

(a) Whether it is reasonable to believe that the need to control the individual outweighs the potentially increased risk posed by multiple applications.

(b) Whether the probes are making proper contact.

(c) Whether the individual has the ability and has been given a reasonable opportunity to comply.

(d) Whether verbal commands or other options or tactics may be more effective.

Given that on certain devices (e.g., TASER 10™) each trigger pull deploys a single probe, the officer must pull the trigger twice to deploy two probes to create the possibility of neuro-muscular incapacitation.

304.5.5 ACTIONS FOLLOWING DEPLOYMENTS

Officers should take appropriate actions to control and restrain the individual as soon as reasonably practicable to minimize the need for longer or multiple exposures to the CED. As soon as practicable, officers shall notify a supervisor any time the CED has been discharged. If needed for evidentiary purposes, the expended cartridge, along with any probes and wire, should

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be submitted into evidence (including confetti tags, when equipped on the device). The evidence packaging should be marked "Biohazard" if the probes penetrated the subject's skin.

304.5.6 DANGEROUS ANIMALS

The CED may be deployed against an animal if the animal reasonably appears to pose an imminent threat to human safety.

304.5.7 OFF-DUTY CONSIDERATIONS

Officers are not authorized to carry department CEDs while off-duty.

Officers shall ensure that CEDs are secured while in their homes, vehicles, or any other area under their control, in a manner that will keep the device inaccessible to others.

304.6 DOCUMENTATION

Officers shall document all CED discharges in the related arrest/crime reports and the CED report forms. Photographs should be taken of any obvious probe impact or drive-stun application sites and attached to the CED report form. Notification shall also be made to a supervisor in compliance with the Use of Force Policy. Unintentional discharges, pointing the device at a person, audible warning, laser activation, and arcing the device, other than for testing purposes, will also be documented on the report form. Data downloads from the CED after use on a subject should be done as soon as practicable using a department-approved process to preserve the data.

304.6.1 CED REPORT FORM

As applicable based on the device type, items that shall be included in the CED report form are:

(a) The brand, model, and serial number of the CED and any cartridge/magazine.

(b) Date, time, and location of the incident.

(c) Whether any warning, display, laser, or arc deterred a subject and gained compliance.

(d) The number of probes deployed, CED activations, the duration of each cycle, the duration between activations, and (as best as can be determined) the duration that the subject received applications.

(e) The range at which the CED was used.

(f) The type of mode used (e.g., probe deployment, drive-stun).

(g) Location of any probe impact.

(h) Location of contact in drive-stun mode.

(i) Description of where missed probes went.

(j) Whether medical care was provided to the subject.

(k) Whether the subject sustained any injuries.

(l) Whether any officers sustained any injuries.

The Training Manager should periodically analyze the report forms to identify trends, including deterrence and effectiveness. The Training Manager should also conduct audits of CED

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device data downloaded to an approved location and reconcile CED report forms with recorded activations. CED information and statistics, with identifying information removed, should periodically be made available to the public.

304.6.2 REPORTS
The officer should include the following in the arrest/crime report:

(a) Identification of all personnel firing CEDs

(b) Identification of all witnesses

(c) Medical care provided to the subject

(d) Observations of the subject's physical and physiological actions

(e) Any known or suspected drug use, intoxication, or other medical problems

304.7 MEDICAL TREATMENT

Consistent with local medical personnel protocols and absent extenuating circumstances, only appropriate medical personnel or officers trained in probe removal and handling should remove CED probes from a person's body. Used CED probes shall be treated as a sharps biohazard, similar to a used hypodermic needle, and handled appropriately. Universal precautions should be taken.

All persons who have been struck by CED probes, who have been subjected to the electric discharge of the device, or who sustained direct exposure of the laser to the eyes shall be medically assessed prior to booking. Additionally, any such individual who falls under any of the following categories should, as soon as practicable, be examined by paramedics or other qualified medical personnel:

(a) The person is suspected of being under the influence of controlled substances and/or alcohol.

(b) The person may be pregnant.

(c) The person reasonably appears to be in need of medical attention.

(d) The CED probes are lodged in a sensitive area (e.g., groin, female breast, head, face, neck).

(e) The person requests medical treatment.

Any individual exhibiting signs of distress or who is exposed to multiple or prolonged applications shall be transported to a medical facility for examination or medically evaluated prior to booking. If any individual refuses medical attention, such a refusal should be witnessed by another officer and/or medical personnel and shall be fully documented in related reports. If an audio/video recording is made of the contact or an interview with the individual, any refusal should be included, if possible.

The transporting officer shall inform any person providing medical care or receiving custody that the individual has been subjected to the application of the CED (see the Medical Aid and Response Policy).

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304.8 SUPERVISOR RESPONSIBILITIES

When possible, supervisors should respond to calls when they reasonably believe there is a likelihood the CED may be used. A supervisor should respond to all incidents where the CED was activated.

A supervisor should review each incident where a person has been exposed to a CED. The device's internal logs should be downloaded by a supervisor or Firearms Instructor and saved with the related arrest/crime report. The supervisor should arrange for photographs of probe sites to be taken and witnesses to be interviewed.

304.9 TRAINING

Personnel who are authorized to carry the CED shall be permitted to do so only after successfully completing the initial department-approved training. Any personnel who have not carried the CED as a part of their assignments for a period of six months or more shall be recertified by a qualified CED instructor prior to again carrying or using the device.

Proficiency training for personnel who have been issued CEDs should occur every year. A reassessment of an officer's knowledge and/or practical skills may be required at any time, if deemed appropriate, by the Training Manager. All training and proficiency for CEDs will be documented in the officer's training files.

The Chief of Police, supervisors, and investigators should receive CED training as appropriate for the investigations they conduct and review.

Officers who do not carry CEDs should receive training that is sufficient to familiarize them with the device and with working with officers who use the device.

The Training Manager is responsible for ensuring that all members who carry CEDs have received initial and annual proficiency training. Periodic audits should be used for verification.

Application of CEDs during training could result in injuries and should not be mandatory for certification.

The Training Manager should include the following training:

(a) A review of this policy.

(b) A review of the Use of Force Policy.

(c) Performing weak-hand draws or cross-draws until proficient to reduce the possibility of unintentionally drawing and firing a firearm.

(d) Target area considerations, to include techniques or options to reduce the unintentional application of probes to the head, neck, area of the heart, and groin.

(e) Scenario-based training, including virtual reality training when available.

(f) Handcuffing a subject during the application of the CED and transitioning to other force options.

(g) De-escalation techniques.

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(h) Restraint techniques that do not impair respiration following the application of the CED.

(i) Proper use of cover and concealment during deployment of the CED for purposes of officer safety.

(j) Proper tactics and techniques related to multiple applications of CEDs.

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Officer-Involved Shootings and Deaths

305.1 PURPOSE AND SCOPE

The purpose of this policy is to establish policy and procedures for the investigation of an incident in which a person is injured or dies as the result of an officer-involved shooting or dies as a result of another action of an officer.

In other incidents not covered by this policy, the Chief of Police may decide that the investigation will follow the process provided in this policy.

305.2 POLICY

The policy of the Truth or Consequences Police Department is to ensure that officer-involved shootings and deaths are investigated in a thorough, fair, and impartial manner.

305.3 TYPES OF INVESTIGATIONS

Officer-involved shootings and deaths involve several separate investigations. The investigations may include:

- A criminal investigation of the suspect's actions.
- A criminal investigation of the involved officer's actions.
- An administrative investigation as to policy compliance by involved officers.
- A civil investigation to determine potential liability.

305.4 CONTROL OF INVESTIGATIONS

Investigators from surrounding agencies may be assigned to work on the criminal investigation of officer-involved shootings and deaths. This may include at least one investigator from the agency that employs the involved officer.

Jurisdiction is determined by the location of the shooting or death and the agency employing the involved officer. The following scenarios outline the jurisdictional responsibilities for investigating officer-involved shootings and deaths.

305.4.1 CRIMINAL INVESTIGATION OF SUSPECT ACTIONS

The investigation of any possible criminal conduct by the suspect is controlled by the agency in whose jurisdiction the suspect's crime occurred. For example, the Truth or Consequences Police Department would control the investigation if the suspect's crime occurred in Truth or Consequences.

If multiple crimes have been committed in multiple jurisdictions, identification of the agency that will control the investigation may be reached in the same way as with any other crime. The investigation may be conducted by the agency in control of the criminal investigation of the involved officer, at the discretion of the Chief of Police and with concurrence from the other agency.

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305.4.2 CRIMINAL INVESTIGATIONS OF OFFICER ACTIONS

The control of the criminal investigation into the involved officer's conduct during the incident will be determined by the employing agency's protocol. When an officer from this department is involved, the criminal investigation will be handled according to the Criminal Investigation section of this policy.

Requests made of this department to investigate a shooting or death involving an outside agency's officer shall be referred to the Chief of Police or the authorized designee for approval.

305.4.3 ADMINISTRATIVE AND CIVIL INVESTIGATION

Regardless of where the incident occurs, the administrative and civil investigation of each involved officer is controlled by the respective employing agency.

305.5 INVESTIGATION PROCESS

The following procedures are guidelines used in the investigation of an officer-involved shooting or death.

305.5.1 UNINVOLVED OFFICER RESPONSIBILITIES

Upon arrival at the scene of an officer-involved shooting or death, the first uninvolved TCPD officer will be the officer-in-charge and will assume the responsibilities of a supervisor until properly relieved. This officer should, as appropriate:

(a) Secure the scene and identify and eliminate hazards for all those involved.

(b) Take reasonable steps to obtain emergency medical attention for injured individuals.

(c) Request additional resources from the Department or other agencies.

(d) Coordinate a perimeter or pursuit of suspects.

(e) Check for injured persons and evacuate as needed.

(f) Brief the supervisor upon arrival.

305.5.2 SUPERVISOR RESPONSIBILITIES

Upon arrival at the scene, the first uninvolved TCPD supervisor should ensure completion of the duties as outlined above, plus:

(a) Attempt to obtain a brief overview of the situation from any uninvolved officers.

1. In the event that there are no uninvolved officers who can supply adequate overview, the supervisor should attempt to obtain a brief voluntary overview from one involved officer.

(b) If necessary, the supervisor may administratively order any TCPD officer to immediately provide public safety information necessary to secure the scene, identify injured parties, and pursue suspects.

1. Public safety information shall be limited to such things as outstanding suspect information, number and direction of any shots fired, perimeter of the incident

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scene, identity of known or potential witnesses, and any other pertinent information.

2. The initial on-scene supervisor should not attempt to order any involved officer to provide any information other than public safety information.

(c) Provide all available information to the Chief of Police and SCRDA. If feasible, sensitive information should be communicated over secure networks.

(d) Take command of and secure the incident scene with additional TCPD members until properly relieved by another supervisor or other assigned personnel or investigator.

(e) As soon as practicable, ensure that involved officers are transported (separately, if feasible) to a suitable location for further direction.

1. Each involved TCPD officer should be given an administrative order not to discuss the incident with other involved officers or TCPD members pending further direction from a supervisor.

2. When an involved officer's weapon is taken or left at the scene for other than officer-safety reasons (e.g., evidence), ensure that they are provided with a comparable replacement weapon or transported by other officers.

305.5.3 CHIEF OF POLICE RESPONSIBILITIES

Upon learning of an officer-involved shooting or death, the Chief of Police or the authorized designee shall be responsible for coordinating all aspects of the incident.

All outside inquiries about the incident shall be directed to the Chief of Police.

305.5.4 NOTIFICATIONS

The following persons shall be notified as soon as practicable:

- Chief of Police
- Officer-Involved Shooting rollout team
- Outside agency investigators (if appropriate)
- Shift supervisor
- Civil liability response team
- Psychological/peer support personnel
- Chaplain
- Office of Medical Investigator (OMI) (if necessary)
- Involved officer's agency representative (if requested)
- Public Information Officer

305.5.5 INVOLVED OFFICERS

The following shall be considered for the involved officer:

(a) Any request for legal or union representation will be accommodated.

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1. Involved TCPD officers shall not be permitted to meet collectively or in a group with an attorney or any representative prior to providing a formal interview or report.
2. Requests from involved non-TCPD officers should be referred to their employing agency.

(b) Discussions with licensed attorneys will be considered privileged as attorney-client communications.

(c) Discussions with agency representatives will be privileged only as to the discussion of non-criminal information.

(d) A licensed psychotherapist shall be provided by the Department to each involved TCPD officer. A licensed psychotherapist may also be provided to any other affected TCPD members, upon request.

1. Interviews with a licensed psychotherapist will be considered privileged (NMSA § 61-9A-27).
2. An interview or session with a licensed psychotherapist may take place prior to the member providing a formal interview or report. However, the involved members shall not be permitted to consult or meet collectively or in a group with a licensed psychotherapist prior to providing a formal interview or report.
3. A separate fitness-for-duty exam may also be required (see the Fitness for Duty Policy).

(e) Communications between the involved officer and a peer support member is addressed in the Wellness Program Policy.

Care should be taken to preserve the integrity of any physical evidence present on the involved officer's equipment or clothing, such as blood or fingerprints, until investigators or lab personnel can properly retrieve it.

Each involved TCPD officer shall be given reasonable paid administrative leave following an officer-involved shooting or death. It shall be the responsibility of the Chief of Police or the authorized designee to make schedule adjustments to accommodate such leave.

305.6 CRIMINAL INVESTIGATION

The District Attorney's Office is responsible for the criminal investigation into the circumstances of any officer-involved shooting involving injury or death.

If available, investigative personnel from this department may be assigned to partner with investigators from outside agencies or the District Attorney's Office to avoid duplicating efforts in related criminal investigations.

Once public safety issues have been addressed, criminal investigators should be given the opportunity to obtain a voluntary statement from involved officers and to complete their interviews. The following shall be considered for the involved officer:

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(a) The Chief of Police, supervisors, and any Internal Affairs designee should not participate directly in any voluntary interview of TCPD officers. This will not prohibit such personnel from monitoring interviews or providing the criminal investigators with topics for inquiry.

(b) If requested, any involved officer will be afforded the opportunity to consult individually with a representative of their choosing or an attorney prior to speaking with criminal investigators. However, in order to maintain the integrity of each involved officer's statement, they shall not consult or meet with a representative or an attorney collectively or in groups prior to being interviewed.

(c) If any involved officer is physically, emotionally, or otherwise not in a position to provide a voluntary statement when interviewed by criminal investigators, consideration should be given to allowing a reasonable period for the officer to schedule an alternate time for the interview.

(d) Any voluntary statement provided by an involved officer will be made available for inclusion in any related investigation including administrative investigations. However, no administratively coerced statement will be provided to any criminal investigators unless the officer consents.

305.6.1 REPORTS BY INVOLVED TCPD OFFICERS

In the event that suspects remain outstanding or subject to prosecution for related offenses, this department shall retain the authority to require involved TCPD officers to provide sufficient information for related criminal reports to facilitate the apprehension and prosecution of those individuals.

While the involved TCPD officer may write the report, it is generally recommended that such reports be completed by assigned investigators, who should interview all involved officers as victims/witnesses. Since the purpose of these reports will be to facilitate criminal prosecution, statements of involved officers should focus on evidence to establish the elements of criminal activities by suspects. Care should be taken not to duplicate information provided by involved officers in other reports.

Nothing in this section shall be construed to deprive an involved TCPD officer of the right to consult with legal counsel prior to completing any such criminal report.

Reports related to the prosecution of criminal suspects will be processed according to normal procedures but should also be included for reference in the investigation of the officer-involved shooting or death.

305.6.2 WITNESS IDENTIFICATION AND INTERVIEWS

Because potential witnesses to an officer-involved shooting or death may become unavailable or the integrity of their statements compromised with the passage of time, a supervisor should take reasonable steps to promptly coordinate with criminal investigators to utilize available law enforcement personnel for the following:

(a) Identification of all persons present at the scene and in the immediate area.

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1. When feasible, a recorded statement should be obtained from those persons who claim not to have witnessed the incident but who were present at the time it occurred.
2. Any potential witness who is unwilling or unable to remain available for a formal interview should not be detained absent reasonable suspicion to detain or probable cause to arrest. Without detaining the individual for the sole purpose of identification, attempts to identify the witness prior to their departure should be made whenever feasible.

(b) Witnesses who are willing to provide a formal interview should be asked to meet at a suitable location where criminal investigators may obtain a recorded statement. Such witnesses, if willing, may be transported by a member of the Department.

1. A written, verbal, or recorded statement of consent should be obtained prior to transporting a witness. When the witness is a minor, consent should be obtained from the parent or guardian, if available, prior to transportation.

(c) Promptly contacting the suspect's known family and associates to obtain any available and untainted background information about the suspect's activities and state of mind prior to the incident.

305.6.3 INVESTIGATIVE PERSONNEL

Once notified of an officer-involved shooting or death, it shall be the responsibility of the Chief of Police or the authorized designee to assign appropriate investigative personnel to handle the investigation of related crimes. Department personnel will be assigned to work with investigators from the District Attorney's Office and may be assigned to separately handle the investigation of any related crimes not being investigated by the District Attorney's Office.

All related department reports, except administrative and/or privileged reports, will be forwarded to the Chief of Police or the authorized designee for approval. Privileged reports shall be maintained exclusively by members who are authorized such access.

305.7 ADMINISTRATIVE INVESTIGATION

In addition to all other investigations associated with an officer-involved shooting or death, this department will conduct an internal administrative investigation of involved TCPD officers to determine conformance with department policy. This investigation will be conducted under the supervision of the Chief of Police and will be considered a confidential officer personnel file.

Interviews of members shall be subject to department policies and applicable laws.

(a) Any officer involved in a shooting or death may be requested or administratively compelled to provide a blood sample for alcohol/drug screening. Absent consent from the officer, such compelled samples and the results of any such testing shall not be disclosed to any criminal investigative agency.

(b) If any officer has voluntarily elected to provide a statement to criminal investigators, the assigned administrative investigator should review that statement before proceeding with any further interview of that involved officer.

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1. If a further interview of the officer is deemed necessary to determine policy compliance, care should be taken to limit the inquiry to new areas with minimal, if any, duplication of questions addressed in the voluntary statement. The involved officer shall be provided with a copy of their prior statement before proceeding with any subsequent interviews.

(c) In the event that an involved officer has elected not to provide criminal investigators with a voluntary statement, the assigned administrative investigator shall conduct an administrative interview to determine all relevant information.

1. Although this interview should not be unreasonably delayed, care should be taken to ensure that the officer's physical and psychological needs have been addressed before commencing the interview.
2. If requested, the officer shall have the opportunity to select an uninvolved representative to be present during the interview. However, in order to maintain the integrity of each individual officer's statement, involved officers shall not consult or meet with a representative collectively or in groups prior to being interviewed.
3. Administrative interviews should be recorded by the investigator. The officer may also record the interview.
4. The officer shall be informed of the nature of the investigation. If an officer refuses to answer questions, they should be given their *Garrity* rights and ordered to provide full and truthful answers to all questions. The officer shall be informed that the interview will be for administrative purposes only and that the statement cannot be used criminally.
5. The Chief of Police or the authorized designee shall compile all relevant information and reports necessary for the Department to determine compliance with applicable policies.
6. Regardless of whether the use of force is an issue in the case, the completed administrative investigation shall be submitted to the Use of Force Review Board, which will restrict its findings to whether there was compliance with the Use of Force Policy.
7. Any other indications of potential policy violations shall be determined in accordance with standard disciplinary procedures.

305.8 CIVIL LIABILITY RESPONSE

A member of this department may be assigned to work exclusively under the direction of the legal counsel for the Department to assist in the preparation of materials deemed necessary in anticipation of potential civil litigation.

All materials generated in this capacity shall be considered attorney work product and may not be used for any other purpose. The civil liability response is not intended to interfere with any other investigation but shall be given reasonable access to all other investigations.

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305.9 AUDIO AND VIDEO RECORDINGS

Any officer involved in a shooting or death may be permitted to review available Mobile Audio/ Video (MAV), body-worn video, or other video or audio recordings prior to providing a recorded statement or completing reports.

Upon request, non-law enforcement witnesses who are able to verify their presence and their ability to contemporaneously perceive events at the scene of an incident may also be permitted to review available MAV, body-worn video, or other video or audio recordings with the approval of assigned investigators or a supervisor.

Any MAV, body-worn video, and other known video or audio recordings of an incident should not be publicly released during an ongoing investigation without consulting the prosecuting attorney or City Attorney's Office, as appropriate.

305.10 DEBRIEFING

Following an officer-involved shooting or death, the Truth or Consequences Police Department should conduct both a Critical Incident Stress Debriefing and a tactical debriefing. See the Wellness Program Policy for guidance on Critical Incident Stress Debriefings.

305.10.1 TACTICAL DEBRIEFING

A tactical debriefing should take place to identify any training or areas of policy that need improvement. The Chief of Police should identify the appropriate participants. This debriefing should not be conducted until all involved members have provided recorded or formal statements to the criminal and/or administrative investigators.

305.11 MEDIA RELATIONS

Any media release shall be prepared with input and concurrence from the Chief of Police or the authorized designee and the department representative responsible for each phase of the investigation. Releases will be available to the Chief of Police and Public Information Officer in the event of inquiries from the media.

No involved TCPD officer shall make any comment to the media unless they are authorized by the Chief of Police or the authorized designee.

Department members receiving inquiries regarding officer-involved shootings or deaths occurring in other jurisdictions shall refrain from public comment and will direct those inquiries to the agency having jurisdiction and primary responsibility for the investigation.

305.12 REPORTING

If the death of an individual occurs in the Truth or Consequences Police Department jurisdiction and qualifies to be reported to the state medical investigator's office as an in-custody death, the Chief of Police or the authorized designee will ensure that the Records Clerk is provided with enough information to meet the reporting requirements (7.3.2.10 NMAC).

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Firearms

306.1 PURPOSE AND SCOPE

This policy provides guidelines for issuing firearms, the safe and legal carrying of firearms, firearms maintenance, and firearms training.

This policy does not apply to issues related to the use of firearms that are addressed in the Use of Force or Officer-Involved Shootings and Deaths policies.

This policy only applies to those members who are authorized to carry firearms.

306.2 POLICY

The Truth or Consequences Police Department will equip its members with firearms to address the risks posed to the public and department members by violent and sometimes well-armed persons. The Department will ensure firearms are appropriate and in good working order and that relevant training is provided as resources allow.

306.3 AUTHORIZED FIREARMS, AMMUNITION, AND OTHER WEAPONS

Members shall only use firearms that are issued or approved by the Department and have been thoroughly inspected by the Firearms Instructor. Except in an emergency or as directed by a supervisor, no firearm shall be carried by a member who has not qualified with that firearm at an authorized department range.

All other weapons not provided by the Department, including but not limited to edged weapons, chemical or electronic weapons, impact weapons, or any weapon prohibited or restricted by law or that is not covered elsewhere by department policy may not be carried by members in the performance of their official duties without the express written authorization of the Chief of Police. This exclusion does not apply to the carrying of a single folding pocketknife that is not otherwise prohibited by law.

306.3.1 HANDGUNS

The authorized department-issued handgun is the FN Model 509 LE .9mm. The following additional handguns are approved for on-duty use:

MAKE	MODEL	CALIBER
Fabrique Nationale (FN)	509 MRD LE	9mm or

306.3.2 SHOTGUNS

The authorized department-issued shotgun is the Remington 870P 12 gauge (less than lethal). The following additional shotguns are approved for on-duty use:

MAKE	MODEL	CALIBER
Remington	870	12 Gauge

When not deployed, the shotgun shall be properly secured consistent with department training in a locking weapons rack in the patrol vehicle.

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306.3.3 PATROL RIFLES

The authorized department-issued patrol rifle is the Springfield Saint Victor AR-15 .556. The following additional patrol rifles are approved for on-duty use:

MAKE	MODEL	CALIBER
Springfield	Saint Victor (SBR) - AR-15	5.56x45 mm NATO or.223 Remington

Members may deploy the patrol rifle in any circumstance where the member can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the patrol rifle may include but are not limited to:

(a) Situations where the member reasonably anticipates an armed encounter.

(b) When a member is faced with a situation that may require accurate and effective fire at long range.

(c) Situations where a member reasonably expects the need to meet or exceed a suspect's firepower.

(d) When a member reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage.

(e) When a member reasonably believes that a suspect may be wearing body armor.

(f) When authorized or requested by a supervisor.

(g) When needed to euthanize an animal.

When not deployed, the patrol rifle shall be properly secured consistent with department training in a locking weapons rack in the patrol vehicle.

306.3.4 PERSONALLY OWNED DUTY FIREARMS

Members desiring to carry an authorized but personally owned duty firearm must receive written approval from the Chief of Police or the authorized designee. Once approved, personally owned duty firearms are subject to the following restrictions:

(a) The firearm shall be in good working order and on the department list of approved firearms.

(b) The firearm shall be inspected by the Firearms Instructor prior to being carried and thereafter shall be subject to inspection whenever it is deemed necessary.

(c) Prior to carrying the firearm, members shall qualify under range supervision and thereafter shall qualify in accordance with the department qualification schedule. Members must demonstrate proficiency and safe handling, and that the firearm functions properly.

(d) Members shall provide written notice of the make, model, color, serial number, and caliber of the firearm to the Firearms Instructor, who will maintain a list of the information.

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306.3.5 AUTHORIZED SECONDARY HANDGUN

Members desiring to carry department or personally owned secondary handguns are subject to the following restrictions:

(a) The handgun shall be in good working order and on the department list of approved firearms.

(b) Only one secondary handgun may be carried at a time.

(c) The purchase of the handgun and ammunition shall be the responsibility of the member unless the handgun and ammunition are provided by the Department.

(d) The handgun shall be carried concealed at all times and in such a manner as to prevent unintentional cocking, discharge, or loss of physical control.

(e) The handgun shall be inspected by the Firearms Instructor prior to being carried and thereafter shall be subject to inspection whenever it is deemed necessary.

(f) Ammunition shall be the same as department issue. If the caliber of the handgun is other than department issue, the Chief of Police or the authorized designee shall approve the ammunition.

(g) Prior to carrying the secondary handgun, members shall qualify under range supervision and thereafter shall qualify in accordance with the department qualification schedule. Members must demonstrate proficiency and safe handling, and that the handgun functions properly.

(h) Members shall provide written notice of the make, model, color, serial number, and caliber of a secondary handgun to the Firearms Instructor, who will maintain a list of the information.

306.3.6 AUTHORIZED OFF-DUTY FIREARMS

The carrying of firearms by members while off-duty is permitted by the Chief of Police but may be rescinded should circumstances dictate (e.g., administrative leave). Members who choose to carry a firearm while off-duty, based on their authority as peace officers, will be required to meet the following guidelines:

(a) A personally owned firearm shall be used, carried, and inspected in accordance with the Personally Owned Duty Firearms requirements in this policy.

1. The purchase of the personally owned firearm and ammunition shall be the responsibility of the member.

(b) The firearm shall be carried concealed at all times and in such a manner as to prevent unintentional cocking, discharge, or loss of physical control.

(c) It will be the responsibility of the member to submit the firearm to the Firearms Instructor for inspection prior to being personally carried. Thereafter the firearm shall be subject to periodic inspection by the Firearms Instructor.

(d) Prior to carrying any off-duty firearm, the member shall demonstrate to the Firearms Instructor that they are proficient in handling and firing the firearm and that it will be carried in a safe manner.

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(e) The member will successfully qualify with the firearm prior to it being carried.

(f) Members shall provide written notice of the make, model, color, serial number, and caliber of the firearm to the Firearms Instructor, who will maintain a list of the information.

(g) If a member desires to use more than one firearm while off-duty, they may do so, as long as all requirements set forth in this policy for each firearm are met.

(h) Members shall only carry department-authorized ammunition.

(i) When armed, officers shall carry their badges and Truth or Consequences Police Department identification cards under circumstances requiring possession of such identification.

306.3.7 AMMUNITION

Members shall carry only department-authorized ammunition. Members shall be issued fresh duty ammunition in the specified quantity for all department-issued firearms during the member's firearms qualification. Replacements for unserviceable or depleted ammunition issued by the Department shall be dispensed by the Firearms Instructor when needed, in accordance with established policy.

Members carrying personally owned authorized firearms of a caliber differing from department-issued firearms shall be responsible for obtaining fresh duty ammunition in accordance with the above, at their own expense.

306.4 EQUIPMENT

Firearms carried on- or off-duty shall be maintained in a clean, serviceable condition. Maintenance and repair of authorized personally owned firearms are the responsibility of the individual member.

306.4.1 REPAIRS OR MODIFICATIONS

Each member shall be responsible for promptly reporting any damage or malfunction of an assigned firearm to a supervisor or the Firearms Instructor.

Firearms that are the property of the Department or personally owned firearms that are approved for department use may be repaired or modified only by a person who is department-approved and certified as an armorer or gunsmith in the repair of the specific firearm. Such modification or repair must be authorized in advance by the Firearms Instructor.

Any repairs or modifications to the member's personally owned firearm shall be done at their expense and must be approved by the Firearms Instructor.

306.4.2 HOLSTERS

Only department-approved holsters shall be used and worn by members. Members shall periodically inspect their holsters to make sure they are serviceable and provide the proper security and retention of the handgun.

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306.4.3 TACTICAL LIGHTS

Tactical lights may only be installed on a firearm carried on- or off-duty after they have been examined and approved by the Firearms Instructor. Once the approved tactical lights have been properly installed on any firearm, the member shall qualify with the firearm to ensure proper functionality and sighting of the firearm prior to carrying it.

306.4.4 OPTICS OR LASER SIGHTS

Optics or laser sights may only be installed on a firearm carried on- or off-duty after they have been examined and approved by the Firearms Instructor. Any approved sight shall only be installed in strict accordance with manufacturer specifications. Once approved sights have been properly installed on any firearm, the member shall qualify with the firearm to ensure proper functionality and sighting of the firearm prior to carrying it.

Except in an approved training situation, a member may only sight in on a target when the member would otherwise be justified in pointing a firearm at the target.

306.5 SAFE HANDLING, INSPECTION, AND STORAGE

Members shall maintain the highest level of safety when handling firearms and shall consider the following:

(a) Members shall not unnecessarily display or handle any firearm.

(b) Members shall be governed by all rules and regulations pertaining to the use of the range and shall obey all orders issued by the Firearms Instructor. Members shall not dry fire or practice quick draws except as instructed by the Firearms Instructor or other firearms training staff.

(c) Members shall not clean, repair, load, or unload a firearm anywhere in the Department, except where clearing barrels are present.

(d) Shotguns or rifles removed from vehicles or the equipment storage room shall be loaded and unloaded in the parking lot and outside of the vehicle, using clearing barrels.

(e) Members shall not place or store any firearm or other weapon on department premises except where the place of storage is locked. No one shall carry firearms into the jail section or any part thereof when securing or processing an arrestee, but shall place all firearms in a secured location. Members providing access to the jail section to persons from outside agencies are responsible for ensuring firearms are not brought into the jail section.

(f) Members shall not use any automatic firearm, heavy caliber rifle, gas or other type of chemical weapon, or firearm from the armory, except with approval of a supervisor.

(g) Any firearm authorized by the Department to be carried on- or off-duty that is determined by a member to be malfunctioning or in need of service or repair shall not be carried. It shall be promptly presented to the Department or a Firearms Instructor approved by the Department for inspection and repair. Any firearm deemed in need of repair or service by the Firearms Instructor will be immediately removed from service.

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If the firearm is the member's primary duty firearm, a replacement firearm will be issued to the member until the duty firearm is serviceable.

306.5.1 INSPECTION AND STORAGE

Handguns shall be inspected regularly and upon access or possession by another person. Shotguns and rifles shall be inspected at the beginning of the shift by the member to whom the weapon is issued. The member shall ensure that the firearm is carried in the proper condition and loaded with approved ammunition. Inspection of the shotgun and rifle shall be done while standing outside of the patrol vehicle. All firearms shall be pointed in a safe direction or into clearing barrels.

Personally owned firearms may be safely stored in lockers at the end of the shift. Department-owned firearms shall be stored in the appropriate equipment storage room. Handguns may remain loaded if they are secured in an appropriate holster. Shotguns and rifles shall be unloaded in a safe manner outside the building and then stored in the appropriate equipment storage room.

306.5.2 STORAGE AT HOME

Members shall ensure that all firearms and ammunition are locked and secured while in their homes, vehicles, or any other area under their control, and in a manner that will keep them inaccessible to children and others who should not have access. Members shall not permit department-issued firearms to be handled by anyone not authorized by the Department to do so. Members should be aware that negligent storage of a firearm could result in civil and criminal liability (NMSA § 30-7-4.1).

306.5.3 ALCOHOL AND DRUGS

Firearms shall not be carried by any member, either on- or off-duty, who has consumed an amount of an alcoholic beverage, taken any drugs or medication, or taken any combination thereof that would tend to adversely affect the member's senses or judgment.

306.6 FIREARMS TRAINING AND QUALIFICATIONS

All members who carry a firearm while on-duty are required to successfully complete training quarterly with their duty firearms. In addition to quarterly training, all members will qualify at least annually with their duty firearms (10.29.9.14 NMAC). Members will qualify with off-duty and secondary firearms at least twice a year. Training and qualifications must be on an approved range course.

All firearms training should be conducted by approved instructors or New Mexico state certified firearms instructors, and qualification scores should be reported to the NMLEA (10.29.9.14 NMAC). Qualifications require satisfactory scores on daytime, nighttime, and other applicable courses as required by 10.29.9.14 NMAC.

At least annually, all members carrying a firearm should receive practical training designed to simulate field situations including low-light shooting.

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306.6.1 NON-CERTIFICATION OR NON-QUALIFICATION

If any member fails to meet minimum standards for firearms training or qualification for any reason, including injury, illness, duty status, or scheduling conflict, that member shall submit a memorandum to their immediate supervisor prior to the end of the required training or qualification period.

Those who fail to meet minimum standards or qualify on their first shooting attempt shall be provided remedial training and will be subject to the following requirements:

(a) Additional range assignments may be scheduled to assist the member in demonstrating consistent firearm proficiency.

(b) Members shall be given credit for a range training or qualification when obtaining a qualifying score or meeting standards after remedial training.

(c) No range credit will be given for:

1. Unauthorized range make-up.
2. Failure to meet minimum standards or qualify after remedial training.

Members who repeatedly fail to meet minimum standards will be removed from field assignment and may be subject to disciplinary action.

306.7 FIREARM DISCHARGE

Except during training or recreational use, any member who discharges a firearm intentionally or unintentionally, on- or off-duty, shall make a verbal report to their supervisor as soon as circumstances permit. If the discharge results in injury or death to another person, additional statements and reports shall be made in accordance with the Officer-Involved Shootings and Deaths Policy. If a firearm was discharged as a use of force, the involved member shall adhere to the additional reporting requirements set forth in the Use of Force Policy.

In all other cases, written reports shall be made as follows:

(a) If on-duty at the time of the incident, the member shall file a written report with their supervisor or provide a recorded statement to investigators prior to the end of shift, unless otherwise directed.

(b) If off-duty at the time of the incident, the member shall file a written report or provide a recorded statement no later than the end of the next regularly scheduled shift, unless otherwise directed by a supervisor.

306.7.1 DESTRUCTION OF ANIMALS

Members are authorized to use firearms to stop an animal in circumstances where the animal reasonably appears to pose an imminent threat to human safety and alternative methods are not reasonably available or would likely be ineffective.

In circumstances where there is sufficient advance notice that a potentially dangerous animal may be encountered, department members should develop reasonable contingency plans for dealing with the animal (e.g., fire extinguisher, conducted energy device, oleoresin capsicum (OC)

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spray, animal control officer). Nothing in this policy shall prohibit any member from shooting a dangerous animal if circumstances reasonably dictate that a contingency plan has failed, becomes impractical, or if the animal reasonably appears to pose an imminent threat to human safety.

306.7.2 INJURED ANIMALS

With the approval of a supervisor, a member may euthanize an animal that is so badly injured that human compassion requires its removal from further suffering and where other dispositions are impractical.

Injured animals may only be euthanized when (16.24.3.8 NMAC; 16.24.3.15 NMAC):

(a) They are in severe, acute distress.

(b) They are irremediably suffering, and delay or movement of the animal will cause severe pain and suffering.

(c) They are incapable of being moved without immediate and significant risk to the animal, human, or public health or safety.

306.7.3 WARNING AND OTHER SHOTS

Generally, shots fired for the purpose of summoning aid are discouraged and may not be discharged unless the member reasonably believes that they appear necessary, effective, and reasonably safe.

Warning shots shall not be used.

306.8 FIREARMS INSTRUCTOR DUTIES

The range will be under the exclusive control of the Firearms Instructor. All members attending will follow the directions of the Firearms Instructor. The Firearms Instructor will maintain a roster of all members attending the range and will submit the roster to the Training Manager after each range date. Failure of any member to sign in and out with the Firearms Instructor may result in non-participation or non-qualification.

The range shall remain operational and accessible to department members during hours established by the Department.

The Firearms Instructor has the responsibility of making periodic inspection, at least once a year, of all duty firearms carried by members of this department to verify proper operation. The Firearms Instructor has the authority to deem any department-issued or personally owned firearm unfit for service. The member will be responsible for all repairs to their personally owned firearm; it will not be returned to service until it has been inspected and approved by the Firearms Instructor.

The Firearms Instructor has the responsibility for ensuring each member meets the minimum requirements during training shoots and, on at least a yearly basis, can demonstrate proficiency in the care, cleaning, and safety of all firearms the member is authorized to carry.

The Firearms Instructor shall complete and submit to the Training Manager documentation of the training courses provided. Documentation shall include the qualifications of each instructor who

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provides the training, a description of the training provided, and, on a form that has been approved by the Department, a list of each member who completes the training. The Firearms Instructor should keep accurate records of all training shoots, qualifications, repairs, maintenance, or other records as directed by the Training Manager.

306.9 FLYING WHILE ARMED

The Transportation Security Administration (TSA) has imposed rules governing law enforcement officers flying armed on commercial aircraft. The following requirements apply to officers who intend to be armed while flying on a commercial air carrier or flights where screening is conducted (49 CFR 1544.219):

(a) Officers wishing to fly while armed must be flying in an official capacity, not for vacation or pleasure, and must have a need to have the firearm accessible, as determined by the Department based on the law and published TSA rules.

(b) Officers must carry their Truth or Consequences Police Department identification card bearing the officer's name, a full-face photograph, identification number, the officer's signature, and the signature of the Chief of Police or the official seal of the Department and must present this identification to airline officials when requested. The officer should also carry the standard photo identification needed for passenger screening by airline and TSA officials (e.g., driver's license, passport).

(c) The Truth or Consequences Police Department must submit a National Law Enforcement Telecommunications System (NLETS) message prior to the officer's travel. If approved, TSA will send the Truth or Consequences Police Department an NLETS message containing a unique alphanumeric identifier. The officer must present the message on the day of travel to airport personnel as authorization to travel while armed.

(d) An official letter signed by the Chief of Police authorizing armed travel may also accompany the officer. The letter should outline the officer's need to fly armed, detail their itinerary, and include that the officer has completed the mandatory TSA training for a law enforcement officer flying while armed.

(e) Officers must have completed the mandated TSA security training covering officers flying while armed. The training shall be given by the department-appointed instructor.

(f) It is the officer's responsibility to notify the air carrier in advance of the intended armed travel. This notification should be accomplished by early check-in at the carrier's check-in counter.

(g) Any officer flying while armed should discreetly contact the flight crew prior to take-off and notify them of the officer's assigned seat.

(h) Discretion must be used to avoid alarming passengers or crew by displaying a firearm. The officer must keep the firearm concealed on their person at all times. Firearms are not permitted in carry-on luggage and may not be stored in an overhead compartment.

(i) Officers should try to resolve any problems associated with flying armed through the flight captain, ground security manager, TSA representative, or other management representative of the air carrier.

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(j) Officers shall not consume alcoholic beverages while aboard an aircraft, or within eight hours prior to boarding an aircraft.

306.10 CARRYING FIREARMS OUT OF STATE

Qualified, active, full-time officers of this department are authorized to carry a concealed firearm in all other states subject to the following conditions (18 USC § 926B):

(a) The officer shall carry their Truth or Consequences Police Department identification card whenever carrying such firearm.

(b) The officer may not be the subject of any current disciplinary action.

(c) The officer may not be under the influence of alcohol or any other intoxicating or hallucinatory drug.

(d) The officer will remain subject to this and all other department policies (including qualifying and training).

Officers are cautioned that individual states may enact local regulations that permit private persons or entities to prohibit or restrict the possession of concealed firearms on their property, or that prohibit or restrict the possession of firearms on any state or local government property, installation, building, base, or park. Federal authority may not shield an officer from arrest and prosecution in such locally restricted areas.

Active law enforcement officers from other states are subject to all requirements set forth in 18 USC § 926B.

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Foot Pursuits

308.1 PURPOSE AND SCOPE

This policy provides guidelines to assist officers in making the decision to initiate or continue the pursuit of suspects on foot.

308.2 POLICY

It is the policy of this department that officers, when deciding to initiate or continue a foot pursuit, continuously balance the objective of apprehending the suspect with the risk and potential for injury to department members, the public, or the suspect.

Officers are expected to act reasonably, based on the totality of the circumstances.

308.3 DECISION TO PURSUE

The safety of department members and the public should be the primary consideration when determining whether a foot pursuit should be initiated or continued. Officers must be mindful that immediate apprehension of a suspect is rarely more important than the safety of the public and department members.

Officers may be justified in initiating a foot pursuit of any individual that the officer reasonably believes is about to engage in, is engaging in, or has engaged in criminal activity. The decision to initiate or continue such a foot pursuit, however, must be continuously re-evaluated in light of the circumstances presented at the time.

Mere flight by a person who is not suspected of criminal activity alone shall not serve as justification for engaging in an extended foot pursuit without the development of reasonable suspicion regarding the individual's involvement in criminal activity or being wanted by law enforcement.

Deciding to initiate or continue a foot pursuit is a decision that an officer must make quickly and under unpredictable and dynamic circumstances. It is recognized that foot pursuits may place department members and the public at significant risk. Therefore, no officer or supervisor shall be criticized or disciplined for deciding not to engage in a foot pursuit because of the perceived risk involved.

If circumstances permit, surveillance and containment are generally the safest tactics for apprehending fleeing persons. In deciding whether to initiate or continue a foot pursuit, an officer should continuously consider reasonable alternatives to a foot pursuit based upon the circumstances and resources available, such as:

(a) Containment of the area.

(b) Saturation of the area with law enforcement personnel, including assistance from other agencies.

(c) A canine search.

(d) Thermal imaging or other sensing technology.

(e) Air support.

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(f) Apprehension at another time when the identity of the suspect is known or there is information available that would likely allow for later apprehension, and the need to immediately apprehend the suspect does not reasonably appear to outweigh the risk of continuing the foot pursuit.

308.4 GENERAL GUIDELINES

When reasonably practicable, officers should consider alternatives to engaging in or continuing a foot pursuit when:

(a) Directed by a supervisor to terminate the foot pursuit; such an order shall be considered mandatory.

(b) The officer is acting alone.

(c) Two or more officers become separated, lose visual contact with one another, or obstacles separate them to the degree that they cannot immediately assist each other should a confrontation take place. In such circumstances, it is generally recommended that a single officer keep the suspect in sight from a safe distance and coordinate the containment effort.

(d) The officer is unsure of their location and direction of travel.

(e) The officer is pursuing multiple suspects and it is not reasonable to believe that the officer would be able to control the suspects should a confrontation occur.

(f) The physical condition of the officer renders them incapable of controlling the suspect if apprehended.

(g) The officer loses radio contact with the dispatcher or with assisting or backup officers.

(h) The suspect enters a building, structure, confined space, isolated area, or dense or difficult terrain, and there are insufficient officers to provide backup and containment. The primary officer should consider discontinuing the foot pursuit and coordinating containment pending the arrival of sufficient resources.

(i) The officer becomes aware of unanticipated or unforeseen circumstances that unreasonably increase the risk to officers or the public.

(j) The officer reasonably believes that the danger to the pursuing officers or public outweighs the objective of immediate apprehension.

(k) The officer loses possession of their firearm or other essential equipment.

(l) The officer or a third party is injured during the foot pursuit, requiring immediate assistance, and there are no other emergency personnel available to render assistance.

(m) The suspect's location is no longer known.

(n) The identity of the suspect is established or other information exists that will allow for the suspect's apprehension at a later time, and it reasonably appears that there is no immediate threat to department members or the public if the suspect is not immediately apprehended.

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(o) The officer's ability to safely continue the foot pursuit is impaired by inclement weather, darkness, or other environmental conditions.

308.5 RESPONSIBILITIES IN FOOT PURSUITS

308.5.1 INITIATING OFFICER RESPONSIBILITIES

Unless relieved by another officer or a supervisor, the initiating officer shall be responsible for coordinating the progress of the pursuit and containment. When acting alone and when practicable, the initiating officer should not attempt to overtake and confront the suspect but should attempt to keep the suspect in sight until sufficient officers are present to safely apprehend the suspect.

Early communication of available information from the involved officers is essential so that adequate resources can be coordinated and deployed to bring a foot pursuit to a safe conclusion. Officers initiating a foot pursuit should, at a minimum, broadcast the following information as soon as it becomes practicable and available:

(a) Location and direction of travel

(b) Call sign identifier

(c) Reason for the foot pursuit, such as the crime classification

(d) Number of suspects and description, to include name if known

(e) Whether the suspect is known or believed to be armed with a dangerous weapon

Officers should be mindful that radio transmissions made while running may be difficult to understand and may need to be repeated.

Absent extenuating circumstances, any officer unable to promptly and effectively broadcast this information should terminate the foot pursuit. If the foot pursuit is discontinued for any reason, immediate efforts for containment should be established and alternatives considered based upon the circumstances and available resources.

When a foot pursuit terminates, the officer will notify the dispatcher of their location and the status of the foot pursuit termination (e.g., suspect in custody, lost sight of suspect), and will direct further actions as reasonably appear necessary, to include requesting medical aid as needed for officers, suspects, or members of the public.

308.5.2 ASSISTING OFFICER RESPONSIBILITIES

Whenever any officer announces that they are engaged in a foot pursuit, all other officers should minimize nonessential radio traffic to permit the involved officers maximum access to the radio frequency.

308.5.3 SUPERVISOR RESPONSIBILITIES

Upon becoming aware of a foot pursuit, the supervisor shall make every reasonable effort to ascertain sufficient information to direct responding resources and to take command, control, and coordination of the foot pursuit. The supervisor should respond to the area whenever possible;

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the supervisor does not, however, need to be physically present to exercise control over the foot pursuit. The supervisor shall continuously assess the situation in order to ensure the foot pursuit is conducted within established department guidelines.

The supervisor shall terminate the foot pursuit when the danger to pursuing officers or the public appears to unreasonably outweigh the objective of immediate apprehension of the suspect.

Upon apprehension of the suspect, the supervisor shall promptly proceed to the termination point to direct the post-foot pursuit activity.

308.5.4 SCRDA RESPONSIBILITIES

Upon notification or becoming aware that a foot pursuit is in progress, the dispatcher is responsible for:

(a) Clearing the radio channel of non-emergency traffic.

(b) Coordinating pursuit communications of the involved officers.

(c) Broadcasting pursuit updates as well as other pertinent information as necessary.

(d) Ensuring that a field supervisor is notified of the foot pursuit.

(e) Notifying and coordinating with other involved or affected agencies as practicable.

(f) Notifying the Chief of Police as soon as practicable.

(g) Assigning an incident number and logging all pursuit activities.

308.6 REPORTING REQUIREMENTS

The initiating officer shall complete appropriate crime/arrest reports documenting, at a minimum:

(a) Date and time of the foot pursuit.

(b) Initial reason and circumstances surrounding the foot pursuit.

(c) Course and approximate distance of the foot pursuit.

(d) Alleged offenses.

(e) Involved vehicles and officers.

(f) Whether a suspect was apprehended as well as the means and methods used.

1. Any use of force shall be reported and documented in compliance with the Use of Force Policy.

(g) Arrestee information, if applicable.

(h) Any injuries and/or medical treatment.

(i) Any property or equipment damage.

(j) Name of the supervisor at the scene or who handled the incident.

Assisting officers taking an active role in the apprehension of the suspect shall complete supplemental reports as necessary or as directed.

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The supervisor reviewing the report will make a preliminary determination that the pursuit appears to be in compliance with this policy or that additional review and/or follow-up is warranted.

In any case in which a suspect is not apprehended and there is insufficient information to support further investigation, a supervisor may authorize that the initiating officer need not complete a formal report.

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Officer Response to Calls

309.1 PURPOSE AND SCOPE

This policy provides officers with guidelines for the safe and appropriate vehicular response to emergency and non-emergency incidents or requests for assistance, whether these are dispatched or self-initiated.

309.2 POLICY

It is the policy of this department to appropriately respond to emergency and non-emergency calls for service or requests for assistance, whether these are dispatched or self-initiated.

309.3 RESPONSE TO CALLS

Officers responding to non-emergency calls shall proceed accordingly unless they are sent or redirected to a higher priority call and shall obey all traffic laws.

309.3.1 EMERGENCY CALLS

Officers responding to an emergency call shall proceed immediately as appropriate and shall continuously operate the emergency vehicle lighting and siren as required by law.

Officers should only respond to a call as an emergency response when so dispatched or when circumstances reasonably indicate an emergency response is required. This includes but is not limited to (NMSA § 66-7-6):

(a) When in pursuit or apprehending a violator or suspected violator.

(b) When responding to a reported emergency involving possible personal injury, death, or significant property damage.

(c) When immediate assistance is requested by an officer or other law enforcement agency.

If an officer believes an emergency response to any call is appropriate, the officer shall immediately notify the dispatcher.

Officers not responding to a call as an emergency response shall observe all traffic laws and proceed without the use of emergency lights and siren.

309.4 REQUESTING EMERGENCY ASSISTANCE

When requesting emergency assistance, the involved department member should reasonably believe there is an imminent threat to the safety of themself or another person, or that assistance is needed to prevent imminent serious harm to the public.

If circumstances permit, the requesting member should provide the following information:

- Identifying call sign
- Location of the emergency situation
- Suspect information, including weapons

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- Reason for the request and type of emergency
- The number of officers or resources required
- Hazards and any known or potential dangers for responding officers

In any event where a situation has stabilized and emergency response is not required, the requesting member shall immediately notify the dispatcher.

309.5 SAFETY CONSIDERATIONS

Responding with emergency lights and siren does not relieve the operator of an emergency vehicle of the duty to continue to drive with due regard for the safety of all persons and property and does not protect the operator from the consequences of reckless disregard for the safety of others. However, the officer may, when responding to a call with an emergency response, and provided there is no endangerment or unnecessary risk to persons and property (NMSA § 66-7-6):

- Park or stand, irrespective of state law.
- Proceed past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation.
- Exceed the speed limit.
- Disregard regulations governing direction of movement or turning in specified directions.

309.5.1 NUMBER OF OFFICERS ASSIGNED

The number of officers assigned to respond to an emergency call or request for assistance should be limited to that which is reasonably necessary.

An emergency response involving more than one police vehicle should be coordinated by SCRDA to avoid any unanticipated intersecting of response routes. The dispatcher shall notify the field supervisor, who will make a determination regarding the appropriateness of the response and reduce or enhance the response as warranted.

309.6 EMERGENCY EQUIPMENT

Vehicles not equipped with emergency lights and siren are prohibited from initiating or joining in an emergency response. Officers in such vehicles may provide support to pursuing vehicles as long as the vehicles are operated in compliance with all traffic laws. Those officers should terminate their involvement in any emergency response immediately upon arrival of a sufficient number of emergency law enforcement vehicles.

If the emergency equipment on the vehicle should fail to operate, the officer must terminate the emergency response and continue accordingly. The officer shall notify the field supervisor or the dispatcher of the equipment failure so that another officer may be assigned to the emergency response.

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309.7 OFFICER RESPONSIBILITIES

The decision to initiate or continue an emergency response is at the discretion of the officer. If, in the officer's judgment, the weather, traffic, and road conditions do not permit such a response without unreasonable risk, the officer may elect to respond to the call without the use of emergency lights and siren at the legal speed limit. In such an event, the officer should immediately notify the dispatcher. An officer shall also discontinue an emergency response when directed by a supervisor or as otherwise appropriate.

Upon receiving authorization or determining that an emergency response is appropriate, whenever practicable, an officer shall immediately give the location from which they are responding.

The first officer arriving at the emergency call should determine whether to increase or reduce the level of the response of additional officers and shall notify the dispatcher of their determination. Any subsequent change in the appropriate response level should be communicated to the dispatcher by the officer in charge of the scene unless a supervisor assumes this responsibility.

309.8 SCRDA

When information reasonably indicates that the public is threatened with serious injury or death, or an officer requests emergency assistance and immediate law enforcement response is needed, the dispatcher shall assign an emergency response and ensure acknowledgement and response of handling and assisting officers. In all other circumstances, the dispatcher shall obtain authorization from the field supervisor prior to assigning an emergency response.

309.8.1 RESPONSIBILITIES

Upon notification or assignment of an emergency response, the dispatcher is responsible for:

(a) Confirming the location from which the officer is responding or requesting assistance.

(b) Attempting to assign the closest available assisting officers to the location of the emergency call.

(c) Continuing to obtain and broadcast information as necessary concerning the response and monitoring the situation until it is stabilized or terminated.

(d) Notifying and coordinating allied emergency services (e.g., fire, emergency medical services).

(e) Notifying the field supervisor as soon as practicable.

(f) Controlling all radio communications during the emergency and coordinating assistance under the direction of the field supervisor.

309.9 SUPERVISOR RESPONSIBILITIES

Upon being notified that an emergency response has been initiated or requested, the field supervisor shall verify that:

(a) The proper response has been initiated.

(b) No more than those officers reasonably necessary under the circumstances are involved in the response.

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(c) Affected outside jurisdictions are being notified as practicable.

The field supervisor shall monitor the response until it has been stabilized or terminated and assert control by directing officers into or out of the response, if necessary. If, in the supervisor's judgment, the circumstances require additional officers to be assigned an emergency response, the supervisor may do so.

It is the supervisor's responsibility to terminate an emergency response that, in their judgment, is inappropriate due to the circumstances.

When making the decision to authorize an emergency response, the field supervisor should consider:

- The type of call or crime involved.
- The type and circumstances of the request.
- The necessity of a timely response.
- Weather, traffic, and road conditions.
- The location of the responding officers and the location of the incident.

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Domestic Abuse

310.1 PURPOSE AND SCOPE

The purpose of this policy is to provide the guidelines necessary to deter, prevent and reduce domestic abuse through vigorous enforcement and to address domestic abuse as a serious crime against society. The policy specifically addresses the commitment of the Truth or Consequences Police Department to take enforcement action when appropriate, to provide assistance to victims, and to guide officers in the investigation of domestic abuse.

310.1.1 DEFINITIONS

Definitions related to this policy include:

Court order - All forms of orders related to domestic abuse that have been issued by a court of this state or another, whether civil or criminal, regardless of whether service has been made.

Domestic abuse - Offenses described in NMSA § 40-13-2 committed by a household member (as defined by NMSA § 40-13-2) against another household member. This also includes an incident of stalking or sexual assault, whether committed by a household member or not. Domestic abuse does not mean the use of force in self-defense or the defense of another (NMSA § 40-13-2).

Household Member means a spouse, former spouse, or family member, including a relative, child, co-parent of a child, or a person with whom the petitioner has had a continuing personal relationship; cohabitation is not necessary to be deemed a household member for purposes of this section."

310.2 POLICY

The Truth or Consequences Police Department's response to incidents of domestic abuse and violations of related court orders shall stress enforcement of the law to protect the victim and shall communicate the philosophy that domestic abuse is criminal behavior. It is also the policy of this department to facilitate victims' and offenders' access to appropriate civil remedies and community resources whenever feasible.

310.3 OFFICER SAFETY

The investigation of domestic abuse cases often places officers in emotionally charged and sometimes highly dangerous environments. No provision of this policy is intended to supersede the responsibility of all officers to exercise due caution and reasonable care in providing for the safety of any officers and parties involved.

310.4 INVESTIGATIONS

The following guidelines should be followed by officers when investigating domestic abuse cases:

(a) Calls of reported, threatened, imminent, or ongoing domestic abuse and the violation of any court order are of extreme importance and should be considered among the highest response priorities. This includes incomplete 9-1-1 calls.

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(b) When practicable, officers should obtain and document statements from the victim, the suspect, and any witnesses, including children, in or around the household or location of occurrence.

(c) Officers should list the full name and date of birth (and school if available) of each child who was present in the household at the time of the offense. The names of other children who may not have been in the house at that particular time should also be obtained for follow-up.

(d) When practicable and legally permitted, video or audio record all significant statements and observations.

(e) All injuries should be photographed, regardless of severity, taking care to preserve the victim's personal privacy. Where practicable, photographs should be taken by a person of the same sex. Victims whose injuries are not visible at the time of the incident should be asked to contact SCRDA in the event that the injuries later become visible. An officer shall respond and document the injuries as appropriate.

(f) Officers should request that the victim complete and sign an authorization for release of medical records related to the incident when applicable.

(g) If the suspect is no longer at the scene, officers should make reasonable efforts to locate the suspect to further the investigation, provide the suspect with an opportunity to make a statement, and make an arrest or seek an arrest warrant if appropriate.

(h) Seize any firearms or other dangerous weapons in the home, if appropriate and legally permitted, for safekeeping or as evidence.

(i) When completing an incident or arrest report for violation of a court order, officers should include specific information that establishes that the offender has been served, including the date the offender was served, the name of the agency that served the order, and the provision of the order that the subject is alleged to have violated. When reasonably available, the arresting officer should attach a copy of the order to the incident or arrest report.

(j) Officers should take appropriate enforcement action when there is probable cause to believe an offense has occurred. Factors that should not be used as sole justification for declining to take enforcement action include:

1. Whether the suspect lives on the premises with the victim.
2. Claims by the suspect that the victim provoked or perpetuated the abuse.
3. The potential financial or child custody consequences of arrest.
4. The physical or emotional state of either party.
5. Use of drugs or alcohol by either party.
6. Denial that the abuse occurred where evidence indicates otherwise.
7. A request by the victim not to arrest the suspect.
8. Location of the incident (public/private).
9. Speculation that the complainant may not follow through with the prosecution.

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10. Actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, disability, or marital status of the victim or suspect.
11. The social, community status, or professional position of the victim or suspect.

310.4.1 IF A SUSPECT IS ARRESTED
If a suspect is arrested, officers should:

(a) Advise the victim that there is no guarantee the suspect will remain in custody.

(b) Advise the victim that reasonable attempts will be made by the Department to notify them when the suspect is released from custody.

(c) Advise the victim whether any type of court order will be in effect when the suspect is released from jail.

310.4.2 IF NO ARREST IS MADE
If no arrest is made, the officer should:

(a) Advise the parties of any options, including but not limited to:
    1. Voluntary separation of the parties.
    2. Appropriate resource referrals (e.g., counselors, friends, relatives, shelter homes, victim witness assistance).

(b) Document the resolution in a report.

310.5 VICTIM ASSISTANCE

Because victims may be traumatized or confused, officers should be aware that a victim's behavior and actions may be affected.

Officers shall take whatever steps are reasonably necessary to protect the victim from further domestic abuse including the following (NMSA § 40-13-7):

(a) Victims should be provided with the department domestic abuse information handout, even if the incident may not rise to the level of a crime.

(b) Victims should also be alerted to any available victim advocates, shelters, and community resources.

(c) Victims shall be advised of the remedies available under the Family Violence Protection Act; including the right to file a written statement, to file a criminal complaint and a request for an arrest warrant.

(d) When an involved person requests law enforcement assistance while removing essential items of personal property, officers shall stand by for a reasonable amount of time.

(e) If the victim has sustained injury or complains of pain, officers shall seek medical assistance for the victim as soon as practicable.

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1. Upon request by the victim, officers shall provide or arrange for transportation to a medical facility.

(f) Officers should ask the victim whether they have a safe place to stay and assist in arranging transportation to an alternate shelter if the victim expresses a concern for their safety or if the officer determines that a need exists.

(g) Officers should make reasonable efforts to ensure that any children or dependent adults who are under the supervision of the suspect or victim are being properly cared for.

(h) If appropriate, officers should seek or assist the victim in obtaining an emergency order (NMSA § 40-13-3.2).

(i) Upon the request of the victim, officers shall assist in placing the victim in possession of a dwelling or premises or otherwise assist in execution, enforcement, or service of an order of protection.

(j) Advise the victim when appropriate of the procedure for initiating proceedings under the Family Violence Protection Act or criminal proceedings and the importance of preserving evidence.

1. Petition forms for orders of protection shall be made available and provided to a victim upon request (NMSA § 40-13-3)

310.6 DISPATCH ASSISTANCE

All calls of domestic abuse, including incomplete 9-1-1 calls, should be dispatched as soon as practicable.

Dispatchers are not required to verify the validity of a court order before responding to a request for assistance. Officers should request that dispatchers check whether any of the involved persons are subject to the terms of a court order.

310.7 FOREIGN COURT ORDERS

Various types of orders may be issued in domestic abuse cases. Any foreign court order properly issued by a court of another state, Indian tribe, or territory shall be enforced by officers as if it were the order of a court in this state. An order should be considered properly issued when it reasonably appears that the issuing court has jurisdiction over the parties and reasonable notice and opportunity to respond was given to the party against whom the order was issued (18 USC § 2265). An otherwise valid out-of-state court order shall be enforced, regardless of whether the order has been properly registered with this state (NMSA § 40-13A-4).

310.8 VERIFICATION OF COURT ORDERS

Determining the validity of a court order, particularly an order from another jurisdiction, can be challenging. Therefore, in determining whether there is probable cause to make an arrest for a violation of any court order, officers should carefully review the actual order when available, and, where appropriate and practicable:

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(a) Ask the subject of the order about their notice or receipt of the order, knowledge of its terms and efforts to respond to the order.

1. If a determination is made that a valid foreign order cannot be enforced because the subject has not been notified or served the order, the officer shall inform the subject of the order, make a reasonable effort to serve the order upon the subject, and allow the subject a reasonable opportunity to comply with the order before enforcing the order (NMSA § 40-13A-4).

(b) Check available records or databases that may show the status or conditions of the order.

(c) Contact the issuing court to verify the validity of the order.

(d) Contact a law enforcement official from the jurisdiction where the order was issued to verify information.

Officers should document in an appropriate report their efforts to verify the validity of an order, regardless of whether an arrest is made. Officers should contact a supervisor for clarification when needed.

310.9 STANDARDS FOR ARRESTS

Officers investigating a domestic abuse report should consider the following:

(a) When appropriate, officers should arrest the alleged suspect when there is probable cause to believe the suspect committed domestic abuse. Any decision not to arrest under these circumstances requires supervisor approval (NMSA § 40-13-7).

1. A written statement in the police report shall indicate the arrest is premised upon probable cause and when appropriate, indicate that the suspect arrested was the predominant aggressor. Dual arrests are discouraged, and officers shall seek to identify and consider whether one of the parties acted in self-defense (NMSA § 40-13-1.1).

(b) Officers may arrest without a warrant and take into custody a restrained party when there is probable cause to believe the person has violated an order of protection issued pursuant to the Family Violence Protection Act. Any decision not to arrest under these circumstances requires supervisor approval (NMSA § 40-13-6).

310.10 FIREARMS RELATED TO DOMESTIC ABUSE COURT ORDERS

Officers taking possession of any firearms pursuant to an order issued under the Family Violence Protection Act should prepare a receipt identifying all firearms that have been relinquished or taken and provide a copy of the receipt to the person subject to the order (NMSA § 40-13-13).

The officers should ensure that (NMSA § 40-13-13):

(a) A copy of the receipt is included in the original case report.

(b) A copy of the receipt is provided to the petitioner within 72 hours.

(c) The original receipt is forwarded to the Records Clerk as soon as possible to allow for timely filing with the court.

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All items collected should be handled and booked in accordance with the Evidence Vault Policy.

310.11 NOTICE OF RELEASE OF SUSPECT FROM CUSTODY

When notice is received from a jail or detention center that a suspect is released from custody, the Department shall make a reasonable attempt to notify the victim (NMSA § 40-13-7).

310.12 LIMITS ON INTERNET PUBLICATIONS

The Chief of Police or the authorized designee should work with the Records Clerk to ensure the following information is not posted on the department website or social networking services (NMSA § 40-13-12; NMSA § 40-13A-6):

(a) Information that would likely reveal the identity or location of a party protected under an order of protection

(b) Information regarding the registration of, filing of a petition for, or issuance of a protection order, restraining order, or injunction pursuant to the Uniform Interstate Enforcement of Domestic Violence Protection Act

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Search and Seizure

311.1 PURPOSE AND SCOPE

Both the federal and state constitutions provide every individual with the right to be free from unreasonable searches and seizures. This policy provides general guidelines for Truth or Consequences Police Department personnel to consider when dealing with search and seizure issues.

311.2 POLICY

It is the policy of the Truth or Consequences Police Department to respect the fundamental privacy rights of individuals. Members of this department will conduct searches in strict observance of the constitutional rights of persons being searched. All seizures by this department will comply with relevant federal and state law governing the seizure of persons and property.

The Department will provide relevant and current training to officers as guidance for the application of current law, local community standards, and prosecutorial considerations regarding specific search and seizure situations, as appropriate.

311.3 SEARCHES

The U.S. Constitution generally provides that a valid warrant is required in order for a search to be valid. There are, however, several exceptions to the rule that permit a warrantless search.

Examples of law enforcement activities that are exceptions to the general warrant requirement include but are not limited to searches pursuant to:

- Valid consent.
- Incident to a lawful arrest.
- Legitimate community caretaking interests.
- Exigent circumstances.

Certain other activities are recognized by federal and state courts and by certain statutes as legitimate law enforcement activities that also do not require a warrant. Such activities may include seizure and examination of abandoned property and observations of activities and property located on open public areas.

Because case law regarding search and seizure is constantly changing and subject to interpretation by the courts, each member of this department is expected to act in each situation according to current training and their familiarity with clearly established rights as determined by case law.

Whenever practicable, officers are encouraged to contact a supervisor to resolve questions regarding search and seizure issues prior to electing a course of action.

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311.4 SEARCH PROTOCOL

Although conditions will vary, and officer safety and other exigencies must be considered in every search situation, the following guidelines should be followed whenever circumstances permit:

(a) Members of this department will strive to conduct searches with dignity and courtesy.

(b) Officers should explain to the person being searched the reason for the search and how the search will be conducted.

(c) Searches should be carried out with due regard and respect for private property interests and in a manner that minimizes damage. Property should be left in a condition as close as reasonably possible to its pre-search condition.

(d) In order to minimize the need for forcible entry, an attempt should be made to obtain keys, combinations, or access codes when a search of locked property is anticipated.

(e) Whenever practicable, a search should not be conducted by a lone officer. A cover officer should be positioned to ensure safety and should not be involved in the search.

(f) When the person to be searched is of the opposite sex as the searching officer, a reasonable effort should be made to summon an officer of the same sex as the subject to conduct the search. When it is not practicable to summon an officer of the same sex as the subject, the following guidelines should be followed:

1. Another officer or a supervisor should witness the search.
2. The officer should not search areas of the body covered by tight-fitting clothing, sheer clothing, or clothing that could not reasonably conceal a weapon.

311.5 DOCUMENTATION

Officers are responsible for documenting any search and ensuring that any required reports are sufficient including, at minimum, documentation of:

- Reason for the search.
- Any efforts used to minimize the intrusiveness of any search (e.g., asking for consent or keys).
- What, if any, injuries or damage occurred.
- All steps taken to secure property.
- The results of the search including a description of any property or contraband seized.
- If the person searched is the opposite sex, any efforts to summon an officer of the same sex as the person being searched and the identification of any witness officer.

Supervisors shall review reports to ensure the reports are accurate, that actions are properly documented, and that current legal requirements and department policy have been met.

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Child Abuse

312.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the investigation of suspected child abuse. This policy also addresses when Truth or Consequences Police Department members are required to notify the Children, Youth and Families Department's Protective Services Division (PSD) of suspected child abuse.

312.1.1 DEFINITIONS

Definitions related to this policy include:

Child - Unless otherwise specified by a cited statute, a child is any person under the age of 18 years.

Child abuse - Any offense or attempted offense involving violence or neglect with a child victim when committed by a person responsible for the child's care or any other act that would mandate notification to a social service agency.

312.2 POLICY

The Truth or Consequences Police Department will investigate all reported incidents of alleged criminal child abuse and ensure PSD is notified as required by law.

312.3 MANDATORY NOTIFICATION

Members of the Truth or Consequences Police Department shall notify PSD when (NMSA § 32A-4-3):

(a) The member knows or has a reasonable suspicion that a child is an abused or a neglected child.

(b) When a report of child abuse is reported to the Department.

For purposes of notification, abuse is when (NMSA § 32A-4-2):

1. A child has suffered or is at risk of suffering serious harm because of the action or inaction of the child's parent, guardian, or custodian.
2. A child suffers physical abuse, emotional abuse, or psychological abuse inflicted or caused by the child's parent, guardian, or custodian.
3. A child has suffered sexual abuse or sexual exploitation inflicted by the child's parent, guardian, or custodian.
4. A child's parent, guardian, or custodian has knowingly, intentionally, or negligently placed a child in a situation that may endanger the child's life or health.
5. A child's parent, guardian, or custodian has knowingly or intentionally tortured, cruelly confined, or cruelly punished the child.
6. A child is neglected as defined by NMSA § 32A-4-2.

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312.3.1 NOTIFICATION PROCEDURE

Notification shall occur immediately by contacting the PSD Child Abuse hotline. Members shall provide the facts of the abuse, the name, address, and phone number of the reporter to the hotline and provide the same information in writing to PSD within 48 hours (NMSA § 32A-4-3).

The written report for notification shall be submitted to PSD on the authorized form and shall include (NMSA § 32A-4-3):

(a) Names and addresses of the child and the child's parents, guardian, or custodian.

(b) The child's age.

(c) The nature and extent of the child's injuries, including any evidence of previous injuries.

(d) Any other information that may be helpful in establishing the cause of the injuries and the identity of the person responsible for the injuries.

312.4 QUALIFIED INVESTIGATORS

Qualified investigators should be available for child abuse investigations. These investigators should:

(a) Conduct interviews in child-appropriate interview facilities.

(b) Be familiar with forensic interview techniques specific to child abuse investigations.

(c) Present all cases of alleged child abuse to the prosecutor for review.

(d) Coordinate with other enforcement agencies, social service agencies, and school administrators as needed.

1. Investigators are responsible for conducting investigations of child abuse or neglect in schools, facilities, and child care homes or centers (8.10.3.13 NMAC).

(e) Provide referrals to therapy services, victim advocates, guardians, and support for the child and family as appropriate.

(f) Participate in or coordinate with multidisciplinary investigative teams as applicable.

(g) Conduct the investigation in a manner that protects the privacy of the child and family, with the paramount consideration being the safety of the child. All interactions with child victims and child witnesses shall be conducted in a child-sensitive manner, taking into consideration the special needs of the child and the child's abilities, age, and intellectual maturity (NMSA § 32A-4-5).

(h) When investigations involve allegations of abuse of a child in the care or control of or in a facility connected to the Children, Youth and Families Department, ensure immediate steps are taken to protect the health or welfare of an abused or neglected child, as well as any other child under the same care who may be in danger of abuse or neglect (NMSA § 32A-4-3).

312.5 INVESTIGATIONS AND REPORTING

In all reported or suspected cases of child abuse, officers shall write a report even if the allegations appear unfounded or unsubstantiated.

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Investigations and reports related to suspected cases of child abuse should address, as applicable:

(a) The overall basis for the contact. This should be done by the investigating officer in all circumstances where a suspected child abuse victim was contacted.

(b) The exigent circumstances that existed if officers interviewed the child victim without the presence of a parent or guardian.

(c) Any relevant statements the child may have made and to whom they made the statements.

(d) If a child was taken into protective custody, the reasons, the name, and title of the person making the decision, and why other alternatives were not appropriate.

(e) Documentation of any visible injuries or any injuries identified by the child. This should include photographs of such injuries, if practicable.

(f) Whether the child victim was transported for medical treatment or a medical examination.

(g) Whether the victim identified a household member as the alleged perpetrator, and a list of the names of any other children who may reside in the residence.

(h) Identification of any prior related reports or allegations of child abuse, including other jurisdictions, as reasonably known.

(i) Previous addresses of the victim and suspect.

(j) Other potential witnesses who have not yet been interviewed, such as relatives or others close to the victim's environment.

All cases of the unexplained death of a child should be investigated as thoroughly as if it had been a case of suspected child abuse (e.g., a sudden or unexplained death of an infant).

312.6 PROTECTIVE CUSTODY

Before taking any child into protective custody, the officer should make reasonable attempts to contact PSD. Generally, removal of a child from their family, guardian, or other responsible adult should be left to the child welfare authorities when they are present or have become involved in an investigation.

Generally, members of this department should remove a child from their parent or guardian without a court order only when no other effective alternative is reasonably available and immediate action reasonably appears necessary to protect the child. Prior to taking a child into protective custody, the officer should take reasonable steps to deliver the child to another qualified parent or legal guardian unless it reasonably appears that the release would endanger the child or result in abduction. If this is not a reasonable option, the officer shall ensure that the child is delivered to PSD.

Whenever practicable, the officer should inform a supervisor of the circumstances prior to taking a child into protective custody. If prior notification is not practicable, officers should contact a supervisor promptly after taking a child into protective custody.

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Children may be held or taken into protective custody by an officer in the following situations (NMSA § 32A-4-6):

(a) When the officer has evidence giving rise to reasonable grounds to believe that the child is abused or neglected and that there is an immediate threat to the child's safety. Prior to removal, the officer shall contact PSD to conduct an on-site safety assessment to determine whether it is appropriate to take the child into immediate protective custody. An assessment is not necessary if:

1. The child's parent, guardian, or custodian has attempted, conspired to cause, or caused great bodily harm to the child or great bodily harm or death to the child's sibling.
2. The child's parent, guardian, or custodian has attempted, conspired to cause, or caused great bodily harm or death to another parent, guardian, or custodian of the child.
3. The child has been abandoned.
4. The child is in need of medical care.
5. PSD is not available to conduct a safety assessment in a timely matter.
6. The child is in imminent risk of abuse.

(b) When contacted by medical personnel that they are holding a child because of an injury as a result of abuse or neglect and that the child may be at risk of further abuse if returned to the child's parent, guardian, or custodian.

312.6.1 RELEASE OR DELIVERY FROM PROTECTIVE CUSTODY

Officers who have taken a child into protective custody shall, as soon as practicable (NMSA § 32A-4-7):

(a) Release the child to the child's parent, guardian, or custodian and issue verbal counsel or warning as may be appropriate.

(b) Deliver the child to PSD.

(c) Deliver the child to a medical facility in cases where the child is suffering from a serious physical or mental condition or illness that requires prompt medical treatment.

1. The officer shall immediately notify PSD when a child is delivered to a medical facility and that the child is being placed in PSD protective custody.

312.6.2 SAFE HAVEN BABY LAW

The Department shall have procedures in place designating authorized members to accept an infant 90 days or younger that is surrendered to the Department pursuant to the Safe Haven for Infants Act. Procedures should include arranging for necessary medical services to the infant and to the person leaving the infant, if necessary (NMSA § 24-22-4).

Upon acceptance, the member should provide the person leaving the infant with (NMSA § 24-22-4):

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(a) Information about adoption services, including the availability of private adoption services.

(b) Brochures or telephone numbers for agencies that provide adoption services or counseling service.

(c) Written information regarding whom to contact at PSD if the parent decides to seek reunification with the infant.

The member shall ask the person leaving the infant whether the infant has a parent who is either a member of an Indian tribe or is eligible for membership in an Indian tribe, but the person leaving the infant is not required to provide that information (NMSA § 24-22-4).

PSD shall be immediately notified and provided with all available information regarding the child and the parents, including the identity of the child and the parents, the location of the parents, and the child's medical records (NMSA § 24-22-4).

A person leaving an infant is not subject to criminal prosecution for abandonment or abuse if the infant was born 90 days of being left, as determined within a reasonable degree of medical certainty, and if the infant is left in a condition that would not constitute abandonment or abuse of a child pursuant to NMSA § 30-6-1.

312.7 MEDICAL EXAMINATIONS

If the child has been the victim of abuse that requires a medical examination, the investigating officer should obtain consent for such examination from the appropriate parent, guardian, or agency having legal custody of the child. The officer should also arrange for the child's transportation to the appropriate medical facility.

In cases where the alleged offender is the custodial parent or guardian and is refusing consent for the medical examination, officers should notify a supervisor before proceeding. If exigent circumstances do not exist or if state law does not provide for officers to take the child for a medical examination, the notified supervisor should consider obtaining a court order for such an examination.

312.8 DRUG-ENDANGERED CHILDREN

A coordinated response by law enforcement and social services agencies is appropriate to meet the immediate and longer-term medical and safety needs of children exposed to the manufacturing, trafficking, or use of narcotics.

312.8.1 CHIEF OF POLICE RESPONSIBILITIES

The Chief of Police or the authorized designee should:

(a) Work with professionals from the appropriate agencies, including PSD, other law enforcement agencies, medical service providers, and local prosecutors to develop community-specific procedures for responding to situations where there are children endangered by their exposure to methamphetamine labs or the manufacture and trafficking of other drugs.

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(b) Activate any available interagency response when an officer notifies the Chief of Police or the authorized designee that the officer has responded to a drug lab or other narcotics crime scene where a child is present or where evidence indicates that a child lives at the scene.

(c) Develop a report format or checklist for use when officers respond to drug labs or other narcotics crime scenes. The checklist will help officers document the environmental, medical, social, and other conditions that may affect the child.

312.8.2 OFFICER RESPONSIBILITIES

Officers responding to a drug lab or other narcotics crime scene where a child is present or where there is evidence that a child lives should:

(a) Document the environmental, medical, social, and other conditions of the child using photography as appropriate and the checklist or form developed for this purpose.

(b) Notify the Chief of Police so an interagency response can begin.

312.9 TRAINING

The Department should provide training on best practices in child abuse investigations to members tasked with investigating these cases. The training should include:

(a) Participating in multidisciplinary investigations, as appropriate.

(b) Conducting forensic interviews.

(c) Availability of therapy services for children and families.

(d) Availability of specialized forensic medical exams.

(e) Cultural competence (including interpretive services) related to child abuse investigations.

(f) Availability of victim advocate or guardian ad litem support.

(g) Recognizing abuse that requires mandatory notification to another agency.

312.9.1 REQUIRED TRAINING

Child abuse incident training shall be included as a component of in-service training annually for certified officers (NMSA § 29-7-4.2; 10.29.7.8 NMAC).

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Adult Abuse

313.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the investigation and reporting of suspected abuse of certain adults who may be more vulnerable than others. This policy also addresses mandatory notification for Truth or Consequences Police Department members as required by law.

313.1.1 DEFINITIONS

Definitions related to this policy include:

Adult abuse - Any offense or attempted offense involving violence or neglect of an adult victim when committed by a person responsible for the adult's care, or any other act that would mandate reporting or notification to a social service agency or law enforcement.

Incapacitated adult - An adult 18 years of age or older with a mental, physical, or developmental condition that substantially impairs the adult's ability to provide adequately for the adult's own care or protection (NMSA § 27-7-16).

313.2 POLICY

The Truth or Consequences Police Department will investigate all reported incidents of alleged adult abuse and ensure proper reporting and notification as required by law.

313.3 MANDATORY NOTIFICATION

Members of the Truth or Consequences Police Department shall notify Adult Protective Services (APS) when there is reasonable cause to believe that an incapacitated adult is being abused, neglected, or exploited (NMSA § 27-7-30).

For purposes of notification, abuse means knowingly, intentionally, or negligently and without justifiable cause inflicting physical pain, injury, or mental anguish; the intentional deprivation by a caretaker or other person of services necessary to maintain the mental and physical health of an adult; or sexual abuse, including criminal sexual contact, incest, and criminal sexual penetration. Neglect means the failure of the caretaker of an adult to provide for the basic needs of the adult such as clothing, food, shelter, supervision, and care for the physical and mental health of the adult. Neglect includes self-neglect. Exploitation means an unjust or improper use of an adult's money or property for another person's profit or advantage, pecuniary or otherwise (NMSA § 27-7-16).

313.3.1 NOTIFICATION PROCEDURE

Notification should occur as soon as practicable to APS and may be made orally or in writing. Notice shall include the following (NMSA § 27-7-30):

(a) Name, age, and address of the adult

(b) Name and address of any other person responsible for the adult's care

(c) The nature and extent of the adult's condition

(d) The basis of the reporter's knowledge and other relevant information

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313.4 QUALIFIED INVESTIGATORS

Qualified investigators should be available to investigate cases of adult abuse. These investigators should:

(a) Conduct interviews in appropriate interview facilities.

(b) Be familiar with forensic interview techniques specific to adult abuse investigations.

(c) Present all cases of alleged adult abuse to the prosecutor for review.

(d) Coordinate with other enforcement agencies, social service agencies, and facility administrators as needed.

(e) Provide referrals to therapy services, victim advocates, guardians, and support for the victim and family as appropriate.

(f) Participate in or coordinate with multidisciplinary investigative teams as applicable.

313.5 INVESTIGATIONS AND REPORTING

All reported or suspected cases of adult abuse require investigation and a report, even if the allegations appear unfounded or unsubstantiated.

Investigations and reports related to suspected cases of adult abuse should address, as applicable:

(a) The overall basis for the contact. This should be done by the investigating officer in all circumstances where a suspected adult abuse victim is contacted.

(b) Any relevant statements the victim may have made and to whom the victim made the statements.

(c) If a person is taken into protective custody, the reasons, the name, and title of the person making the decision, and why other alternatives were not appropriate.

(d) Documentation of any visible injuries or any injuries identified by the victim. This should include photographs of such injuries, if practicable.

(e) Whether the victim was transported for medical treatment or a medical examination.

(f) Whether the victim identified a household member as the alleged perpetrator, and a list of the names of any other potential victims or witnesses who may reside in the residence.

(g) Identification of any prior related reports or allegations of abuse, including other jurisdictions, as reasonably known.

(h) Previous addresses of the victim and suspect.

(i) Other potential witnesses who have not yet been interviewed, such as relatives or others close to the victim's environment.

Any unexplained death of an adult who was in the care of a guardian or caretaker should be considered as potential adult abuse and investigated similarly.

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313.6 PROTECTIVE CUSTODY

Before taking an adult abuse victim into protective custody when facts indicate the adult may not be able to care for themself, the officer should make reasonable attempts to contact APS. Generally, removal of an adult abuse victim from their family, guardian, or other responsible adult should be left to the welfare authorities when they are present or have become involved in an investigation.

Generally, members of this department should remove an adult abuse victim from their family or guardian without a court order only when no other effective alternative is reasonably available and immediate action reasonably appears necessary to protect the victim. Prior to taking an adult abuse victim into protective custody, the officer should take reasonable steps to deliver the adult to another qualified legal guardian, unless it reasonably appears that the release would endanger the victim or result in abduction. If this is not a reasonable option, the officer shall ensure that the adult is delivered to APS.

Whenever practicable, the officer should inform a supervisor of the circumstances prior to taking an adult abuse victim into protective custody. If prior notification is not practicable, officers should contact a supervisor promptly after taking the adult into protective custody.

Protective custody of an adult abuse victim may only occur in the following situations:

(a) Pursuant to an emergency protective order (NMSA § 27-7-25).

(b) When, from personal observation of the officer, it appears probable that an incapacitated adult will suffer immediate and irreparable physical injury or death if not immediately placed in a facility, that the adult is unable to give consent as defined by NMSA § 27-7-16, and that it is not possible due to the emergency nature of the circumstances to obtain an emergency protective order, the officer may transport the adult to a facility and shall then immediately notify APS of the placement (NMSA § 27-7-25.1).

When adult abuse victims are under state control, have a state-appointed guardian, or there are other legal holdings for guardianship, it may be necessary or reasonable to seek a court order on behalf of the adult victim to either remove the adult from a dangerous environment (protective custody) or restrain a person from contact with the adult.

313.7 MEDICAL EXAMINATIONS

When an adult abuse investigation requires a medical examination, the investigating officer should obtain consent for such examination from the victim, guardian, agency, or entity having legal custody of the adult. The officer should also arrange for the adult's transportation to the appropriate medical facility.

In cases where the alleged offender is a family member, guardian, agency, or entity having legal custody and is refusing to give consent for the medical examination, officers should notify a supervisor before proceeding. The supervisor should consider other government agencies or services that may obtain a court order for such an examination.

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313.8 DRUG-ENDANGERED VICTIMS

A coordinated response by law enforcement and social services agencies is appropriate to meet the immediate and longer-term medical and safety needs of an adult abuse victim who has been exposed to the manufacturing, trafficking, or use of narcotics.

313.8.1 CHIEF OF POLICE RESPONSIBILITIES

The Chief of Police or the authorized designee should:

(a) Work with professionals from the appropriate agencies, including APS, other law enforcement agencies, medical service providers, and local prosecutors to develop community-specific procedures for responding to situations where there are adult abuse victims endangered by exposure to methamphetamine labs or the manufacture and trafficking of other drugs.

(b) Activate any available interagency response when an officer notifies the Chief of Police that the officer has responded to a drug lab or other narcotics crime scene where an adult abuse victim is present or where evidence indicates that an adult abuse victim lives at the scene.

(c) Develop a report format or checklist for use when officers respond to drug labs or other narcotics crime scenes. The checklist will help officers document the environmental, medical, social, and other conditions that may affect the adult.

313.8.2 OFFICER RESPONSIBILITIES

Officers responding to a drug lab or other narcotics crime scene where an adult abuse victim is present or where there is evidence that an adult abuse victim lives should:

(a) Document the environmental, medical, social, and other conditions of the adult, using photography as appropriate and the checklist or form developed for this purpose.

(b) Notify the Chief of Police so an interagency response can begin.

313.9 TRAINING

The Department should provide training on best practices in adult abuse investigations to members tasked with investigating these cases. The training should include:

(a) Participating in multidisciplinary investigations, as appropriate.

(b) Conducting interviews.

(c) Availability of therapy services for adults and families.

(d) Availability of specialized forensic medical exams.

(e) Cultural competence (including interpretive services) related to adult abuse investigations.

(f) Availability of victim advocates or other support.

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Discriminatory Harassment

314.1 PURPOSE AND SCOPE

The purpose of this policy is to prevent department members from being subjected to discriminatory harassment, including sexual harassment and retaliation. Nothing in this policy is intended to create a legal or employment right or duty that is not created by law.

314.2 POLICY

The Truth or Consequences Police Department is an equal opportunity employer and is committed to creating and maintaining a work environment that is free of all forms of discriminatory harassment, including sexual harassment and retaliation. The Department will not tolerate discrimination against a member in hiring, promotion, discharge, compensation, fringe benefits, and other privileges of employment. The Department will take preventive and corrective action to address any behavior that violates this policy or the rights and privileges it is designed to protect.

The nondiscrimination policies of the Department may be more comprehensive than state or federal law. Conduct that violates this policy may not violate state or federal law but still could subject a member to discipline.

314.3 DEFINITIONS

Definitions related to this policy include:

314.3.1 DISCRIMINATION

The Department prohibits all forms of discrimination, including any employment-related action by a member that adversely affects an applicant or member and is based on actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law.

Discriminatory harassment, including sexual harassment, is verbal or physical conduct that demeans or shows hostility or aversion toward an individual based upon that individual's protected class. It has the effect of interfering with an individual's work performance or creating a hostile or abusive work environment.

Conduct that may, under certain circumstances, constitute discriminatory harassment can include making derogatory comments; making crude and offensive statements or remarks; making slurs or off-color jokes; stereotyping; engaging in threatening acts; making indecent gestures, pictures, cartoons, posters, or material; making inappropriate physical contact; or using written material or department equipment and/or systems to transmit or receive offensive material, statements, or pictures. Such conduct is contrary to department policy and to a work environment that is free of discrimination.

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314.3.2 RETALIATION
Retaliation is treating a person differently or engaging in acts of reprisal or intimidation against the person because the person has engaged in protected activity, filed a charge of discrimination, participated in an investigation, or opposed a discriminatory practice. Retaliation will not be tolerated.

314.3.3 SEXUAL HARASSMENT
The Department prohibits all forms of discrimination and discriminatory harassment, including sexual harassment. It is unlawful to harass an applicant or a member because of that person's sex.

Sexual harassment includes but is not limited to unwelcome sexual advances, requests for sexual favors, or other verbal, visual, or physical conduct of a sexual nature when:

(a) Submission to such conduct is made either explicitly or implicitly as a term or condition of employment, position, or compensation.

(b) Submission to, or rejection of, such conduct is used as the basis for any employment decisions affecting the member.

(c) Such conduct has the purpose or effect of substantially interfering with a member's work performance or creating an intimidating, hostile, or offensive work environment.

314.3.4 ADDITIONAL CONSIDERATIONS
Discrimination and discriminatory harassment do not include actions that are in accordance with established rules, principles, or standards, including:

(a) Acts or omission of acts based solely upon bona fide occupational qualifications under the Equal Employment Opportunity Commission and the New Mexico Human Rights Bureau guidelines.

(b) Bona fide requests or demands by a supervisor that the member improve the member's work quality or output, that the member report to the job site on time, that the member comply with city or department rules or regulations, or any other appropriate work-related communication between supervisor and member.

314.4 RESPONSIBILITIES
This policy applies to all department members, who shall follow the intent of these guidelines in a manner that reflects department policy, professional standards, and the best interest of the Department and its mission.

Members are encouraged to promptly report any discriminatory, retaliatory, or harassing conduct or known violations of this policy to a supervisor. Any member who is not comfortable with reporting violations of this policy to the member's immediate supervisor may bypass the chain of command and make the report to a higher-ranking supervisor or manager. Complaints may also be filed with the Chief of Police, the Human Resources, or the City Manager.

Any member who believes, in good faith, that the member has been discriminated against, harassed, or subjected to retaliation, or who has observed harassment, discrimination, or

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retaliation, is encouraged to promptly report such conduct in accordance with the procedures set forth in this policy.

Supervisors and managers receiving information regarding alleged violations of this policy shall determine if there is any basis for the allegation and shall proceed with a resolution as stated below.

314.4.1 QUESTIONS OR CLARIFICATION

Members with questions regarding what constitutes discrimination, sexual harassment, or retaliation are encouraged to contact a supervisor, a manager, the Chief of Police, the Human Resources, or the City Manager for further information, direction, or clarification.

314.4.2 SUPERVISOR RESPONSIBILITIES

The responsibilities of supervisors and managers shall include but are not limited to:

(a) Continually monitoring the work environment and striving to ensure that it is free from all types of unlawful discrimination, including harassment or retaliation.

(b) Taking prompt, appropriate action within their work units to avoid and minimize the incidence of any form of discrimination, harassment, or retaliation.

(c) Ensuring that their subordinates understand their responsibilities under this policy.

(d) Ensuring that members who make complaints or who oppose any unlawful employment practices are protected from retaliation and that such matters are kept confidential to the extent possible.

(e) Making a timely determination regarding the substance of any allegation based upon all available facts.

(f) Notifying the Chief of Police or the Human Resources in writing of the circumstances surrounding any reported allegations or observed acts of discrimination, harassment, or retaliation no later than the next business day.

314.4.3 SUPERVISOR'S ROLE

Supervisors and managers shall be aware of the following:

(a) Behavior of supervisors and managers should represent the values of the Department and professional standards.

(b) False or mistaken accusations of discrimination, harassment, or retaliation can have negative effects on the careers of innocent members.

Nothing in this section shall be construed to prevent supervisors or managers from discharging supervisory or management responsibilities, such as determining duty assignments, evaluating or counseling members, or issuing discipline in a manner that is consistent with established procedures.

314.5 INVESTIGATION OF COMPLAINTS

Various methods of resolution exist. During the pendency of any such investigation, the supervisor of the involved member should take prompt and reasonable steps to mitigate or eliminate

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any continuing abusive or hostile work environment. It is the policy of the Department that all complaints of discrimination, retaliation, or harassment shall be fully documented, and promptly and thoroughly investigated.

314.5.1 SUPERVISOR RESOLUTION

Members who believe they are experiencing discrimination, harassment, or retaliation should be encouraged to inform the individual that the behavior is unwelcome, offensive, unprofessional, or inappropriate. However, if the member feels uncomfortable or threatened or has difficulty expressing the member's concern, or if this does not resolve the concern, assistance should be sought from a supervisor or the Chief of Police.

314.5.2 FORMAL INVESTIGATION

If the complaint cannot be satisfactorily resolved through the supervisory resolution process, a formal investigation will be conducted.

The person assigned to investigate the complaint will have full authority to investigate all aspects of the complaint. Investigative authority includes access to records and the cooperation of any members involved. No influence will be used to suppress any complaint and no member will be subject to retaliation or reprisal for filing a complaint, encouraging others to file a complaint, or for offering testimony or evidence in an investigation.

Formal investigation of the complaint will be confidential to the extent possible and will include but is not limited to details of the specific incident, frequency and dates of occurrences, and names of any witnesses. Witnesses will be advised regarding the prohibition against retaliation, and that a disciplinary process, up to and including termination, may result if retaliation occurs.

Members who believe they have been discriminated against, harassed, or retaliated against because of their protected status are encouraged to follow the chain of command but may also file a complaint directly with the Chief of Police, the Human Resources, or the City Manager.

314.5.3 ALTERNATIVE COMPLAINT PROCESS

No provision of this policy shall be construed to prevent any member from seeking legal redress outside the Department. Members who believe that they have been harassed, discriminated against, or retaliated against are entitled to bring complaints of employment discrimination to federal, state, and/or local agencies responsible for investigating such allegations. Specific time limitations apply to the filing of such charges. Members are advised that proceeding with complaints under the provisions of this policy does not in any way affect those filing requirements.

314.6 DOCUMENTATION OF COMPLAINTS

All complaints or allegations shall be thoroughly documented on the appropriate forms and in a manner designated by the Chief of Police. The outcome of all reports shall be:

(a) Approved by the Chief of Police, the City Manager, or the Human Resources, depending on the ranks of the involved parties.

(b) Maintained in accordance with the established records retention schedule.

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314.6.1 NOTIFICATION OF DISPOSITION
The complainant and/or victim will be notified in writing of the disposition of the investigation and the actions taken to remedy or address the circumstances giving rise to the complaint.

314.7 TRAINING
All new members shall be provided with a copy of this policy as part of their orientation. The policy shall be reviewed with each new member. The member shall certify by signing the prescribed form that the member has been advised of this policy, is aware of and understands its contents, and agrees to abide by its provisions during the member's term with the Department.

All members shall receive annual training on the requirements of this policy and shall certify by signing the prescribed form that they have reviewed the policy, understand its contents, and agree that they will continue to abide by its provisions.

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Missing Persons

315.1 PURPOSE AND SCOPE

This policy provides guidance for missing person investigations.

315.1.1 DEFINITIONS

Definitions related to this policy include (NMSA § 29-15-2):

Child - A person under the age of 18 years who is not emancipated.

Clearinghouse - The Department of Public Safety Missing Persons Information Clearinghouse

Endangered person - Includes persons who:

(a) Are 13 years of age or younger.

(b) Regardless of age, are believed or determined to be experiencing one or more of the following circumstances:

1. Out of the zone of safety for their chronological age and developmental stage
2. Mentally or behaviorally disabled
3. Drug dependent, including prescribed medication and/or illegal substances, and the dependency is potentially life-threatening
4. Absent from home for more than 24 hours before being reported to law enforcement as missing
5. In a life-threatening situation
6. In the company of others who could endanger their welfare
7. Absent in a way that is inconsistent with established patterns of behavior and cannot be readily explained. Most children have an established and reasonably predictable routine.
8. Involved in a situation that would cause a reasonable person to conclude the person should be considered endangered
9. In imminent danger of causing harm to themselves or another
10. In imminent danger of being harmed by another or who has been harmed by another
11. A victim of a crime as provided in the Crimes Against Household Members Act
12. Is or was protected by an order of protection pursuant to the Family Violence Act
13. Has a development disability as defined by NMSA § 28-16A-5 and that person's health or safety is at risk

Missing person - Any person who is reported missing to law enforcement when that person's location is unknown to the person's custodian or immediate family member and the circumstances of whose absence indicates that:

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(a) The person did not leave the care and control of the custodian or immediate family member voluntarily, and the taking of the person was not authorized by law.

(b) The person voluntarily left the care and control of the custodian without the custodian's consent and without intent to return.

Missing person networks - Databases or computer networks that are available to law enforcement and are suitable for obtaining information related to missing person investigations. This includes the National Crime Information Center (NCIC), the National Missing and Unidentified Persons System (NamUs), and the Clearinghouse.

315.2 POLICY

The Truth or Consequences Police Department does not consider any report of a missing person to be routine and assumes that the missing person is in need of immediate assistance until an investigation reveals otherwise. Priority shall be given to missing person cases over property-related cases. Members will initiate an investigation into all reports of missing persons, regardless of the length of time the person has been missing.

315.3 REQUIRED FORMS AND BIOLOGICAL SAMPLE COLLECTION KITS

The Chief of Police or the authorized designee shall ensure the following forms and kits are developed and available:

- Missing person report form (NMSA § 29-15-6)
- Missing person investigation checklist that provides investigation guidelines and resources that could be helpful in the early hours of a missing person investigation
- Missing person school notification form
- Medical records release form
- Dental records release form
- Biological sample collection kits

315.4 ACCEPTANCE OF REPORTS

Any member encountering an individual who wishes to report a missing person or runaway shall render assistance without delay. This can be accomplished by accepting the report via telephone, electronic media, other indirect methods of communication, or in-person and initiating the investigation (NMSA § 29-15-6; NMSA § 29-15-7).

Those members who do not take such reports or who are unable to give immediate assistance shall promptly dispatch or alert a member who can take the report.

A report shall be accepted in all cases and regardless of where the person was last seen, where the person resides, or any question of jurisdiction.

A copy of the missing person report form shall be filed with the Clearinghouse (NMSA § 29-15-6).

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315.5 INITIAL INVESTIGATION

Officers or other members conducting the initial investigation of a missing person should take the following investigative actions, as applicable:

(a) Respond to a dispatched call as soon as practicable, but no later than two hours after receiving the report (NMSA § 29-15-7).

(b) Interview the reporting party and any witnesses to determine whether the person qualifies as a missing person and, if so, whether the person may be endangered.

1. If the missing person is determined to be an endangered person, notify the New Mexico Department of Public Safety pursuant to their procedures (NMSA § 29-15-7).

(c) Notify a supervisor immediately if there is evidence that a missing person is either endangered or may qualify for a public alert, or both (see the Public Alerts Policy).

(d) Broadcast a "Be on the Look-Out" (BOLO) bulletin if the person is an endangered person. The BOLO should be broadcast as soon as practicable but in no event more than one hour after determining the missing person is an endangered person.

(e) Ensure that entries are made into the appropriate missing person networks:

1. Immediately, when the missing person is endangered.

2. In all other cases, as soon as practicable, but not later than two hours from the time of the initial report (34 USC § 41308; NMSA § 29-15-7; NMSA § 29-15-7.1).

(f) Complete the appropriate report forms accurately and completely and initiate a search as applicable according to the facts.

(g) Collect and/or review:

1. A photograph and fingerprint card of the missing person, if available.

2. A voluntarily provided biological sample of the missing person, if available (e.g., toothbrush, hairbrush).

3. Any documents that may assist in the investigation, such as court orders regarding custody.

4. A dental record release form as provided by NMSA § 29-15-8.

5. Any other evidence that may assist in the investigation, including personal electronic devices (e.g., cell phones, computers).

(h) Provide to the Clearinghouse all information the Department has relating to an investigation regarding or the location or identification of a missing person within two hours of receiving a missing person report (NMSA § 29-15-7).

1. Information not immediately available shall be obtained as soon as possible and then entered into the Clearinghouse and NCIC as a supplement to the original entry no later than two hours after receipt.

(i) Notify the state registrar (as defined by NMSA § 29-15-2) of a missing child within 24 hours followed by written notification within three days in the manner and form prescribed by the state registrar (NMSA § 29-15-7.1).

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(j) When circumstances permit and if appropriate, attempt to determine the missing person's location through their telecommunications carrier (NMSA § 10-16F-3).

(k) Contact the appropriate agency if the report relates to a missing person report previously made to another agency and that agency is actively investigating the report. When this is not practicable, the information should be documented in an appropriate report for transmission to the appropriate agency. If the information relates to an endangered missing person, the member should notify a supervisor and proceed with reasonable steps to locate the missing person.

315.6 REPORT PROCEDURES AND ROUTING

Members should complete all missing person reports and forms promptly and advise the appropriate supervisor as soon as a missing person report is ready for review.

315.6.1 SUPERVISOR RESPONSIBILITIES

The responsibilities of the supervisor shall include but are not limited to:

(a) Reviewing and approving missing person reports upon receipt.

1. The reports should be promptly sent to the Records Section.

(b) Ensuring resources are deployed as appropriate.

(c) Initiating a command post as needed.

(d) Ensuring applicable notifications and public alerts are made and documented.

(e) Ensuring that records have been entered into the appropriate missing person networks.

(f) Taking reasonable steps to identify and address any jurisdictional issues to ensure cooperation among agencies.

1. If the case falls within the jurisdiction of another agency, the supervisor should facilitate transfer of the case to the agency of jurisdiction.

315.6.2 RECORDS SECTION RESPONSIBILITIES

The responsibilities of the Records Section receiving member shall include but are not limited to:

(a) As soon as reasonable under the circumstances, notifying and forwarding a copy of the report to the agency of jurisdiction for the missing person's residence in cases where the missing person is a resident of another jurisdiction.

(b) Notifying and forwarding a copy of the report to the agency of jurisdiction where the missing person was last seen.

(c) Notifying and forwarding a copy of the report to the agency of jurisdiction for the missing person's intended or possible destination, if known.

(d) Forwarding a copy of the report to the responsible investigator.

(e) Coordinating with the National Crime Information Center (NCIC) Terminal Contractor for New Mexico to have the missing person record in the NCIC computer networks updated with additional information obtained from missing person investigations (34 USC § 41308).

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315.7 INVESTIGATOR FOLLOW-UP

In addition to completing or continuing any actions listed above, the investigator assigned to a missing person investigation:

(a) Should ensure that the missing person's school is notified within 10 days if the missing person is a child.

1. The notice shall be in writing and should also include a photograph.
2. The investigator should meet with school officials as appropriate to stress the importance of including the notice in the child's student file, along with the investigator's contact information, if the school receives a call requesting the transfer of the missing child's files to another school.

(b) Should recontact the reporting party and/or other witnesses within 30 days of the initial report and within 30 days thereafter to keep them informed, as appropriate, and to determine if any additional information has become available.

(c) Should consider contacting other agencies involved in the case to determine if any additional information is available.

(d) Shall verify and update the Clearinghouse, NCIC, NamUs, and any other applicable missing person networks within 30 days of the original entry into the networks and every 30 days thereafter until the missing person is located (34 USC § 41308).

(e) Should continue to make reasonable efforts to locate the missing person and document these efforts at least every 30 days.

(f) Shall maintain a close liaison with state and local child welfare systems and the National Center for Missing and Exploited Children (NCMEC) if the missing person is under the age of 21 and shall promptly notify NCMEC when the person is missing from a foster care family home or childcare institution (34 USC § 41308).

(g) Should make appropriate inquiry with the Office of Medical Investigator (OMI).

(h) Should obtain and forward medical and dental records, photos, X-rays, and biological samples, as applicable.

1. If dental records are unable to be collected by a release form, the investigator shall seek the records pursuant to the federal Health Insurance Portability and Accountability Act of 1996 that allows disclosure of health information for law enforcement purposes (NMSA § 29-15-8).
2. Dental records shall be forwarded to the Clearinghouse (NMSA § 29-15-8).

(i) Shall attempt to obtain the most recent photograph for persons under 18 years of age if it has not been obtained previously, forward the photograph to the Clearinghouse, and enter the photograph into applicable missing person networks (34 USC § 41308).

(j) In the case of an endangered missing person or a person who has been missing for an extended time, should consult with a supervisor regarding seeking federal assistance from the FBI and the U.S. Marshals Service (28 USC § 566).

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(k) Shall notify the Office of the State Medical Investigator when notice is received from the Clearinghouse of a possible match between human remains and a missing person description (NMSA § 29-15-9).

(l) Upon receiving notice from the Clearinghouse of a possible match of unidentified remains that matches a description of a missing person, the investigator shall make arrangements for positive identification. If a positive identification is made, the investigator shall complete and close the investigation with written notification to the Clearinghouse (NMSA § 29-15-9).

315.8 WHEN A MISSING PERSON IS FOUND

When any person reported missing is found, the assigned investigator shall document the location of the missing person in the appropriate report, notify the relatives and/or reporting party, as appropriate, and other involved agencies, and refer the case for additional investigation if warranted.

The Records Clerk shall ensure that, upon receipt of information that a missing person has been located, the following occurs:

(a) The Clearinghouse is notified.

1. If the missing person is endangered, the Clearinghouse should be notified within 24 hours that the person has been found.

(b) The missing child's school is notified.

(c) Entries are made in the applicable missing person networks (NMSA § 29-15-7.1).

(d) The state registrar is notified in writing within 24 hours that the missing child has been found (NMSA § 29-15-7.1).

(e) Any other law enforcement agency that took the initial report or participated in the investigation is notified.

1. When the missing person is a child and is located or returned by this department and not subject to the department jurisdiction, notification shall be immediately made to the law enforcement agency having jurisdiction over the investigation (NMSA § 29-15-7.1).

315.8.1 UNIDENTIFIED PERSONS

Members investigating a case of an unidentified person who is deceased or a living person who cannot assist in identifying themself should:

(a) Obtain a complete description of the person.

(b) Enter the unidentified person's description into the NCIC Unidentified Person File and the NamUs databases as appropriate.

(c) Use available resources, such as those related to missing persons, to identify the person.

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315.9 CUSTODIAN OR IMMEDIATE FAMILY MEMBER REQUEST FOR INFORMATION

Upon request by a custodian or immediate family member, the Department shall immediately request from the Clearinghouse information concerning the missing person that may aid the custodian or immediate family members in the identification or location of the missing person (NMSA § 29-15-5).

Results received from the Clearinghouse shall be provided to the custodian or immediate family member within seven calendar days of the request or as soon as the results of the inquiry become available, whichever occurs last.

Information shall not be provided to a custodian or immediate family member if the missing person (NMSA § 29-15-5):

(a) Is not a minor, has been found, and has informed the Department or Clearinghouse that they request confidentiality regarding their status and location.

    1. If the person requesting confidentiality regarding their status and location has a custodian appointed by a judge, the Department shall inform the court that the person has been found and has requested confidentiality.

    2. The Department shall also report to the custodian that the person has been found unless there is competent evidence that to do so may cause harm to the incapacitated person.

315.10 CASE CLOSURE

A supervisor may authorize the closure of a missing person case after considering the following:

(a) Closure is appropriate when the missing person is confirmed returned or evidence matches an unidentified person or body.

(b) If the missing person is a resident of Truth or Consequences, or this department is the lead agency, the case should be kept under active investigation for as long as the person may still be alive. Exhaustion of leads in the investigation should not be a reason for closing a case.

(c) If this department is not the lead agency, the case can be made inactive if all investigative leads have been exhausted, the lead agency has been notified, and entries are made in the applicable missing person networks, as appropriate.

(d) A missing person case should not be closed or reclassified because the person would have reached a certain age or adulthood or because the person is now the subject of a criminal or civil warrant.

315.11 TRAINING

Subject to available resources, the Training Manager should ensure that members of this department whose duties include missing person investigations and reports receive training that includes:

(a) The initial investigation:

    1. Assessments and interviews

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2. Use of current resources, such as Mobile Audio/Video (MAV)
3. Confirming missing status and custody status of minors
4. Evaluating the need for a heightened response
5. Identifying the zone of safety based on chronological age and developmental stage

(b) Briefing of department members at the scene.

(c) Identifying NCIC Missing Person File categories (e.g., disability, endangered, involuntary, juvenile, and catastrophe) and NamUs databases.

(d) Verifying the accuracy of all descriptive information.

(e) Initiating a neighborhood investigation.

(f) Investigating any relevant recent family dynamics.

(g) Addressing conflicting information.

(h) Key investigative and coordination steps.

(i) Managing a missing person case.

(j) Additional resources and specialized services.

(k) Update procedures for case information and descriptions.

(l) Preserving scenes.

(m) Internet and technology issues (e.g., internet use, cell phone use).

(n) Media relations.

315.11.1 REQUIRED TRAINING

Missing persons training shall be included as a component of in-service training annually for certified officers (NMSA § 29-7-7.4; 10.29.7.8 NMAC).

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Public Alerts

316.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for alerting the public to important information and soliciting public aid when appropriate.

316.2 POLICY

Public alerts may be employed using the Emergency Alert System (EAS), local radio, television, and press organizations, and other groups to notify the public of incidents, or enlist the aid of the public, when the exchange of information may enhance the safety of the community. Various types of alerts may be available based upon each situation and the alert system's individual criteria.

316.3 RESPONSIBILITIES

316.3.1 MEMBER RESPONSIBILITIES

Members of the Truth or Consequences Police Department should notify their supervisors or the Chief of Police as soon as practicable upon learning of a situation where public notification, a warning, or enlisting the help of the media and the public could assist in locating a missing person, apprehending a dangerous person, or gathering information.

316.3.2 SUPERVISOR RESPONSIBILITIES

A supervisor apprised of the need for a public alert is responsible for making the appropriate notifications based upon the circumstances of each situation. The supervisor shall promptly notify the Chief of Police and the Public Information Officer when any public alert is generated.

The supervisor in charge of the investigation to which the alert relates is responsible for:

(a) Updating alerts.

(b) Canceling alerts.

(c) Ensuring all appropriate reports are completed.

(d) Preparing an after-action evaluation of the investigation to be forwarded to the Chief of Police.

316.4 AMBER ALERTS™

AMBER Alerts™ are used to provide a statewide system for the rapid dissemination of information regarding abducted children.

316.4.1 CRITERIA

The following criteria must exist before an AMBER Alert may be issued (NMSA § 29-15A-3):

(a) A child under the age of 18 has been abducted.

(b) The child is in imminent danger of serious bodily injury or death.

(c) There is specific information available about the child or the child's abductor that may assist in an expedient and successful end to the abduction.

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316.4.2 PROCEDURE
The following is the procedure for initiating an AMBER Alert (NMSA § 29-15A-4):

(a) Determine that the criteria exist for issuing an AMBER Alert.

(b) Follow the guidelines contained in the department's AMBER Alert notification plan or notify the New Mexico Department of Public Safety (DPS) in accordance with their established AMBER Alert notification plan.

(c) Notify the supervisor in charge of the investigation once the child is located so that the AMBER Alert can be terminated.

316.5 SILVER ALERTS
Silver Alerts are used to provide a statewide system for the rapid dissemination of information regarding a missing person who is 50 years of age or older or who is believed to display signs or symptoms of Alzheimer's disease or another form of dementia, cognitive decline, or impairment (NMSA § 29-15-2).

316.5.1 CRITERIA
The following criteria must exist before a Silver Alert may be issued (NMSA § 29-15-2):

(a) The person has been determined to be missing as defined by state law.

(b) The person either:

1. Is 50 years of age or older.

2. Is believed to display signs or symptoms of Alzheimer's disease or another form of dementia, cognitive decline, or impairment.

316.5.2 PROCEDURE
The following is the procedure for initiating a Silver Alert (NMSA § 29-15-3.2):

(a) Determine that the criteria exist for issuing a Silver Alert.

(b) Notify DPS in accordance with their established Silver Alert notification plan.

(c) Notify the supervisor in charge of the investigation once the person is located so that the Silver Alert can be terminated.

316.6 BRITTANY ALERTS
Brittany Alerts are used to provide a statewide system for the rapid dissemination of information regarding a missing person who has a developmental disability (NMSA § 29-15-2).

316.6.1 CRITERIA
The following criteria must exist before a Brittany Alert may be issued (NMSA § 29-15-2):

(a) The person has been determined to be missing as defined by state law.

(b) The person has a developmental disability as defined by NMSA § 28-16A-6.

(c) The person's health or safety is at risk.

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316.6.2 PROCEDURE
The following is the procedure for initiating a Brittany Alert (NMSA § 29-15-3.3):

(a) Determine that the criteria exist for issuing a Brittany Alert.

(b) Notify DPS in accordance with their established Brittany Alert procedures.

(c) Notify the supervisor in charge of the investigation once the person is located so that the Brittany Alert can be terminated.

316.7 ENDANGERED PERSON ADVISORIES
Endangered Person Advisories are used to provide a statewide system for the rapid dissemination of information regarding an endangered person.

316.7.1 CRITERIA
The following criteria must exist before an Endangered Person Advisory may be initiated (NMSA § 29-15-2):

(a) The person has been determined to be missing as defined by state law.

(b) The person either:

1. Has been harmed by another or is in imminent danger of being harmed by another or causing harm to themself or another.
2. Has been a victim of a crime as provided in the Crimes Against Household Members Act or in NMSA § 30-3A-3 or NMSA § 30-3A-3.1, or their equivalents in any other jurisdiction.
3. Is or was protected by an order of protection pursuant to the Family Violence Protection Act.
4. Has Alzheimer's disease, dementia, or another degenerative brain disorder or a brain injury.
5. Has a developmental disability as defined in NMSA § 28-16A-6, and the person's health or safety is at risk.

316.7.2 PROCEDURE
The following is the procedure for initiating an Endangered Person Advisory (NMSA § 29-15-3.1):

(a) Determine that the criteria exist for an Endangered Person Advisory.

(b) Notify DPS in accordance with their established Endangered Person Advisory procedures.

(c) Notify the supervisor in charge of the investigation once the person is located so that the Endangered Person Advisory can be terminated.

316.8 TURQUOISE ALERTS
Turquoise Alerts are used to provide a statewide system for the rapid dissemination of information regarding a missing American Indian (NMSA § 29-15-2).

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316.8.1 CRITERIA

The following criteria must exist before a Turquoise Alert may be issued (NMSA § 29-15-2):

(a) The missing person is enrolled or eligible for enrollment in a federally or state-recognized Indian nation, tribe, or pueblo.

(b) The person either:

1. Is missing due to involuntary, unexplained, or suspicious circumstances.
2. Is at risk due to safety or health concerns.
3. Suffers from a mental or physical disability or substance abuse disorder.

316.8.2 PROCEDURE

The following is the procedure for initiating a Turquoise Alert (NMSA § 29-15-3.5):

(a) Determine that the criteria exist for issuing a Turquoise Alert.

(b) Notify DPS in accordance with their established Turquoise Alert notification plan.

(c) Notify the supervisor in charge of the investigation once the person is located so that the Turquoise Alert can be terminated.

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Victim and Witness Assistance

317.1 PURPOSE AND SCOPE

The purpose of this policy is to ensure that crime victims and witnesses receive appropriate assistance, that they are provided with information from government and private resources, and that the agency meets all related legal mandates.

317.2 POLICY

The Truth or Consequences Police Department is committed to providing guidance and assistance to the victims and witnesses of crime. The members of the Truth or Consequences Police Department will show compassion and understanding for victims and witnesses and will make reasonable efforts to provide the support and information identified in this policy.

317.3 CRIME VICTIM LIAISON

The Chief of Police may appoint a member of the Department to serve as the crime victim liaison. The crime victim liaison will be the point of contact for individuals requiring further assistance or information from the Truth or Consequences Police Department regarding benefits from crime victim resources. This person shall also be responsible for maintaining compliance with all legal mandates related to crime victims and/or witnesses.

317.4 CRIME VICTIMS

Officers should provide all victims with the applicable victim information handouts.

Officers should never guarantee a victim's safety from future harm but may make practical safety suggestions to victims who express fear of future harm or retaliation. Officers should never guarantee that a person qualifies as a victim for the purpose of compensation or restitution but may direct them to the proper written department material or available victim resources.

317.5 VICTIM INFORMATION

The division commander shall ensure that victim information handouts are available and current. These should include as appropriate:

(a) Shelters and other community resources for victims including domestic violence and sexual assault victims.

(b) Assurance that sexual assault victims will not incur out-of-pocket expenses for forensic medical exams, and information about evidence collection, storage, and preservation in sexual assault cases (34 USC § 10449; 34 USC § 20109).

(c) An advisement that a person who was arrested may be released on bond or some other form of release and that the victim should not rely upon an arrest as a guarantee of safety.

(d) A clear explanation of relevant court orders and how they can be obtained.

(e) Information regarding available compensation for qualifying victims of crime.

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(f) VINE® information (Victim Information and Notification Everyday), including the telephone number and whether this free service is available to allow victims to check on an offender's custody status and to register for automatic notification when a person is released from jail.

(g) Notice regarding U visa and T visa application processes.

(h) Resources available for victims of identity theft.

(i) A place for the officer's name, badge number, and any applicable case or incident number.

1. This shall include the following statement: "If within 30 days you are not notified of an arrest in your case, you may call (telephone number of the Truth or Consequences Police Department) to obtain information on the status of your case." (NMSA § 31-26-8).

(j) Information on medical services and crisis intervention services (NMSA § 31-26-8).

(k) The name of the district attorney for the judicial district in which the criminal offense was committed and the address and telephone number for that district attorney's office (NMSA § 31-26-8).

317.6 WITNESSES

Officers should never guarantee a witness' safety from future harm or that their identity will always remain confidential. Officers may make practical safety suggestions to witnesses who express fear of future harm or retaliation.

Officers should investigate allegations of witness intimidation and take enforcement action when lawful and reasonable.

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Hate Crimes

318.1 PURPOSE AND SCOPE

The purpose of this policy is to provide members of this department with guidelines for identifying and investigating incidents and crimes that may be motivated by hatred or other bias.

318.1.1 DEFINITIONS

Definitions related to this policy include:

Hate crime - A crime motivated by prejudice based on actual or perceived race, color, religion, national origin, ethnicity, gender, sexual orientation, gender identity or expression, or disability of the victim. This includes age and ancestry.

318.2 POLICY

The Truth or Consequences Police Department recognizes and places a high priority on the rights of all individuals guaranteed under the state and federal constitution and incorporated in state and federal law.

318.3 PREVENTION AND PREPARATION

While it is recognized that not all crime can be prevented, this department is committed to taking a proactive approach to preventing and preparing for likely hate crimes by:

(a) Making an affirmative effort to establish contact with persons and groups within the community who are likely targets of hate crimes, and forming networks that address prevention and response.

(b) Providing victim assistance and community follow-up or identifying available resources to do so.

(c) Educating community and civic groups about hate crime laws.

318.4 INVESTIGATIONS

Whenever any member of this department receives a report of a suspected hate crime or other activity that reasonably appears to involve a potential hate crime, the following should occur:

(a) Assigned officers should promptly contact the victim, witness, or reporting party to investigate the matter further, as circumstances may dictate.

(b) A supervisor should be notified of the circumstances as soon as practicable.

(c) Once the in-progress aspect of any such situation has been stabilized (e.g., treatment of victims, arrest of suspects at the scene), the assigned officers should take reasonable steps to preserve evidence that establishes a possible hate crime.

(d) Based upon available information, officers should take appropriate action to mitigate further injury or damage to potential victims or the community.

(e) Depending on the situation, the assigned officers or supervisor may request assistance from investigators or other resources.

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(f) The assigned officers should interview available witnesses, victims, and others to determine what circumstances, if any, indicate that the situation may involve a hate crime.

(g) The assigned officers should make reasonable efforts to assist the victim by providing available information on local assistance programs and organizations as required by the Victim and Witness Assistance Policy.

(h) The assigned officers should include all available evidence indicating the likelihood of a hate crime in the relevant reports. All related reports should be clearly marked "Hate Crime."

(i) The assigned officers and supervisor should take reasonable steps to ensure that any such situation does not escalate further and should provide information to the victim regarding legal aid (e.g., Temporary Protective Order) through the courts or City Attorney.

318.4.1 INVESTIGATOR RESPONSIBILITIES

The assigned investigator, or responsible officer in the absence of an assigned investigator, will be responsible for:

(a) Coordinating further investigation with the City Attorney and other appropriate law enforcement agencies.

(b) Maintaining contact with the victim and other involved individuals, as needed.

(c) Maintaining statistical data and tracking of suspected hate crimes, as indicated or required by state law.

318.5 TRAINING

All members of this department shall receive two hours of training per year on hate crime recognition and investigation (NMSA § 31-18B-5; 10.29.7.8 NMAC).

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Standards of Conduct

319.1 PURPOSE AND SCOPE

This policy establishes standards of conduct that are consistent with the values and mission of the Truth or Consequences Police Department and are expected of all department members. The standards contained in this policy are not intended to be an exhaustive list of requirements and prohibitions, but they do identify many of the important matters concerning conduct. In addition to the provisions of this policy, members are subject to all other provisions contained in this manual, as well as any additional guidance on conduct that may be disseminated by this department or a member's supervisors.

319.2 POLICY

The continued employment or appointment of every member of this department shall be based on conduct that reasonably conforms to the guidelines set forth herein. Failure to meet the guidelines set forth in this policy, whether on- or off-duty, may be cause for disciplinary action.

319.3 DIRECTIVES AND ORDERS

Members shall comply with lawful directives and orders from any department supervisor or person in a position of authority, absent a reasonable and bona fide justification.

319.3.1 UNLAWFUL OR CONFLICTING ORDERS

Supervisors shall not knowingly issue orders or directives that, if carried out, would result in a violation of any law or department policy. Supervisors should not issue orders that conflict with any previous order without making reasonable clarification that the new order is intended to countermand the earlier order.

No member is required to obey any order that appears to be in direct conflict with any federal law, state law, or local ordinance. Following a known unlawful order is not a defense and does not relieve the member from criminal or civil prosecution or administrative discipline. If the legality of an order is in doubt, the affected member shall ask the issuing supervisor to clarify the order or shall confer with a higher authority. The responsibility for refusal to obey rests with the member, who shall subsequently be required to justify the refusal.

Unless it would jeopardize the safety of any individual, members who are presented with a lawful order that is in conflict with a previous lawful order, department policy, or other directive shall respectfully inform the issuing supervisor of the conflict. The issuing supervisor is responsible for either resolving the conflict or clarifying that the lawful order is intended to countermand the previous lawful order or directive, in which case the member is obliged to comply. Members who are compelled to follow a conflicting lawful order after having given the issuing supervisor the opportunity to correct the conflict will not be held accountable for disobedience of the lawful order or directive that was initially issued.

The person countermanding the original order shall notify, in writing, the person issuing the original order, indicating the action taken and the reason.

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319.3.2 SUPERVISOR RESPONSIBILITIES

Supervisors and managers are required to follow all policies and procedures and may be subject to discipline for:

(a) Failure to be reasonably aware of the performance of their subordinates or to provide appropriate guidance and control.

(b) Failure to promptly and fully report any known misconduct of a member to their immediate supervisor or to document such misconduct appropriately or as required by policy.

(c) Directing a subordinate to violate a policy or directive, acquiescing to such a violation, or exhibiting indifference to such a violation.

(d) Exercising unequal or disparate authority toward any member for malicious or other improper purpose.

319.4 GENERAL STANDARDS

Members shall conduct themselves, whether on- or off-duty, in accordance with the United States and New Mexico constitutions and all applicable laws, ordinances, and rules enacted or established pursuant to legal authority.

Members shall familiarize themselves with policies and procedures and are responsible for compliance with each. Members should seek clarification and guidance from supervisors in the event of any perceived ambiguity or uncertainty.

Discipline may be initiated for any good cause. It is not mandatory that a specific policy or rule violation be cited to sustain discipline. This policy is not intended to cover every possible type of misconduct.

319.5 CAUSES FOR DISCIPLINE

The following are illustrative of causes for disciplinary action. This list is not intended to cover every possible type of misconduct and does not preclude the recommendation of disciplinary action for violation of other rules, standards, ethics, and specific action or inaction that is detrimental to efficient department service.

319.5.1 LAWS, RULES, AND ORDERS

(a) Violation of, or ordering or instructing a subordinate to violate, any policy, procedure, rule, order, directive, or requirement, or failure to follow instructions contained in department or City manuals.

(b) Disobedience of any legal directive or order issued by any department member of a higher rank.

(c) Violation of federal, state, local, or administrative laws, rules, or regulations.

1. Failure to intervene when required to do so will result in discipline up to an including suspension, decertification, decommission, and termination as appropriate (NMSA § 29-7D-5).

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319.5.2 ETHICS

(a) Using or disclosing one's status as a member of the Truth or Consequences Police Department in any way that could reasonably be perceived as an attempt to gain influence or authority for non-department business or activity.

(b) The wrongful or unlawful exercise of authority on the part of any member for malicious purpose, personal gain, willful deceit, or any other improper purpose.

(c) The receipt or acceptance of a reward, fee, or gift from any person for service incident to the performance of the member's duties (lawful subpoena fees and authorized work permits excepted).

(d) Acceptance of fees, gifts, or money contrary to the rules of this department and/or laws of the state.

(e) Offer or acceptance of a bribe or gratuity.

(f) Misappropriation or misuse of public funds, property, personnel, or services.

(g) Any other failure to abide by the standards of ethical conduct.

319.5.3 DISCRIMINATION, OPPRESSION, OR FAVORITISM

Unless required by law or policy, discriminating against, oppressing, or providing favoritism to any person because of actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, economic status, cultural group, veteran status, marital status, and any other classification or status protected by law, or intentionally denying or impeding another in the exercise or enjoyment of any right, privilege, power, or immunity, knowing the conduct is unlawful.

319.5.4 RELATIONSHIPS

(a) Unwelcome solicitation of a personal or sexual relationship while on-duty or through the use of one's official capacity.

(b) Engaging in on-duty sexual activity including but not limited to sexual intercourse, excessive displays of public affection, or other sexual contact.

(c) Establishing or maintaining an inappropriate personal or financial relationship, as a result of an investigation, with a known victim, witness, suspect, or defendant while a case is being investigated or prosecuted, or as a direct result of any official contact.

(d) Associating with or joining a criminal gang, organized crime, and/or criminal syndicate when the member knows or reasonably should know of the criminal nature of the organization. This includes any organization involved in a definable criminal activity or enterprise, except as specifically directed and authorized by this department.

(e) Associating on a personal, rather than official, basis with persons who demonstrate recurring involvement in serious violations of state or federal laws after the member knows or reasonably should know of such criminal activities, except as specifically directed and authorized by this department.

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319.5.5 ATTENDANCE

(a) Leaving the job to which the member is assigned during duty hours without reasonable excuse and proper permission and approval.

(b) Unexcused or unauthorized absence or tardiness.

(c) Excessive absenteeism or abuse of leave privileges.

(d) Failure to report to work or to the place of assignment at the time specified and fully prepared to perform duties without reasonable excuse.

319.5.6 UNAUTHORIZED ACCESS, DISCLOSURE, OR USE

(a) Unauthorized and inappropriate intentional release of confidential or protected information, materials, data, forms, or reports obtained as a result of the member's position with this department.

(b) Disclosing to any unauthorized person any active investigation information.

(c) The use of any information, photograph, video, or other recording obtained or accessed as a result of employment or appointment to this department for personal or financial gain or without the express authorization of the Chief of Police or the authorized designee.

(d) Loaning, selling, allowing unauthorized use, giving away, or appropriating any department property for personal use, personal gain, or any other improper or unauthorized use or purpose.

(e) Using department resources in association with any portion of an independent civil action. These resources include but are not limited to personnel, vehicles, equipment, and non-subpoenaed records.

319.5.7 EFFICIENCY

(a) Neglect of duty.

(b) Unsatisfactory work performance including but not limited to failure, incompetence, inefficiency, or delay in performing and/or carrying out proper orders, work assignments, or the instructions of supervisors without a reasonable and bona fide excuse.

(c) Concealing, attempting to conceal, removing, or destroying defective or incompetent work.

(d) Unauthorized sleeping during on-duty time or assignments.

(e) Failure to notify the Department within 24 hours of any change in residence address or contact numbers.

(f) Failure to notify the Department of Human Resources of changes in relevant personal information (e.g., information associated with benefits determination) in a timely fashion.

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319.5.8 PERFORMANCE

(a) Failure to disclose or misrepresenting material facts, or making any false or misleading statement on any application, examination form, or other official document, report or form, or during the course of any work-related investigation.

(b) The falsification of any work-related records, making misleading entries or statements with the intent to deceive, or the willful and unauthorized removal, alteration, destruction, and/or mutilation of any department record, public record, book, paper, or document.

(c) Failure to participate in investigations, or giving false or misleading statements, or misrepresenting or omitting material information to a supervisor or other person in a position of authority, in connection with any investigation or in the reporting of any department-related business.

(d) Being untruthful or knowingly making false, misleading, or malicious statements that are reasonably calculated to harm the reputation, authority, or official standing of this department or its members.

(e) Disparaging remarks or conduct concerning duly constituted authority to the extent that such conduct disrupts the efficiency of this department or subverts the good order, efficiency, and discipline of this department or that would tend to discredit any of its members.

(f) Unlawful gambling or unlawful betting at any time or any place. Legal gambling or betting under any of the following conditions:

1. While on department premises.
2. At any work site, while on-duty or while in uniform, or while using any department equipment or system.
3. Gambling activity undertaken as part of an officer's official duties and with the express knowledge and permission of a direct supervisor is exempt from this prohibition.

(g) Improper political activity including:

1. Unauthorized attendance while on-duty at official legislative or political sessions.
2. Solicitations, speeches, or distribution of campaign literature for or against any political candidate or position while on-duty or on department property except as expressly authorized by City policy, the collective bargaining agreement, or the Chief of Police.

(h) Engaging in political activities during assigned working hours except as expressly authorized by City policy, the collective bargaining agreement, or the Chief of Police.

(i) Any act on- or off-duty that brings discredit to this department.

319.5.9 CONDUCT

(a) Failure of any member to promptly and fully report activities on their part or the part of any other member where such activities resulted in contact with any other law

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enforcement agency or that may result in criminal prosecution or discipline under this policy.

1. Failure to intervene when required to do so will result in discipline up to an including suspension, decertification, decommission, and termination as appropriate (NMSA § 29-7D-5).

(b) Unreasonable and unwarranted force to a person encountered or a person under arrest.

1. Officers determined to have used physical force that is unlawful under New Mexico State law will be disciplined and may, when applicable and appropriate, be decommissioned and terminated from the Truth or Consequences Police Department or have any officer certification revoked or suspended (NMSA § 29-7D-4).

(c) Exceeding lawful peace officer powers by unreasonable, unlawful, or excessive conduct.

(d) Unauthorized or unlawful fighting, threatening, or attempting to inflict unlawful bodily harm on another.

(e) Engaging in horseplay that reasonably could result in injury or property damage.

(f) Discourteous, disrespectful, or discriminatory treatment of any member of the public or any member of this department or the City.

(g) Use of obscene, indecent, profane, or derogatory language while on-duty or in uniform.

(h) Criminal, dishonest, or disgraceful conduct, whether on- or off-duty, that adversely affects the member's relationship with this department.

(i) Unauthorized possession of, loss of, or damage to department property or the property of others, or endangering it through carelessness or maliciousness.

(j) Attempted or actual theft of department property; misappropriation or misuse of public funds, property, personnel, or the services or property of others; unauthorized removal or possession of department property or the property of another person.

(k) Activity that is incompatible with a member's conditions of employment or appointment as established by law or that violates a provision of any collective bargaining agreement, including fraud in securing the appointment or hire.

(l) Initiating any civil action for recovery of any damages or injuries incurred in the course and scope of employment or appointment without first notifying the Chief of Police of such action.

(m) Any other on- or off-duty conduct that any member knows or reasonably should know is unbecoming a member of this department, is contrary to good order, efficiency, or morale, or tends to reflect unfavorably upon this department or its members.

319.5.10 SAFETY

(a) Failure to observe or violating department safety standards or safe working practices.

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(b) Failure to maintain current licenses or certifications required for the assignment or position (e.g., driver's license, first aid).

(c) Failure to maintain good physical condition sufficient to adequately and safely perform law enforcement duties.

(d) Unsafe firearm or other dangerous weapon handling including loading or unloading firearms in an unsafe manner, either on- or off-duty.

(e) Carrying, while on the premises of the work site, any firearm or other lethal weapon that is not authorized by the member's appointing authority.

(f) Unsafe or improper driving habits or actions in the course of employment or appointment.

(g) Any personal action contributing to a preventable traffic accident.

(h) Concealing or knowingly failing to report any on-the-job or work-related accident or injury as soon as practicable but within 24 hours.

319.5.11 INTOXICANTS

(a) Reporting for work or being at work while intoxicated or when the member's ability to perform assigned duties is impaired due to the use of alcohol, medication, or drugs, whether legal, prescribed, or illegal.

(b) Possession or use of alcohol at any work site or while on-duty, except as authorized in the performance of an official assignment. A member who is authorized to consume alcohol is not permitted to do so to such a degree that it may impair on-duty performance.

(c) Unauthorized possession, use of, or attempting to bring a controlled substance, illegal drug, or non-prescribed medication to any work site.

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Information Technology Use

320.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the proper use of department information technology resources, including computers, electronic devices, hardware, software, and systems.

320.1.1 DEFINITIONS

Definitions related to this policy include:

Computer system - All computers (on-site and portable), electronic devices, hardware, software, and resources owned, leased, rented, or licensed by the Truth or Consequences Police Department that are provided for official use by its members. This includes all access to, and use of, Internet Service Providers (ISP) or other service providers provided by or through the Department or department funding.

Hardware - Includes but is not limited to computers, computer terminals, network equipment, electronic devices, telephones (including cellular and satellite), modems, or any other tangible computer device generally understood to comprise hardware.

Software - Includes but is not limited to all computer programs, systems, and applications, including shareware and firmware. This does not include files created by the individual user.

Temporary file, permanent file, or file - Any electronic document, information, or data residing or located, in whole or in part, on the system including but not limited to spreadsheets, calendar entries, appointments, tasks, notes, letters, reports, messages, photographs, or videos.

320.2 POLICY

It is the policy of the Truth or Consequences Police Department that members shall use information technology resources, including computers, software, and systems, that are issued or maintained by the Department in a professional manner and in accordance with this policy.

320.3 PRIVACY EXPECTATION

Members forfeit any expectation of privacy with regard to emails, texts, or anything published, shared, transmitted, or maintained through file-sharing software or any internet site that is accessed, transmitted, received, or reviewed on any department computer system.

The Department reserves the right to access, audit, and disclose, for whatever reason, any message, including attachments, and any information accessed, transmitted, received, or reviewed over any technology that is issued or maintained by the Department, including the department email system, computer network, and/or any information placed into storage on any department system or device. This includes records of all keystrokes or web-browsing history made at any department computer or over any department network. The fact that access to a database, service, or website requires a username or password will not create an expectation of privacy if it is accessed through department computers, electronic devices, or networks.

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320.4 RESTRICTED USE

Members shall not access computers, devices, software, or systems for which they have not received prior authorization or the required training. Members shall immediately report unauthorized access or use of computers, devices, software, or systems by another member to a supervisor.

Members shall not use another person's access passwords, logon information, and other individual security data, protocols, and procedures unless directed to do so by a supervisor.

320.4.1 SOFTWARE

Members shall not copy or duplicate any copyrighted or licensed software except for a single copy for backup purposes, in accordance with the software company's copyright and license agreement.

To reduce the risk of a computer virus or malicious software, members shall not install any unlicensed or unauthorized software on any department computer. Members shall not install personal copies of any software on any department computer.

When related to criminal investigations, software program files may be downloaded only with the approval of the information systems technology (IT) staff and with the authorization of the Chief of Police or the authorized designee.

No member shall knowingly make, acquire, or use unauthorized copies of computer software that is not licensed to the Department while on department premises, computer systems, or electronic devices. Such unauthorized use of software exposes the Department and involved members to severe civil and criminal penalties.

Introduction of software by members should only occur as a part of the automated maintenance or update process of department- or City-approved or installed programs by the original manufacturer, producer, or developer of the software. Any other introduction of software requires prior authorization from IT staff and a full scan for malicious attachments.

320.4.2 HARDWARE

Access to technology resources provided by or through the Department shall be strictly limited to department-related activities. Data stored on or available through department computer systems shall only be accessed by authorized members who are engaged in an active investigation or assisting in an active investigation, or who otherwise have a legitimate law enforcement or department-related purpose to access such data. Any exceptions to this policy must be approved by a supervisor.

320.4.3 INTERNET USE

Internet access provided by or through the Department shall be strictly limited to department-related activities. Internet sites containing information that is not appropriate or applicable to department use and that shall not be intentionally accessed include but are not limited to adult forums, pornography, gambling, chat rooms, and similar or related internet sites. Certain exceptions may be permitted with the express approval of a supervisor as a function of a member's assignment.

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Downloaded information from the internet shall be limited to messages, mail, and data files.

320.4.4 OFF-DUTY USE

Members shall only use technology resources provided by the Department while on-duty or in conjunction with specific on-call assignments unless specifically authorized by a supervisor. This includes the use of telephones, cell phones, texting, email, or any other off-the-clock work-related activities. This also applies to personally owned devices that are used to access department resources.

Refer to the Personal Communication Devices Policy for guidelines regarding off-duty use of personally owned technology.

320.5 PROTECTION OF SYSTEMS AND FILES

All members have a duty to protect the computer system and related systems and devices from physical and environmental damage and are responsible for the correct use, operation, care, and maintenance of the computer system.

Members shall ensure department computers and access terminals are not viewable by persons who are not authorized users. Computers and terminals should be secured, users logged off, and password protections enabled whenever the user is not present. Access passwords, logon information, and other individual security data, protocols, and procedures are confidential information and are not to be shared. Password length, format, structure, and content shall meet the prescribed standards required by the computer system or as directed by a supervisor and shall be changed at intervals as directed by IT staff or a supervisor. Passwords for accounts that access CJI are governed by the CJIS Access, Maintenance, and Security Policy.

It is prohibited for a member to allow an unauthorized user to access the computer system at any time or for any reason. Members shall promptly report any unauthorized access to the computer system or suspected intrusion from outside sources (including the internet) to a supervisor.

320.6 INSPECTION AND REVIEW

A supervisor or the authorized designee has the express authority to inspect or review the computer system, all temporary or permanent files, related electronic systems, or devices, and any contents thereof, whether such inspection or review is in the ordinary course of their supervisory duties or based on cause.

Reasons for inspection or review may include but are not limited to computer system malfunctions, problems, or general computer system failure, a lawsuit against the Department involving one of its members or a member's duties, an alleged or suspected violation of any department policy, a request for disclosure of data, or a need to perform or provide a service.

The IT staff may extract, download, or otherwise obtain any and all temporary or permanent files residing or located in or on the department computer system when requested by a supervisor or during the course of regular duties that require such information.

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Department Use of Social Media

321.1 PURPOSE AND SCOPE

This policy provides guidelines to ensure that any use of social media on behalf of the Department is consistent with the department mission.

This policy does not address all aspects of social media use. Specifically, it does not address:

- Personal use of social media by department members (see the Speech, Expression, and Social Networking Policy).
- Use of social media in personnel processes (see the Recruitment and Selection Policy).
- Use of social media as part of a criminal investigation, other than disseminating information to the public on behalf of this department (see the Investigation and Prosecution Policy).

321.1.1 DEFINITIONS

Definitions related to this policy include:

Social media - Any of a wide array of internet-based tools and platforms that allow for the sharing of information, such as the department website or social networking services.

321.2 POLICY

The Truth or Consequences Police Department will use social media as a method of effectively informing the public about department services, issues, investigations, recruitment, and other relevant events.

Department members shall ensure that the use or access of social media is done in a manner that protects the constitutional rights of all people.

321.3 AUTHORIZED USERS

Only members authorized by the Chief of Police or the authorized designee may utilize social media on behalf of the Department. Authorized members shall use only department-approved equipment during the normal course of duties to post and monitor department-related social media, unless they are specifically authorized to do otherwise by their supervisors.

The Chief of Police may develop specific guidelines identifying the type of content that may be posted. Any content that does not strictly conform to the guidelines should be approved by a supervisor prior to posting.

Requests to post information over department social media by members who are not authorized to post should be made through the member's chain of command.

321.4 AUTHORIZED CONTENT

Only content that is appropriate for public release, that supports the department mission, and that conforms to all department policies regarding the release of information may be posted.

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Examples of appropriate content include:

(a) Announcements.

(b) Tips and information related to crime prevention.

(c) Investigative requests for information.

(d) Requests that ask the community to engage in projects that are relevant to the department mission.

(e) Real-time safety information that is related to in-progress crimes, geographical warnings, or disaster information.

(f) Traffic information.

(g) Media releases.

(h) Recruitment of personnel.

Authorized members shall review all content prior to posting to ensure that the posting does not contain prohibited content.

321.4.1 INCIDENT-SPECIFIC USE

In instances of active incidents where speed, accuracy, and frequent updates are paramount (e.g., crime alerts, public safety information, traffic issues), the Public Information Officer or the authorized designee will be responsible for the compilation of information to be released, subject to the approval of the Incident Commander.

321.5 PROHIBITED CONTENT

Content that is prohibited from posting includes but is not limited to:

(a) Content that is abusive, discriminatory, inflammatory, or sexually explicit.

(b) Any information that violates individual rights, including confidentiality and/or privacy rights and those provided under state, federal, or local laws.

(c) Any information that could compromise an ongoing investigation.

(d) Any information that could tend to compromise or damage the mission, function, reputation, or professionalism of the Truth or Consequences Police Department or its members.

(e) Any information that could compromise the safety and security of department operations, members of the Department, victims, suspects, or the public.

(f) Any content posted for personal use.

(g) Any content that has not been properly authorized by this policy or a supervisor.

Any member who becomes aware of content on this department's social media site that the member believes is unauthorized or inappropriate should promptly report such content to a supervisor. The supervisor will ensure its removal from public view and investigate the cause of the entry.

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321.5.1 PUBLIC POSTING PROHIBITED
Department social media sites shall be designed and maintained to prevent posting of content by the public.

The Department may provide a method for members of the public to contact department members directly.

321.6 MONITORING CONTENT
The Chief of Police will appoint a supervisor to review, at least annually, the use of department social media and report back on, at a minimum, the resources being used, the effectiveness of the content, any unauthorized or inappropriate content, and the resolution of any issues. The same supervisor should review the department social media on a quarterly basis for any posted prohibited content and remove the same upon discovery.

321.7 RETENTION OF RECORDS
The Chief of Police should work with the Records Clerk to establish a method of ensuring that public records generated in the process of social media use are retained in accordance with established records retention schedules.

321.8 TRAINING
Authorized members should receive training that, at a minimum, addresses legal issues concerning the appropriate use of social media sites, as well as privacy, civil rights, and dissemination and retention of information posted on department sites.

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Report Preparation

322.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance to those members of the Department who complete investigations and reports as a part of their duties.

322.2 POLICY

It is the policy of the Truth or Consequences Police Department that members shall act with promptness and efficiency in the preparation and processing of all reports. Reports shall document sufficient information to refresh the member's memory and shall provide enough detail for follow-up investigation and successful prosecution.

322.3 EXPEDITIOUS REPORTING

Incomplete reports, unorganized reports, or reports that are delayed without supervisory approval are not acceptable. Reports shall be processed according to established priorities or to a special priority made necessary under exceptional circumstances.

322.4 REPORT PREPARATION

Reports should be sufficiently detailed for their purpose and free from errors prior to submission and approval. It is the responsibility of the member to complete and submit all reports taken during the shift before going off-duty unless permission to hold the report has been approved by a supervisor. Generally, reports requiring prompt follow-up action on active leads or arrest reports where the suspect remains in custody should not be held.

All reports shall accurately reflect the identity of the persons involved; all pertinent information seen, heard, or assimilated by any other sense; and any actions taken. Members shall not suppress, conceal, or distort the facts of any reported incident, nor shall any member make a false report orally or in writing. Generally, the reporting member's opinions should not be included in reports unless specifically identified as such.

322.4.1 HANDWRITTEN OR TYPED REPORTS

County, state, and federal agency forms may be block printed unless the requirement for typing is apparent. Supervisors may require block printing or typing of reports of any nature for department consistency.

Handwritten reports must be prepared legibly. If the report is not legible, the submitting member will be required by the reviewing supervisor to promptly make corrections and resubmit the report.

In general, the narrative portion of reports where an arrest is made or when there is a long narrative should be typed or dictated. Members who dictate reports shall use appropriate grammar, as the content is not the responsibility of the typist.

Members who generate reports on computers are subject to all requirements of this policy.

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322.4.2 ELECTRONIC SIGNATURES

The Truth or Consequences Police Department has established an electronic signature procedure for use by all members of the Truth or Consequences Police Department. The Chief of Police or the authorized designee shall be responsible for maintaining the electronic signature system, ensuring that each member creates a unique, confidential password for their electronic signature and that the use of electronic signatures otherwise complies with the law (NMSA § 14-16-1, et seq.).

(a) Members may only use their electronic signatures for official reports or other official communications.

(b) Each member shall be responsible for the security and use of their electronic signature and shall promptly notify a supervisor if the electronic signature has or may have been compromised or misused.

322.5 REQUIRED REPORTING

In all of the following situations, members shall complete reports using the appropriate department-approved forms and reporting methods, unless otherwise approved by a supervisor.

The reporting requirements are not intended to be all-inclusive. A member may complete a report if they deem it necessary or as directed by a supervisor.

322.5.1 CRIMINAL ACTIVITY

When a member responds to a call for service, or as a result of self-initiated activity becomes aware of any activity where a crime has occurred, the member shall document the incident regardless of whether a victim desires prosecution.

Activity to be documented in a written report includes:

(a) All arrests.

(b) All felony crimes.

(c) Non-felony criminal incidents involving threats or stalking behavior.

(d) Situations covered by separate policy. These include:

1. Use of Force Policy.
2. Domestic Abuse Policy.
3. Child Abuse Policy.
4. Adult Abuse Policy.
5. Hate Crimes Policy.
6. Suspicious Activity Reporting Policy.

(e) All misdemeanor crimes where the victim desires a report.

Misdemeanor crimes where the victim does not desire a report shall be documented using the department-approved alternative reporting method (e.g., a dispatch log).

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322.5.2 NON-CRIMINAL ACTIVITY

Non-criminal activity to be documented includes:

(a) Any found property or found evidence.

(b) All protective custody and welfare detentions.

(c) Any time a person is reported missing, regardless of jurisdiction (see the Missing Persons Policy).

(d) Suspicious incidents that may indicate a potential for crimes against children or that a child's safety is in jeopardy.

(e) Suspicious incidents that may place the public or others at risk.

(f) Any use of force by members of this department against any person (see the Use of Force Policy).

(g) Any firearm discharge (see the Firearms Policy).

(h) Any time a member points a firearm at any person.

(i) Any traffic accidents above the minimum reporting level (see the Traffic Accidents Policy).

(j) Whenever the member believes the circumstances should be documented or at the direction of a supervisor.

322.5.3 MISCELLANEOUS INJURIES

Any injury that is reported to this department shall require a report when:

(a) The injury is a result of drug overdose.

(b) There is an attempted suicide.

(c) The injury is major or serious, and potentially fatal.

(d) The circumstances surrounding the incident are suspicious in nature and it is desirable to document the event.

322.5.4 DEATHS

Death investigations require specific investigation methods, depending on the circumstances. They should be handled in accordance with the Death Investigation Policy. The handling member should notify and apprise a supervisor of the circumstances surrounding the incident to determine how to proceed. The following incidents shall be appropriately investigated and documented:

(a) Unattended deaths (no physician or qualified hospice care during the period preceding death)

(b) Sudden, accidental, or suspicious deaths

(c) Suicides

(d) Homicide or suspected homicide

(e) Found dead bodies or body parts

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322.5.5 CITY PERSONNEL OR PROPERTY

Incidents involving City personnel or property shall require a report when:

(a) An injury occurs as the result of an act of a City employee or on City property.

(b) There is damage to City property or equipment.

322.6 ALTERNATIVE REPORTING FOR VICTIMS

Reports that may be submitted by the public via online or other self-completed reporting processes include:

(a) Lost property.

(b) Misdemeanor thefts of property, other than firearms or materials threatening to public safety, when there is no suspect information or serial number or ability to trace the item.

1. Misdemeanor thefts of cellular telephones may be reported even though they have a serial number.

(c) Misdemeanor vandalism with no suspect information and no hate crime implications.

(d) Vehicle burglaries with no suspect information or evidence.

(e) Stolen vehicle attempts with no suspect information or evidence.

(f) Annoying telephone calls with no suspect information.

(g) Identity theft without an identifiable suspect.

(h) Online or email fraud solicitations without an identifiable suspect and if the financial loss classifies the crime as a misdemeanor.

(i) Hit-and-run vehicle accidents with no suspect or suspect vehicle.

(j) Supplemental property lists.

Members at the scene of one of the above incidents should not refer the reporting party to any alternative means of reporting without authorization from a supervisor. Members may refer victims to online victim assistance programs (e.g., the Federal Trade Commission (FTC) website for identity theft; the Internet Crime Complaint Center (IC3) website for computer crimes).

322.7 REVIEW AND CORRECTIONS

Supervisors shall review reports for content and accuracy. If a correction is necessary, the reviewing supervisor should complete a correction form stating the reasons for rejection.

The original report and the correction form should be returned to the reporting member for correction as soon as practicable. It shall be the responsibility of the originating member to ensure that any report returned for correction is processed in a timely manner.

322.7.1 CHANGES AND ALTERATIONS

Reports that have been approved by a supervisor and submitted to the Records Section for filing and distribution shall not be modified or altered except by way of a supplemental report.

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Report Preparation

Reviewed reports that have not yet been submitted to the Records Section may be corrected or modified by the authoring member only with the knowledge and authorization of the reviewing supervisor.

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Media Relations

323.1 PURPOSE AND SCOPE

This policy provides guidelines for the release of official department information to the media. It also addresses coordinating media access to scenes of disasters, criminal investigations, emergencies, and other law enforcement activities.

323.2 POLICY

It is the policy of the Truth or Consequences Police Department to protect the privacy rights of individuals, while releasing non-confidential information to the media regarding topics of public concern. Information that has the potential to negatively affect investigations will not be released.

323.3 RESPONSIBILITIES

The ultimate authority and responsibility for the release of information to the media shall remain with the Chief of Police. In situations not warranting immediate notice to the Chief of Police and in situations where the Chief of Police has given prior approval, the designated Public Information Officers (PIOs) may prepare and release information to the media in accordance with this policy and applicable laws regarding confidentiality.

323.4 PROVIDING ADVANCE INFORMATION

To protect the safety and rights of department members and other persons, advance information about planned actions by law enforcement personnel, such as movement of persons in custody or the execution of an arrest or search warrant, should not be disclosed to the media, nor should media representatives be invited to be present at such actions except with the prior approval of the Chief of Police.

Any exceptions to the above should only be considered for the furtherance of legitimate law enforcement purposes. Prior to approving any exception, the Chief of Police will consider, at a minimum, whether the release of information or the presence of the media would unreasonably endanger any individual or prejudice the rights of any person or is otherwise prohibited by law.

323.5 MEDIA REQUESTS

Any media request for information or access to a law enforcement incident shall be referred to the PIO, or if unavailable, to the first available supervisor. Prior to releasing any information to the media, members shall consider the following:

(a) At no time shall any member of this department make any comment or release any official information to the media without prior approval from a supervisor or the PIO.

(b) In situations involving multiple agencies or government departments, every reasonable effort should be made to coordinate media releases with the authorized representative of each involved agency prior to the release of any information by this department.

(c) Under no circumstance should any member of this department make any comment to the media regarding any law enforcement incident not involving this department

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without prior approval of the Chief of Police. Under these circumstances the member should direct the media to the agency handling the incident.

323.6 ACCESS

Authorized media representatives shall be provided access to scenes of disasters, criminal investigations, emergencies, and other law enforcement activities as required by law.

Access by the media is subject to the following conditions:

(a) The media representative shall produce valid media credentials that shall be prominently displayed at all times while in areas otherwise closed to the public.

(b) Media representatives should be prevented from interfering and may be removed for interfering with emergency operations and criminal investigations.

1. Based upon available resources, reasonable effort should be made to provide a safe staging area for the media that is near the incident and that will not interfere with emergency or criminal investigation operations. All information released to the media should be coordinated through the PIO or other designated spokesperson.

(c) Media interviews with individuals who are in custody should not be permitted without the approval of the Chief of Police and the express written consent of the person in custody.

(d) No member of this department who is under investigation shall be subjected to media visits or interviews without the consent of the involved member.

323.6.1 CRITICAL OPERATIONS

A critical incident or tactical operation should be handled in the same manner as a crime scene, except the media should not be permitted within the inner perimeter of the incident, subject to any restrictions as determined by the supervisor in charge. Department members shall not jeopardize a critical incident or tactical operation in order to accommodate the media. All comments to the media shall be coordinated through a supervisor or the PIO.

323.6.2 TEMPORARY FLIGHT RESTRICTIONS

Whenever the presence of media or other aircraft pose a threat to public or member safety or significantly hamper incident operations, the field supervisor should consider requesting a Temporary Flight Restriction (TFR). All requests for a TFR should be routed through the Chief of Police. The TFR request should include specific information regarding the perimeter and altitude necessary for the incident and should be requested through the appropriate control tower. If the control tower is not known, the Federal Aviation Administration (FAA) should be contacted (14 CFR 91.137).

323.7 CONFIDENTIAL OR RESTRICTED INFORMATION

It shall be the responsibility of the PIO to ensure that confidential or restricted information is not inappropriately released to the media (see the Records Maintenance and Release and Personnel

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Records policies). When in doubt, authorized and available legal counsel should be consulted prior to releasing any information.

323.7.1 EMPLOYEE INFORMATION

The identities of officers involved in shootings or other critical incidents may only be released to the media upon the consent of the involved officer or upon a formal request filed.

Any requests for copies of related reports or additional information not contained in the information log (see the Information Log section in this policy), including the identity of officers involved in shootings or other critical incidents, shall be referred to the PIO.

Requests should be reviewed and fulfilled by the Records Clerk, or if unavailable, the Chief of Police or the authorized designee. Such requests will be processed in accordance with the provisions of Records Maintenance and Release Policy and public records laws (e.g., Inspection of Public Records Act).

323.8 RELEASE OF INFORMATION

The Department may routinely release information to the media without receiving a specific request. This may include media releases regarding critical incidents, information of public concern, updates regarding significant incidents, or requests for public assistance in solving crimes or identifying suspects. This information may also be released through the department website or other electronic data sources.

323.8.1 INFORMATION LOG

The Department will maintain a daily information log of significant law enforcement activities. Log entries shall only contain information that is deemed public information and not restricted or confidential by this policy or applicable law. Upon request, the log entries shall be made available to media representatives through the Chief of Police.

The daily information log will generally include:

(a) The date, time, location, case number, type of crime, extent of injury or loss, and names of individuals involved in crimes occurring within this jurisdiction, unless the release of such information would endanger the safety of any individual or jeopardize the successful completion of any ongoing investigation, or the information is confidential (e.g., juveniles or certain victims).

(b) The date, time, location, case number, name, birth date, and charges for each person arrested by this department, unless the release of such information would endanger the safety of any individual or jeopardize the successful completion of any ongoing investigation, or the information is confidential (e.g., juveniles).

(c) The time and location of other significant law enforcement activities or requests for service with a brief summary of the incident.

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Subpoenas and Court Appearances

324.1 PURPOSE AND SCOPE

This policy establishes the guidelines for department members who must appear in court. It will allow the Truth or Consequences Police Department to cover any related work absences and keep the Department informed about relevant legal matters.

324.2 POLICY

Truth or Consequences Police Department members will respond appropriately to all subpoenas and any other court-ordered appearances.

324.3 SUBPOENAS

Only department members authorized to receive a subpoena on behalf of this department or any of its members may do so.

A civil subpoena may be served upon the member named in the subpoena by personal delivery to them or, for civil subpoenas issued by the district court, by mail or commercial courier in accordance with the requirements of NMRA, Rule 1-004 (NMRA, Rule 1-045; NMRA, Rule 2-502; NMRA, Rule 3-502).

A criminal subpoena may be served upon the member named in the subpoena by personal delivery to them (NMRA, Rule 5-511; NMRA, Rule 6-606; NMRA, Rule 7-606). For a criminal subpoena issued by the metropolitan court, personal delivery may be completed by serving either the named member or an authorized member of the Department who may accept service on behalf of a currently employed member (NMRA, Rule 7-606).

Service of a subpoena shall not be accepted without the witness fees allowed by law (NMRA, Rule 1-045; NMRA, Rule 2-502; NMRA, Rule 3-502; NMRA, Rule 5-511; NMRA, Rule 6-606; NMRA, Rule 7-606).

324.3.1 SPECIAL NOTIFICATION REQUIREMENTS

Any member who is subpoenaed to testify, agrees to testify, or provides information on behalf or at the request of any party other than the City Attorney or the prosecutor shall notify their immediate supervisor without delay regarding:

(a) Any civil case where the City or one of its members, as a result of their official capacity, is a party.

(b) Any civil case where any other city, county, state or federal unit of government or a member of any such unit of government, as a result of their official capacity, is a party.

(c) Any criminal proceeding where the member is called to testify or provide information on behalf of the defense.

(d) Any civil action stemming from the member's on-duty activity or because of their association with the Truth or Consequences Police Department.

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(e) Any personnel or disciplinary matter when called to testify or to provide information by a government entity other than the Truth or Consequences Police Department.

The supervisor will then notify the Chief of Police and the appropriate prosecuting attorney as may be indicated by the case. The Chief of Police should determine if additional legal support is necessary.

No member shall be retaliated against for testifying in any matter.

324.3.2 CIVIL SUBPOENA

The Department will compensate members who appear in their official capacities on civil matters arising out of their official duties, as directed by the current collective bargaining agreement.

The Department should seek reimbursement for the member's compensation through the civil attorney of record who subpoenaed the member.

324.3.3 OFF-DUTY RELATED SUBPOENAS

Members receiving valid subpoenas for off-duty actions not related to their employment or appointment will not be compensated for their appearance. Arrangements for time off shall be coordinated through their immediate supervisors.

324.4 FAILURE TO APPEAR

Any member who fails to comply with the terms of any properly served subpoena or court-ordered appearance may be subject to discipline. This includes properly served orders to appear that were issued by a state administrative agency.

324.5 STANDBY

To facilitate standby agreements, members are required to provide and maintain current information on their addresses and contact telephone numbers with the Department.

If a member on standby changes their location during the day, the member shall notify the designated department member of how they can be reached. Members are required to remain on standby until released by the court or the party that issued the subpoena.

324.6 COURTROOM PROTOCOL

When appearing in court, members shall:

(a) Be punctual and prepared to proceed immediately with the case for which they are scheduled to appear.

(b) Dress in the department uniform or business attire.

(c) Observe all rules of the court in which they are appearing and remain alert to changes in the assigned courtroom where their matter is to be heard.

324.6.1 TESTIMONY

Before the date of testifying, the subpoenaed member shall request a copy of relevant reports and become familiar with the content in order to be prepared for court.

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324.6.2 EVIDENCE

When a member is directed by a subpoena to appear in court with evidence, that member should:

(a) Notify the Evidence Vault promptly after receiving the subpoena that the specified evidence is needed for court, and verify that the evidence is readily available.

(b) Verify whether the evidence will be analyzed by the time of the court appearance, if applicable, and advise the prosecutor of any delay.

(c) Check with the prosecuting attorney on a timely basis if in doubt about what items or materials to bring to court.

(d) Notify the prosecuting attorney on a timely basis in the event that evidence has been lost, stolen, or misplaced, or if previously undisclosed information about the evidence has become available.

(e) Comply with provisions of the Evidence Vault Policy regarding checking out the evidence and transferring custody of the evidence to the prosecutor or the court, whichever is appropriate.

324.7 OVERTIME APPEARANCES

When a member appears in court on their off-duty time, they will be compensated in accordance with the current policy..

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Reserve Officers

325.1 PURPOSE AND SCOPE

This policy establishes the guidelines for Truth or Consequences Police Department reserve officers to supplement and assist regular full-time police officers in their duties. These officers provide volunteer professional and special functions that augment regular staffing levels.

325.1.1 DEFINITIONS

Definitions related to this policy include:

Reserve officer - A commissioned person who is not certified as a police officer by the New Mexico Law Enforcement Academy (NMLEA) (10.29.8.7 NMAC). This could also include a person who is certified by NMLEA when utilized in a reserve capacity.

325.2 POLICY

The Truth or Consequences Police Department shall ensure that reserve officers are properly appointed, trained, and supervised and that they maintain the appropriate certifications and readiness to carry out their assigned duties.

325.3 RECRUITMENT AND SELECTION

The Truth or Consequences Police Department shall endeavor to recruit and appoint only those applicants who meet the high ethical, moral, and professional standards set forth by this department.

All applicants shall be required to meet and pass the same pre-employment procedures as regular police officers before appointment.

325.3.1 APPOINTMENT

Applicants who are selected for appointment as reserve officers shall, on the recommendation of the Chief of Police, be sworn in and take the Oath of Office in accordance with the Oath of Office Policy and as required for the position.

If a reserve officer is removed for alleged misconduct, the reserve officer will be afforded an opportunity solely to clear their name through a liberty interest hearing, which shall be limited to a single appearance before the Chief of Police or the authorized designee.

325.4 IDENTIFICATION AND UNIFORMS

Reserve officers will be issued Truth or Consequences Police Department uniforms, badges, and identification cards. The uniforms and badges shall be the same as those worn by regular full-time police officers. The identification cards will be the standard Truth or Consequences Police Department identification cards, with the exception that "Reserve" will be indicated on the cards.

325.5 AUTHORITY

Reserve officers shall perform peace officer duties within the scope of their approved training. Reserve officers:

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(a) Perform law enforcement functions and have the authority to arrest on behalf of this department.

(b) Shall not exercise peace officer duties when off-duty.

325.6 PERSONNEL WORKING AS RESERVE OFFICERS

Qualified regular department personnel, when authorized, may also serve as reserve officers. However, this department shall not utilize the services of reserve officers in such a way that it would violate employment laws or labor agreements (e.g., a detention officer working as a reserve officer for reduced or no pay). Therefore, the reserve coordinator should consult with the Department of Human Resources prior to allowing regular department personnel to serve in a reserve officer capacity (29 CFR 553.30).

325.7 COMPLIANCE

Reserve officers shall be required to adhere to all department policies and procedures. A copy of the policies and procedures will be made available to each reserve officer upon appointment. The reserve officer shall become thoroughly familiar with these policies.

Whenever a rule, regulation, or guideline in this Policy Manual refers to a regular full-time police officer, it shall also apply to a reserve officer, unless by its nature it is inapplicable.

Reserve officers are required by this department to meet department-approved training requirements.

All reserve officers are required to attend scheduled meetings. Any absences must be satisfactorily explained to the reserve coordinator.

325.8 FIREARMS

Reserve officers shall successfully complete department-authorized training in the use of firearms. Their appointments must be approved by the City prior to being issued firearms by this department or otherwise acting as reserve officers on behalf of the Truth or Consequences Police Department.

Reserve officers will be issued duty firearms as specified in the Firearms Policy. Any reserve officer who is permitted to carry a firearm other than the assigned duty weapon or any optional firearm may do so only in compliance with the Firearms Policy.

Reserve officers are required to maintain proficiency with firearms used in the course of their assignments. Reserve officers shall comply with all training and qualification requirements set forth in the Firearms Policy.

325.8.1 CONCEALED FIREARMS

A reserve officer shall not carry a concealed firearm while in an off-duty capacity, other than to and from work, unless they possess a valid concealed weapon license.

An instance may arise where a reserve officer is assigned to a plainclothes detail for their assigned tour of duty. Under these circumstances, the reserve officer may be permitted to carry a weapon

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more suited to the assignment, but only with the knowledge and approval of the supervisor in charge of the detail.

Any reserve officer who is permitted to carry a firearm other than the assigned duty weapon may do so only after verifying that the weapon conforms to department standards. The weapon shall comply with all the requirements set forth in the Firearms Policy.

Before being allowed to carry any optional firearm during an assigned tour of duty, the reserve officer shall demonstrate their proficiency with the weapon.

325.9 RESERVE COORDINATOR

The responsibilities of the reserve coordinator are assumed by the Chief of Police or designated to a department member.

The responsibilities of the coordinator include but are not limited to:

(a) Assigning reserve officers.

(b) Conducting reserve officer meetings.

(c) Establishing and maintaining a reserve officer callout roster.

(d) Maintaining and ensuring performance evaluations are completed.

(e) Monitoring the field training progress of reserve officers.

(f) Monitoring individual reserve officer performance.

(g) Monitoring overall reserve officer activities.

(h) Maintaining a liaison with other agency reserve coordinators.

325.10 FIELD TRAINING

All reserve officers shall complete the same department-specified field training as regular full-time police officers as described in the Field Training Policy.

325.11 SUPERVISION

Reserve officers may perform the same duties as regular full-time officers of this department provided they are under the direct or indirect supervision of a supervisor or officer in charge. Reserve officers shall never supervise a regular full-time officer.

325.11.1 EVALUATIONS

While in training, reserve officers should be continuously evaluated using standardized daily and weekly observation reports. The reserve officer will be considered a trainee until they have satisfactorily completed training. Reserve officers who have completed their field training should be evaluated annually using performance dimensions applicable to the duties and authorities granted to that reserve officer.

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325.11.2 INVESTIGATIONS AND COMPLAINTS

If a reserve officer has a personnel complaint made against them or becomes involved in an internal investigation, the matter shall be investigated in compliance with the Personnel Complaints Policy.

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Outside Agency Assistance

326.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance to members when requesting or responding to a request for mutual aid or when assisting another law enforcement agency.

326.2 POLICY

It is the policy of the Truth or Consequences Police Department to promptly respond to requests for assistance by other law enforcement agencies, subject to available resources and consistent with the applicable laws and policies of this department.

326.3 ASSISTING OUTSIDE AGENCIES

Generally, requests for any type of assistance from another agency should be routed to a supervisor for approval. In some instances, a memorandum of understanding or other established protocol may exist that eliminates the need for approval of individual requests.

When another law enforcement agency requests assistance from this department, a supervisor may authorize, if available, an appropriate number of personnel to assist. Members are reminded that their actions when rendering assistance must conform with applicable laws and be consistent with the policies of this department.

Officers may respond to a request for emergency assistance; however, they shall notify a supervisor of their activity as soon as practicable.

Arrestees may be temporarily detained by this department until arrangements for transportation are made by the outside agency. Probation violators who are temporarily detained by this department will not ordinarily be booked at this department. Only in exceptional circumstances, and subject to supervisor approval, will this department provide transportation of arrestees to other facilities on behalf of another agency.

When transportation assistance is rendered, a report shall be prepared and submitted by the handling member unless otherwise directed by a supervisor.

326.3.1 MUTUAL AID AGREEMENTS

If applicable, the Chief of Police may enter into a mutual aid agreement for law enforcement with a public agency as defined in the Mutual Aid Act, provided those agreements are approved by the governor (NMSA § 29-8-1 et seq.).

326.3.2 INITIATED ACTIVITY

Any on-duty officer who engages in law enforcement activities of any type that are not part of a mutual aid request and take place outside the jurisdiction of the Truth or Consequences Police Department shall notify their supervisor and SCRDA as soon as practicable. This requirement does not apply to special enforcement details or multi-agency units that regularly work in multiple jurisdictions.

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326.4 REQUESTING OUTSIDE ASSISTANCE

If assistance is needed from another agency, the member requesting assistance should, if practicable, first notify a supervisor. The handling member or supervisor should direct assisting personnel to where they are needed and to whom they should report when they arrive.

The requesting member should arrange for appropriate radio communication capabilities, if necessary and available, so that communication can be coordinated between assisting personnel.

326.5 REPORTING REQUIREMENTS

Incidents of outside assistance or law enforcement activities that are not documented in a crime report shall be documented in a general case report or as directed by the Chief of Police.

326.6 MANDATORY SHARING

Equipment and supplies purchased with federal funds or grants that require such equipment and supplies be shared with other agencies should be documented and updated as necessary by the Chief of Police or the authorized designee.

The documentation should include:

(a) The conditions relative to sharing.

(b) The training requirements for:

1. The use of the equipment and supplies.
2. The members trained in the use of the equipment and supplies.

(c) Any other requirements for use of the equipment and supplies.

Copies of the documentation should be provided to SCRDA to ensure use of the equipment and supplies is in compliance with the applicable sharing agreements.

The Training Manager should maintain documentation that the appropriate members have received the required training.

326.7 ATTACHMENTS

See attachment: Mutual Aid Agreement.pdf

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Major Incident Notification

327.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance to members of the Truth or Consequences Police Department in determining when, how, and to whom notification of major incidents should be made.

327.2 POLICY

The Truth or Consequences Police Department recognizes that certain incidents should be brought to the attention of supervisors or other specified personnel of this department to facilitate the coordination of activities and ensure that inquiries from the media and the public may be properly addressed.

327.3 CRITERIA FOR NOTIFICATION

Most situations where the media show a strong interest are also of interest to the Chief of Police and the City. The following list of incident types is provided as a guide for notification and is not intended to be all-inclusive:

- Officer-involved shooting, whether on- or off-duty (see the Officer-Involved Shootings and Deaths Policy for special notification)
- Homicides, suspicious deaths, or deaths related to law enforcement activity
- Crimes of unusual violence or circumstances that may include hostages, barricaded persons, home invasions, armed robbery, or sexual assaults
- At-risk missing children or endangered missing adults
- In-custody deaths
- Aircraft, train, boat, or other transportation accidents with major damage and/or injury or death
- Traffic accidents with fatalities or severe injuries
- Death of a prominent Truth or Consequences official
- Significant injury or death to a member of the Department, whether on- or off-duty
- Arrest of a member of the Department or prominent Truth or Consequences official
- Equipment failures, utility failures, and incidents that may affect staffing or pose a threat to basic police services
- Any other incident that has attracted or is likely to attract significant media attention

327.4 SUPERVISOR RESPONSIBILITIES

The shift supervisor is responsible for making the appropriate notifications. The supervisor shall make reasonable attempts to obtain as much information on the incident as possible before notification, and shall attempt to make the notifications as soon as practicable. Notification should be made by using the call notification protocol posted in SCRDA.

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327.4.1 CHIEF OF POLICE NOTIFICATION

In the event an incident occurs as identified in the Criteria for Notification section above, the Chief of Police shall be notified.

327.4.2 INVESTIGATOR NOTIFICATION

If the incident requires that an investigator respond from home, the immediate supervisor of the appropriate detail shall be notified, who will then contact the appropriate investigator.

327.4.3 TRAFFIC INVESTIGATION NOTIFICATION

In the event of a major injury or traffic fatality, an appropriate investigator and the Chief of Police shall be notified by the supervisor.

327.4.4 PUBLIC INFORMATION OFFICER

After the Chief of Police has been notified, the Public Information Officer shall be called if it appears the media may have a significant interest in the incident.

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Death Investigation

328.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for situations where officers initially respond to and investigate the circumstances of a deceased person.

Some causes of death may not be readily apparent, and some cases differ substantially from what they appear to be initially. The thoroughness of death investigations and use of appropriate resources and evidence gathering techniques is critical.

328.2 POLICY

It is the policy of the Truth or Consequences Police Department to respond, document, and investigate incidents where a person is deceased. Investigations involving the death of a person, including those from natural causes, accidents, workplace incidents, suicide, and homicide, shall be initiated, conducted, and properly documented.

328.3 INVESTIGATION CONSIDERATIONS

Emergency medical services shall be called in all suspected death cases unless death is obvious (e.g., decapitated, decomposed).

The Chief of Police shall be notified as soon as possible to assist and provide appropriate personnel and resources. The on-scene supervisor should determine whether follow-up investigation is required and notify investigators as necessary. The supervisor will make notification to the Chief of Police in accordance with the Major Incident Notification Policy.

328.3.1 REPORTING

All incidents involving a death shall be documented on the appropriate form.

328.3.2 OFFICE OF MEDICAL INVESTIGATOR (OMI) REQUEST

Officers are not authorized to pronounce death unless they are also Office of Medical Investigator (OMI)s, Deputy Office of Medical Investigator (OMI)s, or appointed Office of Medical Investigator (OMI) investigators. The Office of Medical Investigator (OMI) shall be called in all sudden or unexpected deaths or deaths due to other than natural causes. State law requires that the Office of Medical Investigator (OMI) be notified in any of the following cases (excluding deaths that occur on Indian reservations and military installations) (7.3.2.10 NMAC):

(a) Deaths that occurred suddenly and unexpectedly, (i.e., when the person has not been under medical care for significant heart, lung, or other disease).

(b) Deaths suspected to be due to violence (i.e., suicidal, accidental, or homicidal injury, regardless of when or where the injury occurred).

(c) Deaths suspected to be due to alcohol intoxication or the result of exposure to toxic agents.

(d) Deaths of residents housed in county or state institutions, regardless of where death occurs.

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(e) Deaths of persons in the custody of law enforcement officers.

(f) Deaths in nursing homes or other private institutions without recent medical attendance.

(g) Deaths that occur unexpectedly during, in association with, or as a result of diagnostic, therapeutic, surgical, or anesthetic procedures.

(h) Deaths alleged to have been caused by an act of malpractice.

(i) Deaths suspected to be involved with the decedent's occupation.

(j) Deaths unattended by a physician.

(k) Deaths due to neglect.

(l) Any still birth of 20 or more weeks' gestation unattended by a physician.

(m) Any death of an infant or child where the medical history has not established some pre-existing medical condition.

(n) Deaths which are possibly directly or indirectly attributable to environmental exposure not otherwise specified.

(o) Deaths suspected to be due to infectious or contagious disease wherein the diagnosis and extent of disease at the time are undetermined.

(p) Deaths occurring under suspicious circumstances.

(q) Any other death in which there is doubt as to whether or not it is a medical investigator's case.

328.3.3 SEARCHING DEAD BODIES

(a) The Office of Medical Investigator (OMI), their assistant, and authorized investigators are generally the only persons permitted to move, handle, or search a dead body (NMSA § 24-11-10).

(b) An officer, with the permission of the Office of Medical Investigator (OMI), may make a reasonable search of an individual who it is reasonable to believe is dead, or near death, for the purpose of identification or for information identifying the individual as an anatomical donor. If a donor document is located, the Office of Medical Investigator (OMI) or their assistant shall be promptly notified.

(c) The Office of Medical Investigator (OMI), with the permission of the Department, may take property, objects, or articles found on the deceased or in the immediate vicinity of the deceased that may be necessary for conducting an investigation to determine the identity of the deceased or the cause or manner of death (7.3.2.11 NMAC).

(d) Should exigent circumstances indicate to an officer that a search of a known dead body is warranted prior to the arrival of the Office of Medical Investigator (OMI) or their assistant, the investigating officer should first obtain verbal consent from the Office of Medical Investigator (OMI) or their assistant when practicable.

(e) Whenever reasonably possible, a witness, preferably a relative to the deceased or a member of the household, should be requested to remain nearby the scene and available to the officer pending the arrival of the Office of Medical Investigator (OMI) or

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their assistant. The name and address of this person shall be included in the narrative of the death report.

(f) Whenever personal effects are removed from the body of the deceased by the Office of Medical Investigator (OMI) or their assistant, a receipt shall be obtained. This receipt shall be attached to the death report (7.3.2.11 NMAC).

328.3.4 SUSPECTED HOMICIDE

If the initially assigned officer suspects that the death involves a homicide or other suspicious circumstances, the officer shall take steps to protect the scene. The Chief of Police shall be notified to determine the possible need for an investigator to respond to the scene.

If the on-scene supervisor, through consultation with the Chief of Police, is unable to determine the manner of death, the investigation shall proceed as though it is a homicide.

The investigator assigned to investigate a homicide or death that occurred under suspicious circumstances may, with the approval of their supervisor, request the Office of Medical Investigator (OMI) to conduct physical examinations and tests, and to provide a report.

328.4 UNIDENTIFIED DEAD BODY

If the identity of a dead body cannot be established, the handling officer will request from the Office of Medical Investigator (OMI) a unique identifying number for the body. The number shall be included in any report.

328.4.1 UNIDENTIFIED BODIES DATA ENTRY

All available identifying features of the unidentified body and a description of the clothing shall be entered into the New Mexico Department of Public Safety's Missing Persons Information Clearinghouse and the National Crime Information Center unidentified person file (NMSA § 29-15-7).

328.5 DEATH NOTIFICATION

When reasonably practicable, and if not handled by the Office of Medical Investigator (OMI)'s Office, notification to the next-of-kin of the deceased person shall be made, in person, by the officer assigned to the incident. If the next-of-kin lives in another jurisdiction, a law enforcement official from that jurisdiction shall be requested to make the personal notification.

If a deceased person has been identified as a missing person, this department shall attempt to locate family members and inform them of the death and location of the deceased missing person's remains. All efforts to locate and notify family members shall be recorded in appropriate reports.

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Private Person’s Arrest

329.1 PURPOSE AND SCOPE

This policy provides guidance for the handling and acceptance of a private person's arrest.

329.2 POLICY

It is the policy of the Truth or Consequences Police Department to accept a private person’s arrest only when legal and appropriate.

329.3 ARRESTS BY PRIVATE PERSON

A private person may arrest another under the following circumstances:

(a) The person being arrested has committed a breach of the peace in their presence.

(b) They have an objectively reasonable belief based on personal knowledge that a felony has been or is being committed.

(c) They have reasonable information that the person being arrested stands charged in the courts of a state with a crime punishable by death or imprisonment for a term exceeding one year (NMSA § 31-4-14).

(d) They are a merchant and have probable cause to believe that the person has committed the crime of shoplifting (NMSA § 30-16-23).

329.4 OFFICER RESPONSIBILITIES

An officer confronted with a person claiming to have made a private person’s arrest should determine whether such an arrest is lawful.

If the officer determines that the private person’s arrest is unlawful, the officer should:

(a) Take no action to further detain or restrain the arrested individual, unless there is independent justification for continuing a detention.

(b) Advise the parties that the arrest will not be accepted but the circumstances will be documented in a report.

(c) Document the incident, including the basis for refusing to accept custody of the individual.

Whenever an officer determines that a private person’s arrest is justified, the officer may take the individual into custody and proceed in the same manner as with any other arrest.

329.5 PRIVATE PERSON’S ARREST FORM

The arresting person should be asked to complete and sign a private person’s arrest form. If the person fails or refuses to do so, the arrested individual should be released, unless the officer has a lawful reason, independent of the private person’s arrest, to take the individual into custody and determines an arrest is appropriate.

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Limited English Proficiency Services

330.1 PURPOSE AND SCOPE

This policy provides guidance to members when communicating with individuals with limited English proficiency (LEP) (42 USC § 2000d).

330.1.1 DEFINITIONS

Definitions related to this policy include:

Authorized interpreter - A person who has been screened and authorized by the Department to act as an interpreter and/or translator for others.

Interpret or interpretation - The act of listening to a communication in one language (source language) and orally converting it to another language (target language), while retaining the same meaning.

Limited English proficiency (LEP) individual - Any individual whose primary language is not English and who has a limited ability to read, write, speak, or understand English. These individuals may be competent in certain types of communication (e.g., speaking, understanding) but still exhibit LEP for other purposes (e.g., reading, writing). Similarly, LEP designations are context-specific; an individual may possess sufficient English language skills to function in one setting but these skills may be insufficient in other situations.

Qualified bilingual member - A member of the Truth or Consequences Police Department, designated by the Department who has the ability to communicate fluently, directly, and accurately in both English and another language. Bilingual members may be fluent enough to communicate in a non-English language but may not be sufficiently fluent to interpret or translate from one language into another.

Translate or translation - The replacement of written text from one language (source language) into an equivalent written text (target language).

330.2 POLICY

It is the policy of the Truth or Consequences Police Department to reasonably ensure that LEP individuals have meaningful access to law enforcement services, programs, and activities, while not imposing undue burdens on its members.

The Department will not discriminate against or deny any individual access to services, rights, or programs based upon national origin or any other protected interest or right.

330.3 LEP COORDINATOR

The Chief of Police shall delegate certain responsibilities to an LEP coordinator. The coordinator shall be appointed by, and directly responsible to, the Chief of Police or the authorized designee.

The responsibilities of the coordinator include but are not limited to:

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(a) Coordinating and implementing all aspects of the Truth or Consequences Police Department's LEP services to LEP individuals.

(b) Developing procedures that will enable members to access LEP services, including telephonic interpreters, and ensuring the procedures are available to all members.

(c) Ensuring that a list of all qualified bilingual members and authorized interpreters is maintained and available to supervisors and SCRDA. The list should include information regarding:

1. Languages spoken.
2. Contact information.
3. Availability.

(d) Ensuring signage stating that interpreters are available free of charge to LEP individuals is posted in appropriate areas and in the most commonly spoken languages.

(e) Reviewing existing and newly developed documents to determine which are vital documents and should be translated, and into which languages the documents should be translated.

(f) Annually assessing demographic data and other resources, including contracted language services utilization data and data from community-based organizations, to determine if there are additional documents or languages that are appropriate for translation.

(g) Identifying standards and assessments to be used by this department to qualify individuals as qualified bilingual members or authorized interpreters.

(h) Periodically reviewing efforts of this department in providing meaningful access to LEP individuals, and, as appropriate, developing reports, developing new procedures, or recommending modifications to this policy.

(i) Receiving and responding to complaints regarding department LEP services.

(j) Ensuring appropriate processes are in place to provide for the prompt and equitable resolution of complaints and inquiries regarding discrimination in access to department services, programs, and activities.

330.4 FOUR-FACTOR ANALYSIS

Because there are many different languages that members could encounter, the Department will utilize the four-factor analysis outlined in the U.S. Department of Justice (DOJ) Guidance to Federal Financial Assistance Recipients, available at the DOJ website, to determine which measures will provide meaningful access to its services and programs. It is recognized that law enforcement contacts and circumstances will vary considerably. This analysis, therefore, must remain flexible and will require an ongoing balance of the following four factors, which are:

(a) The number or proportion of LEP individuals eligible to be served or likely to be encountered by department members, or who may benefit from programs or services within the jurisdiction of this department or a particular geographic area.

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(b) The frequency with which LEP individuals are likely to come in contact with department members, programs, or services.

(c) The nature and importance of the contact, program, information, or service provided.

(d) The cost of providing LEP assistance and the resources available.

330.5 TYPES OF LEP ASSISTANCE AVAILABLE

Truth or Consequences Police Department members should never refuse service to an LEP individual who is requesting assistance, nor should they require an LEP individual to furnish an interpreter as a condition for receiving assistance. The Department will make every reasonable effort to provide meaningful and timely assistance to LEP individuals through a variety of services.

The Department will utilize all reasonably available tools, such as language identification cards, when attempting to determine an LEP individual's primary language.

LEP individuals may choose to accept department-provided LEP services at no cost or they may choose to provide their own.

Department-provided LEP services may include but are not limited to the assistance methods described in this policy.

330.6 WRITTEN FORMS AND GUIDELINES

Vital documents or those that are frequently used should be translated into languages most likely to be encountered. The LEP coordinator will arrange to make these translated documents available to members and other appropriate individuals, as necessary.

330.7 AUDIO RECORDINGS

The Department may develop audio recordings of important or frequently requested information in a language most likely to be understood by those LEP individuals who are representative of the community being served.

330.8 QUALIFIED BILINGUAL MEMBERS

Bilingual members may be qualified to provide LEP services when they have demonstrated through established department procedures a sufficient level of skill and competence to fluently communicate in both English and a non-English language. Members utilized for LEP services must demonstrate knowledge of the functions of an interpreter/translator and the ethical issues involved when acting as a language conduit. Additionally, bilingual members must be able to communicate technical and law enforcement terminology and be sufficiently proficient in the non-English language to perform complicated tasks, such as conducting interrogations, taking statements, collecting evidence, or conveying rights or responsibilities.

When a qualified bilingual member from this department is not available, personnel from other City departments who have been identified by the Department as having the requisite skills and competence may be requested.

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330.9 AUTHORIZED INTERPRETERS

Any person designated by the Department to act as an authorized interpreter and/or translator must have demonstrated competence in both English and the involved non-English language, must have an understanding of the functions of an interpreter that allows for correct and effective translation, and should not be a person with an interest in the department case or investigation involving the LEP individual. A person providing interpretation or translation services may be required to establish the accuracy and trustworthiness of the interpretation or translation in a court proceeding.

Authorized interpreters must pass a screening process established by the LEP coordinator that demonstrates their skills and abilities in the following areas:

(a) The competence and ability to communicate information accurately in both English and in the target language.

(b) Knowledge, in both languages, of any specialized terms or concepts peculiar to this department and of any particularized vocabulary or phraseology used by the LEP individual.

(c) The ability to understand and adhere to the interpreter role without deviating into other roles, such as counselor or legal adviser.

(d) Knowledge of the ethical issues involved when acting as a language conduit.

330.9.1 SOURCES OF AUTHORIZED INTERPRETERS

The Department may contract with authorized interpreters who are available over the telephone. Members may use these services with the approval of a supervisor and in compliance with established procedures.

Other sources may include:

- Qualified bilingual members of this department or personnel from other City departments.
- Individuals employed exclusively to perform interpretation services.
- Contracted in-person interpreters, such as state or federal court interpreters, among others.
- Interpreters from other agencies who have been qualified as interpreters by this department, and with whom the Department has a resource-sharing or other arrangement that they will interpret according to department guidelines.

330.9.2 COMMUNITY VOLUNTEERS AND OTHER SOURCES OF LANGUAGE ASSISTANCE

Language assistance may be available from community volunteers who have demonstrated competence in either monolingual (direct) communication and/or in interpretation or translation (as noted in above), and have been approved by the Department to communicate with LEP individuals.

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Where qualified bilingual members or other authorized interpreters are unavailable to assist, approved community volunteers who have demonstrated competence may be called upon when appropriate. However, department members must carefully consider the nature of the contact and the relationship between the LEP individual and the volunteer to ensure that the volunteer can provide neutral and unbiased assistance.

While family or friends of an LEP individual may offer to assist with communication or interpretation, members should carefully consider the circumstances before relying on such individuals. For example, children should not be relied upon except in exigent or very informal and non-confrontational situations.

330.10 CONTACT AND REPORTING

Although all law enforcement contacts, services, and individual rights are important, this department will utilize the four-factor analysis to prioritize service to LEP individuals so that such services may be targeted where they are most needed, according to the nature and importance of the particular law enforcement activity involved.

Whenever any member of this department is required to complete a report or other documentation that involves a situation in which interpretation services were provided to any involved LEP individual, such services should be noted in the related report. Members should document the type of interpretation services utilized and whether the individual elected to use services provided by the Department or some other identified source.

330.11 RECEIVING AND RESPONDING TO REQUESTS FOR ASSISTANCE

The Truth or Consequences Police Department will take reasonable steps and will work with the Department of Human Resources to develop in-house language capacity by hiring or appointing qualified members proficient in languages representative of the community being served.

330.11.1 EMERGENCY CALLS TO 9-1-1

Department members will make every reasonable effort to promptly accommodate LEP individuals utilizing 9-1-1 lines. When a 9-1-1 call-taker receives a call and determines that the caller is an LEP individual, the call-taker shall quickly determine whether sufficient information can be obtained to initiate an appropriate emergency response. If language assistance is still needed, the language is known, and a qualified bilingual member is available in SCRDA, the call shall immediately be handled by the qualified bilingual member.

If a qualified bilingual member is not available or the call-taker is unable to identify the caller's language, the call-taker will contact the contracted telephone interpretation service and establish a three-way call between the call-taker, the LEP individual, and the interpreter.

Dispatchers will make every reasonable effort to dispatch a qualified bilingual member to the assignment, if available and appropriate.

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Although 9-1-1 calls shall receive top priority, reasonable efforts should also be made to accommodate LEP individuals seeking routine access to services and information by utilizing the resources listed in this policy.

330.12 FIELD ENFORCEMENT

Field enforcement will generally include such contacts as traffic stops, pedestrian stops, serving warrants and restraining orders, crowd/traffic control, and other routine field contacts that may involve LEP individuals. The scope and nature of these activities and contacts will inevitably vary. Members and/or supervisors must assess each situation to determine the need and availability of language assistance to all involved LEP individuals and utilize the methods outlined in this policy to provide such assistance.

Although not every situation can be addressed in this policy, it is important that members are able to effectively communicate the reason for a contact, the need for information, and the meaning or consequences of any enforcement action. For example, it would be meaningless to request consent to search if the officer is unable to effectively communicate with an LEP individual.

If available, officers should obtain the assistance of a qualified bilingual member or an authorized interpreter before placing an LEP individual under arrest.

330.13 INVESTIGATIVE FIELD INTERVIEWS

In any situation where an interview may reveal information that could be used as the basis for arrest or prosecution of an LEP individual and a qualified bilingual member is unavailable or lacks the skills to directly communicate with the LEP individual, an authorized interpreter should be used. This includes interviews conducted during an investigation with victims, witnesses, and suspects. In such situations, audio recordings of the interviews should be made when reasonably possible. Identification and contact information for the interpreter (e.g., name, address) should be documented so that the person can be subpoenaed for trial if necessary.

If an authorized interpreter is needed, officers should consider calling for an authorized interpreter in the following order:

- An authorized department member or allied agency interpreter
- An authorized telephone interpreter
- Any other authorized interpreter

Any *Miranda* warnings shall be provided to suspects in their primary language by an authorized interpreter or, if the suspect is literate, by providing a translated *Miranda* warning card.

The use of an LEP individual's bilingual friends, family members, children, neighbors, or bystanders may be used only when a qualified bilingual member or authorized interpreter is unavailable and there is an immediate need to interview an LEP individual.

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330.14 CUSTODIAL INTERROGATIONS

Miscommunication during custodial interrogations may have a substantial impact on the evidence presented in a criminal prosecution. Only qualified bilingual members or, if none is available or appropriate, authorized interpreters shall be used during custodial interrogations. *Miranda* warnings shall be provided to suspects in their primary language by the qualified bilingual member or an authorized interpreter.

To ensure that translations during custodial interrogations are accurately documented and are admissible as evidence, interrogations should be recorded whenever reasonably possible. See guidance on recording custodial interrogations in the Investigation and Prosecution Policy.

330.15 BOOKINGS

When gathering information during the booking process, members should remain alert to the impediments that language barriers can create. In the interest of the arrestee's health and welfare, to protect the safety and security of the facility, and to protect individual rights, it is important that accurate medical screening and booking information be obtained. Members should seek the assistance of a qualified bilingual member whenever there is concern that accurate information cannot be obtained or that booking instructions may not be properly understood by an LEP individual.

330.16 COMPLAINTS

The Department shall ensure that LEP individuals who wish to file a complaint regarding members of this department are able to do so. The Department may provide an authorized interpreter or translated forms, as appropriate. Complaints will be referred to the LEP coordinator.

Investigations into such complaints shall be handled in accordance with the Personnel Complaints Policy. Authorized interpreters used for any interview with an LEP individual during a complaint investigation should not be members of this department.

Any notice required to be sent to an LEP individual as a complaining party pursuant to the Personnel Complaints Policy should be translated or otherwise communicated in a language-accessible manner.

330.17 COMMUNITY OUTREACH

Community outreach programs and other such services offered by this department are important to the ultimate success of more traditional law enforcement duties. This department will continue to work with community groups, local businesses, and neighborhoods to provide equal access to such programs and services.

330.18 TRAINING

To ensure that all members who may have contact with LEP individuals are properly trained, the Department will provide periodic training on this policy and related procedures, including how to access department-authorized telephonic and in-person interpreters and other available resources.

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The Training Manager shall be responsible for ensuring new members receive LEP training. Those who may have contact with LEP individuals should receive refresher training at least once every two years thereafter. The Training Manager shall maintain records of all LEP training provided, and will retain a copy in each member's training file in accordance with the established records retention schedule.

330.18.1 TRAINING FOR AUTHORIZED INTERPRETERS

All members on the authorized interpreter list must successfully complete prescribed interpreter training. To complete interpreter training successfully, an interpreter must demonstrate proficiency in and ability to communicate information accurately in both English and in the target language, demonstrate knowledge in both languages of any specialized terms or phraseology, and understand and adhere to the interpreter role without deviating into other roles, such as counselor or legal adviser.

Members on the authorized interpreter list must receive refresher training annually or they will be removed from the authorized interpreter list. This annual training should include language skills competency (including specialized terminology) and ethical considerations.

The Training Manager shall be responsible for coordinating the annual refresher training and will maintain a record of all training the interpreters have received.

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School Resource Officer Program

331.1 PURPOSE AND SCOPE

The purpose of a School Resource Officer Program is to prevent juvenile delinquency and create favorable student–police officer relationships. The court system, school administrators, teachers, parents, and students are all beneficiaries of the School Resource Program and, as stakeholders in the search for safer schools, should support and work with the School Resource Officer(s) to reduce violence in the schools.

331.2 POLICY

It is the policy of the Truth or Consequences Police Department, when manpower allows, to have designated officers assigned to the Truth or Consequences Public School District to interact with young people in order to increase positive attitudes toward law enforcement, reduce juvenile crime, and enhance the safety on the school campuses.

331.3 PROGRAM OBJECTIVES

The following are the objectives of the School Resource Officer Program:

- Promote student understanding of the law and the criminal justice system.
- Decrease the number of occurrences of substance abuse and/or possession, theft, vandalism, weapons possession, fighting, harassment, and trespassing during the school day and during extracurricular school functions.
- Decrease campus gang activity and involvement in gangs by the students.
- Improve young people's attitudes and relieve students' fears about law enforcement by familiarizing the student body with law enforcement personnel.
- Improve the awareness of the student body in the areas of drug resistance, alcoholic beverage avoidance, and civil and civic responsibility by presenting education to students on these issues.
- Increase access for students to community agencies that aid youths and their families with problems that require professional help.

331.4 SCHOOL RESOURCE OFFICER (SRO) RESPONSIBILITIES

The SRO shall coordinate all of its activities with the principal and staff members concerned. The SRO will seek guidance and permission before enacting any program within the school. The SRO shall develop expertise in presenting various subjects to the students. Such subjects will include, but not be limited to, a basic understanding of the laws, the role of the police officer, and the police mission. The SRO shall encourage individual and small group discussions with the students based on material presented in class to further establish rapport with the students. When requested by the principal, the SRO shall attend parent/staff/administrative meetings to solicit support and understanding of the program.

The SRO shall make himself available for conferences with the students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.

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The SRO shall become familiar with all community agencies that aid youths and their families, such as mental health clinics, drug treatment centers, etc. The SRO shall assist the school administration in developing plans and strategies to prevent and or minimize dangerous situations that may result from student unrest. These plans will have police department staff review and approval. Should it become necessary to conduct formal police interviews with the students, the SRO shall adhere to the legal requirements, police department policy, and school board policy for these interviews.

The SRO shall take law enforcement action as appropriate. As soon as practical, the SRO shall make the respective school administrators aware of such action. The SRO shall take appropriate law enforcement action against intruders and unwanted persons who may appear at the school and related school functions, to the extent the SRO may do so under the authority of law. The SRO shall give assistance to other law enforcement personnel in matters regarding his school assignment or as otherwise necessary.

The SRO shall maintain detailed and accurate records of the operation of its respective activities. These records shall include, but not be limited to, statistical findings from his school. The records will be submitted monthly to the supervisor of the SRO program. The SRO **shall not** act as a school disciplinarian, as disciplining students **is a school responsibility**. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO, and the SRO shall then determine whether law enforcement action is appropriate. The SRO **is not** to be used for regularly assigned lunchroom duties, bus duties, hall monitors, or other monitoring duties. If there is a problem, the SRO may assist the school until the problem is resolved.

331.5 ATTACHMENTS

See attachment: Fully Executed Service Agreement - TCMS - TCPD.pdf

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Chaplains

332.1 PURPOSE AND SCOPE

This policy establishes the guidelines for Truth or Consequences Police Department chaplains to provide counseling or emotional support to members of the Department, their families, and members of the public.

332.2 POLICY

The Truth or Consequences Police Department shall ensure that department chaplains are properly appointed, trained, and supervised to carry out their responsibilities without financial compensation.

332.3 ELIGIBILITY

Requirements for participation as a chaplain for the Department may include but are not limited to:

(a) Being above reproach, temperate, prudent, respectable, hospitable, able to teach, free from addiction to alcohol or other drugs, and free from excessive debt.

(b) Managing their household, family, and personal affairs well.

(c) Having a good reputation in the community.

(d) Successful completion of an appropriate-level background investigation.

(e) A minimum of five years of successful counseling experience.

(f) Possession of a valid driver's license.

The Chief of Police may allow exceptions to these eligibility requirements based on organizational needs and the qualifications of the individual.

332.4 RECRUITMENT, SELECTION, AND APPOINTMENT

The Truth or Consequences Police Department shall endeavor to recruit and appoint only those applicants who meet the high ethical, moral, and professional standards set forth by this department.

All applicants shall be required to meet and pass the same pre-employment procedures as department personnel before appointment.

332.4.1 RECRUITMENT

Chaplains should be recruited on a continuous and ongoing basis consistent with department policy on equal opportunity and non-discriminatory employment. A primary qualification for participation in the application process should be an interest in and an ability to assist the Department in serving the public. Chaplain candidates are encouraged to participate in ride-alongs with department members before and during the selection process.

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332.4.2 SELECTION AND APPOINTMENT

Chaplain candidates shall successfully complete the following process prior to appointment as a chaplain:

(a) Submit the appropriate written application.

(b) Include a recommendation from employers or volunteer programs.

(c) Interview with the Chief of Police and the chaplain coordinator.

(d) Successfully complete an appropriate-level background investigation.

(e) Complete an appropriate probationary period as designated by the Chief of Police.

Chaplains are volunteers and serve at the discretion of the Chief of Police. Chaplains shall have no property interest in continued appointment. However, if a chaplain is removed for alleged misconduct, the chaplain will be afforded an opportunity solely to clear their name through a liberty interest hearing, which shall be limited to a single appearance before the Chief of Police or the authorized designee.

332.5 IDENTIFICATION AND UNIFORMS

As representatives of the Department, chaplains are responsible for presenting a professional image to the community. Chaplains shall dress appropriately for the conditions and performance of their duties. Uniforms and necessary safety equipment will be provided for each chaplain. Identification symbols worn by chaplains shall be different and distinct from those worn by officers through the inclusion of "Chaplain" on the uniform. Chaplain uniforms shall not reflect any religious affiliation.

Chaplains will be issued Truth or Consequences Police Department identification cards, which must be carried at all times while on-duty. The identification cards will be the standard Truth or Consequences Police Department identification cards, with the exception that "Chaplain" will be indicated on the cards. Chaplains shall be required to return any issued uniforms or department property at the termination of service.

Chaplains shall conform to all uniform regulations and appearance standards of this department.

332.6 CHAPLAIN COORDINATOR

The responsibilities of the chaplain coordinator are assumed by the Chief of Police or designated to a department member.

The function of the coordinator is to provide a central coordinating point for effective chaplain management within the Department, and to direct and assist efforts to jointly provide more productive chaplain services. Chaplains shall report to the chaplain coordinator.

The chaplain coordinator may appoint a senior chaplain or other designee to assist in the coordination of chaplains and their activities.

The responsibilities of the coordinator include but are not limited to:

(a) Recruiting, selecting, and training qualified chaplains.

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(b) Conducting chaplain meetings.

(c) Establishing and maintaining a chaplain callout roster.

(d) Maintaining records for each chaplain.

(e) Tracking and evaluating the contribution of chaplains.

(f) Maintaining a record of chaplain schedules and work hours.

(g) Completing and disseminating, as appropriate, all necessary paperwork and information.

(h) Planning periodic recognition events.

(i) Maintaining a liaison with other agency chaplain coordinators.

An evaluation of the overall use of chaplains will be conducted on an annual basis by the coordinator.

332.7 DUTIES AND RESPONSIBILITIES

Chaplains assist the Department, its members, and the community as needed. Assignments of chaplains will usually be to augment the operations of the Department, but chaplains may be assigned to other areas within the Department as needed. Chaplains should be placed only in assignments or programs that are consistent with their knowledge, skills, and abilities and the needs of the Department.

All chaplains will be assigned to duties by the chaplain coordinator or the authorized designee.

Chaplains may not proselytize or attempt to recruit members of the Department or the public into a religious affiliation while representing themselves as chaplains with this department. If there is any question as to the receiving person's intent, chaplains should verify that the person is desirous of spiritual counseling or guidance before engaging in such discussion.

Chaplains may not accept gratuities for any service, or any subsequent actions or follow-up contacts that were provided while functioning as a chaplain for the Truth or Consequences Police Department.

332.7.1 COMPLIANCE

Chaplains are volunteer members of this department and, except as otherwise specified within this policy, are required to comply with the Volunteers Policy and other applicable policies.

332.7.2 OPERATIONAL GUIDELINES

(a) Chaplains will be scheduled to be on-call for a period of seven consecutive days during each month, beginning on Monday and ending on the following Sunday.

(b) Generally, each chaplain will serve with Truth or Consequences Police Department personnel a minimum of eight hours per month.

(c) At the end of each watch the chaplain will complete a chaplain shift report and submit it to the Chief of Police or the authorized designee.

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(d) Chaplains shall be permitted to ride with officers during any shift and observe Truth or Consequences Police Department operations, provided a supervisor has been notified and has approved the activity.

(e) Chaplains shall not be evaluators of members of the Department.

(f) In responding to incidents, a chaplain shall never function as an officer.

(g) When responding to in-progress calls for service, chaplains may be required to stand by in a secure area until the situation has been deemed safe.

(h) Chaplains shall serve only within the jurisdiction of the Truth or Consequences Police Department unless otherwise authorized by the Chief of Police or the authorized designee.

(i) Each chaplain shall have access to current department member rosters, addresses, telephone numbers, duty assignments, and other information that may assist in their duties. Such information will be considered confidential, and each chaplain will exercise appropriate security measures to prevent unauthorized access to the data.

332.7.3 ASSISTING DEPARTMENT MEMBERS

The responsibilities of a chaplain related to department members include but are not limited to:

(a) Assisting in making notification to families of members who have been seriously injured or killed and, after notification, responding to the hospital or home of the member.

(b) Visiting sick or injured members in the hospital or at home.

(c) Attending and participating, when requested, in funerals of active or retired members.

(d) Serving as a resource for members who are dealing with the public during significant incidents (e.g., accidental deaths, suicides, suicidal subjects, serious accidents, drug and alcohol abuse).

(e) Providing counseling and support for members and their families.

(f) Being alert to the needs of members and their families.

332.7.4 ASSISTING THE DEPARTMENT

The responsibilities of a chaplain related to this department include but are not limited to:

(a) Assisting members in defusing a conflict or incident, when requested.

(b) Responding to any significant incident (e.g., natural and accidental deaths, suicides and attempted suicides, family disturbances) in which the supervisor believes the chaplain could assist in accomplishing the mission of the Department.

(c) Responding to all major disasters, such as natural disasters, bombings, and similar critical incidents.

(d) Being on-call and, if possible, on-duty during major demonstrations or any public function that requires the presence of a large number of department members.

(e) Attending department and academy graduations, ceremonies, and social events, and offering invocations and benedictions, as requested.

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(f) Participating in in-service training classes.

(g) Training others to enhance the effectiveness of the Department.

332.7.5 ASSISTING THE COMMUNITY

The duties of a chaplain related to the community include but are not limited to:

(a) Fostering familiarity with the role of law enforcement in the community.

(b) Providing an additional link between the community, other chaplain coordinators, and the Department.

(c) Providing a liaison with various civic, business, and religious organizations.

(d) Assisting the community when they request representatives or leaders of various denominations.

(e) Assisting the community in any other function, as needed or requested.

(f) Making referrals in cases where specialized attention is needed or in cases that are beyond the chaplain's ability to assist.

332.7.6 CHAPLAIN MEETINGS

All chaplains are required to attend scheduled meetings. Any absences must be satisfactorily explained to the chaplain coordinator.

332.8 PRIVILEGED COMMUNICATIONS

No person who provides chaplain services to members of the Department may work or volunteer for the Truth or Consequences Police Department in any capacity other than that of chaplain.

Department chaplains shall be familiar with state evidentiary laws and rules pertaining to the limits of the clergy-penitent, psychotherapist-patient, and other potentially applicable privileges and shall inform members when it appears reasonably likely that the member is discussing matters that are not subject to privileged communications. In such cases, the chaplain should consider referring the member to a non-department counseling resource.

No chaplain shall provide counsel to or receive confidential communications from any Truth or Consequences Police Department member concerning an incident personally witnessed by the chaplain or concerning an incident involving the chaplain.

332.9 TRAINING

The Department will establish a minimum number of training hours and standards for department chaplains. The training, as approved by the Training Manager, may include:

- Stress management.
- Death notifications.
- Symptoms of post-traumatic stress.
- Burnout for members of law enforcement and chaplains.
- Legal liability and confidentiality.

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- Ethics.
- Responding to crisis situations.
- The law enforcement family.
- Substance abuse.
- Officer injury or death.
- Sensitivity and diversity.

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Public Safety Video Surveillance System

333.1 PURPOSE AND SCOPE

This policy provides guidance for the placement and monitoring of department public safety video surveillance, as well as the storage and release of the captured images.

This policy only applies to overt, marked public safety video surveillance systems operated by the Department. It does not apply to mobile audio/video systems, covert audio/video systems, or any other image-capturing devices used by the Department.

333.2 POLICY

The Truth or Consequences Police Department operates a public safety video surveillance system to complement its anti-crime strategy, to effectively allocate and deploy personnel, and to enhance public safety and security in public areas. Cameras may be placed in strategic locations throughout the City to detect and deter crime, to help safeguard against potential threats to the public, to help manage emergency response situations during natural and man-made disasters, and to assist City officials in providing services to the community.

Video surveillance in public areas will be conducted in a legal and ethical manner while recognizing and protecting constitutional standards of privacy.

333.3 OPERATIONAL GUIDELINES

Only department-approved video surveillance equipment shall be utilized. Members authorized to monitor video surveillance equipment should only monitor public areas and public activities where no reasonable expectation of privacy exists. The Chief of Police or the authorized designee shall approve all proposed locations for the use of video surveillance technology and should consult with and be guided by legal counsel as necessary in making such determinations.

333.3.1 PLACEMENT AND MONITORING

Camera placement will be guided by the underlying purpose or strategy associated with the overall video surveillance plan. As appropriate, the Chief of Police should confer with other affected City divisions and designated community groups when evaluating camera placement. Environmental factors, including lighting, location of buildings, presence of vegetation, or other obstructions, should also be evaluated when determining placement.

Cameras shall only record video images and not sound. Recorded images may be used for a variety of purposes, including criminal investigations and monitoring of activity around high-value or high-threat areas. The public safety video surveillance system may be useful for the following purposes:

(a) To prevent, deter, and identify criminal activity.

(b) To target identified areas of gang and narcotics complaints or activity.

(c) To respond to critical incidents.

(d) To assist in identifying, apprehending, and prosecuting offenders.

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(e) To document officer and offender conduct during interactions to safeguard the rights of the public and officers.

(f) To augment resources in a cost-effective manner.

(g) To monitor pedestrian and vehicle traffic activity.

Images from each camera should be recorded in a manner consistent with the underlying purpose of the particular camera. Images should be transmitted to monitors installed in SCRDA. When activity warranting further investigation is reported or detected at any camera location, the available information should be provided to responding officers in a timely manner. A supervisor or trained SCRDA personnel are authorized to adjust the cameras to more effectively view a particular area for any legitimate public safety purpose.

The Chief of Police may authorize video feeds from the public safety video surveillance system to be forwarded to a specified location for monitoring by other than police personnel, such as allied government agencies, road or traffic crews, or fire or emergency operations personnel.

Unauthorized recording, viewing, reproduction, dissemination, or retention of anything documented by public safety surveillance equipment is prohibited.

333.3.2 CAMERA MARKINGS

All public areas monitored by public safety surveillance equipment shall be marked in a conspicuous manner with appropriate signs to inform the public that the area is under police surveillance. Signs should be well lit, placed appropriately, and without obstruction to ensure visibility.

333.3.3 INTEGRATION WITH OTHER TECHNOLOGY

The Department may elect to integrate its public safety video surveillance system with other technology to enhance available information. Systems such as gunshot detection, incident mapping, crime analysis, license plate recognition, facial recognition, and other video-based analytical systems may be considered based upon availability and the nature of department strategy.

The Department should evaluate the availability and propriety of networking or otherwise collaborating with appropriate private sector entities and should evaluate whether the use of certain camera systems, such as pan-tilt-zoom systems, video enhancement, or other analytical technology, requires additional safeguards.

333.4 VIDEO SUPERVISION

Supervisors should monitor video surveillance access and usage to ensure members follow department policy and applicable laws. Supervisors should ensure such use and access is appropriately documented.

333.4.1 VIDEO LOG

A log should be maintained at all locations where video surveillance monitors are located. The log should be used to document all persons not assigned to the monitoring locations who have

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been given access to view or monitor images provided by the video surveillance cameras. The logs should, at a minimum, record the:

(a) Date and time access was given.

(b) Name and agency of the person being given access to the images.

(c) Name of person authorizing access.

(d) Identifiable portion of images viewed.

333.4.2 PROHIBITED ACTIVITY

Public safety video surveillance systems will not intentionally be used to invade the privacy of individuals or observe areas where a reasonable expectation of privacy exists.

Public safety video surveillance equipment shall not be used in an unequal or discriminatory manner and shall not target individuals or groups based solely on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.

Video surveillance equipment shall not be used to harass, intimidate, or discriminate against any individual or group.

333.5 STORAGE AND RETENTION OF MEDIA

All downloaded media shall be stored in a secure area with access restricted to authorized persons. A recording needed as evidence shall be copied to a suitable medium and booked into evidence in accordance with established evidence procedures. All actions taken with respect to retention of media shall be appropriately documented.

The type of video surveillance technology employed and the manner in which recordings are used and stored will affect retention periods. The recordings should be stored and retained in accordance with the established records retention schedule (1.21.2.1 NMAC et. seq.).

333.5.1 EVIDENTIARY INTEGRITY

All downloaded and retained media shall be treated in the same manner as other evidence. Media shall be accessed, maintained, stored, and retrieved in a manner that ensures its integrity as evidence, including strict adherence to chain of custody requirements. Electronic trails, including encryption, digital masking of innocent or uninvolved individuals to preserve anonymity, authenticity certificates, and date and time stamping shall be used as appropriate to preserve individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody.

333.6 RELEASE OF VIDEO IMAGES

All recorded video images gathered by the public safety video surveillance equipment are for the official use of the Truth or Consequences Police Department.

Requests for recorded video images from the public or the media shall be processed in the same manner as requests for department public records.

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Requests for recorded images from other law enforcement agencies shall be referred to the Chief of Police or the authorized designee for release in accordance with a specific and legitimate law enforcement purpose.

Recorded video images that are the subject of a court order or subpoena shall be processed in accordance with the established department subpoena process.

333.7 VIDEO SURVEILLANCE AUDIT

The Chief of Police or the authorized designee will conduct an annual review of the public safety video surveillance system. The review should include an analysis of the cost, benefit, and effectiveness of the system, including any public safety issues that were effectively addressed or any significant prosecutions that resulted, and any systemic operational or administrative issues that were identified, including those related to training, discipline, or policy.

The results of each review shall be appropriately documented and maintained by the Chief of Police or the authorized designee and other applicable advisory bodies. Any recommendations for training or policy should be promptly addressed.

333.8 TRAINING

All department members authorized to operate or access public safety video surveillance systems shall receive appropriate training. Training should include guidance on the use of cameras, interaction with dispatch and patrol operations, and a review regarding relevant policies and procedures, including this policy. Training should also address state and federal law related to the use of video surveillance equipment and privacy.

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Child and Dependent Adult Safety

334.1 PURPOSE AND SCOPE

This policy provides guidelines to ensure that children and dependent adults are not left without appropriate care in the event their caregiver or guardian is arrested or otherwise prevented from providing care due to actions taken by members of this department.

This policy does not address the actions to be taken during the course of a child abuse or dependent adult investigation. These are covered in the Child Abuse and Adult Abuse policies.

334.2 POLICY

It is the policy of this department to mitigate, to the extent reasonably possible, the stressful experience individuals may have when their parent or caregiver is arrested. The Truth or Consequences Police Department will endeavor to create a strong, cooperative relationship with local, state, and community-based social services to ensure an effective, collaborative response that addresses the needs of those affected, including call-out availability and follow-up responsibilities.

334.3 PROCEDURES DURING AN ARREST

When encountering an arrest or prolonged detention situation, officers should make reasonable attempts to determine if the arrestee is responsible for children or dependent adults (NMSA § 31-1-8). In some cases this may be obvious, such as when children or dependent adults are present. However, officers should inquire if the arrestee has caregiver responsibilities for any children or dependent adults who are without appropriate supervision. The following steps should be taken:

(a) Inquire about and confirm the location of any children or dependent adults.

(b) Look for evidence of children and dependent adults. Officers should be mindful that some arrestees may conceal the fact that they have a dependent for fear the individual may be taken from them.

(c) Consider inquiring of witnesses, neighbors, friends, and relatives of the arrestee as to whether the person is responsible for a child or dependent adult.

Whenever reasonably possible, officers should consider reasonable alternatives to arresting a parent, guardian, or caregiver in the presence of their child or dependent adult.

Whenever it is safe to do so, officers should allow the parent or caregiver to assure children or dependent adults that they will be provided care. If this is not safe or if the demeanor of the parent or caregiver suggests this conversation would be nonproductive, the officer at the scene should explain the reason for the arrest in age-appropriate language and offer reassurance to the child or dependent adult that they will receive appropriate care.

334.3.1 AFTER AN ARREST

Whenever an arrest is made, the officer should take all reasonable steps to ensure the safety of the arrestee's disclosed or discovered children or dependent adults.

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Officers should allow the arrestee reasonable time to arrange for care of children and dependent adults. Temporary placement with family or friends may be appropriate. However, any decision should give priority to a care solution that is in the best interest of the child or dependent adult. In such cases the following guidelines should be followed:

(a) Allow the person reasonable time to arrange for the care of children and dependent adults with a responsible party, as appropriate.

    1. Officers should consider allowing the person to use their cell phone to facilitate arrangements through access to contact phone numbers, and to lessen the likelihood of call screening by the recipients due to calls from unknown sources.

(b) Unless there is evidence that it would not be in the dependent person's best interest (e.g., signs of abuse, drug use, unsafe environment), officers should respect the parent or caregiver's judgment regarding arrangements for care. It is generally best if the child or dependent adult remains with relatives or family friends that they know and trust because familiarity with surroundings and consideration for comfort, emotional state, and safety are important.

    1. Except when a court order exists limiting contact, the officer should attempt to locate and place children or dependent adults with the non-arrested parent, guardian, or caregiver.

(c) Provide for the immediate supervision of children or dependent adults until an appropriate caregiver arrives.

(d) Notify Child Protective Services Division or the Adult Protective Services (APS) Aging and Long-Term Services Department, if appropriate.

(e) Notify the field supervisor of the disposition of children or dependent adults.

If children or dependent adults are at school or another known location outside the household at the time of arrest, the arresting officer should attempt to contact the school or other known location and inform the principal or appropriate responsible adult of the caregiver's arrest and of the arrangements being made for the care of the arrestee's dependent. The result of such actions should be documented in the associated report.

334.3.2 DURING THE BOOKING PROCESS

During the booking process, the arrestee should be allowed to make telephone calls to arrange for the care of any child or dependent adult in accordance with the Temporary Custody of Adults Policy.

If an arrestee is unable to arrange for the care of any child or dependent adult through this process, or circumstances prevent them from making such arrangements (e.g., their behavior prevents reasonable accommodations for making necessary calls), a supervisor should be contacted to determine the appropriate steps to arrange for care. These steps may include additional telephone calls or contacting a local, county, or state services agency.

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334.3.3 REPORTING

(a) For all arrests where children are present or living in the household, the reporting member will document the following information:

1. Name
2. Sex
3. Age
4. Special needs (e.g., medical, mental health)
5. How, where, and with whom or which agency the child was placed
6. Identities and contact information for other potential caregivers
7. Notifications made to other adults (e.g., schools, relatives)

(b) For all arrests where dependent adults are present or living in the household, the reporting member will document the following information:

1. Name
2. Sex
3. Age
4. Whether the person reasonably appears able to care for themself
5. Disposition or placement information if they are unable to care for themself

334.3.4 SUPPORT AND COUNSELING REFERRAL

If, in the judgment of the handling officers, the child or dependent adult would benefit from additional assistance, such as counseling services, contact with a victim advocate, or a crisis response telephone number, the appropriate referral information may be provided.

334.4 DEPENDENT WELFARE SERVICES

Whenever an arrestee is unwilling or incapable of arranging for the appropriate care of any child or dependent adult, the handling officer should contact the appropriate welfare service or other department-approved social service agency to determine whether protective custody is appropriate.

Only when other reasonable options are exhausted should a child or dependent adult be transported to the police facility, transported in a marked law enforcement vehicle or taken into formal protective custody.

Under no circumstances should a child or dependent adult be left unattended or without appropriate care.

334.5 TRAINING

The Training Manager is responsible for ensuring that all members of this department who may be involved in arrests affecting children or dependent adults receive approved training on effective safety measures when a parent, guardian, or caregiver is arrested.

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Service Animals

335.1 PURPOSE AND SCOPE

The purpose of this policy is to provide the guidelines necessary to ensure that the rights of individuals who use service animals to assist with disabilities are protected in accordance with Title II of the Americans with Disabilities Act (ADA).

335.1.1 DEFINITIONS

Definitions related to this policy include:

Service animal - A dog that is trained, or is being trained, to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by a service animal must be directly related to the individual's disability (28 CFR 35.104; NMSA § 28-11-2).

Service animal also includes a miniature horse if the horse is trained, or is being trained, to do work or perform tasks for people with disabilities, provided the horse is housebroken, is under the handler's control, the facility can accommodate the horse's type, size, and weight, and the horse's presence will not compromise legitimate safety requirements necessary for safe operation of the facility (28 CFR 35.136(i); NMSA § 28-11-2).

335.2 POLICY

It is the policy of the Truth or Consequences Police Department to provide equal access to services, programs, and activities of the Department to persons with service animals. Department members shall protect the rights of persons assisted by service animals in accordance with state and federal law.

335.3 IDENTIFICATION AND USE OF SERVICE ANIMALS

Service animals that are assisting individuals with disabilities are permitted in all public facilities and areas where the general public is allowed. Department members are expected to treat individuals with service animals with the same courtesy and respect that the Truth or Consequences Police Department affords to all members of the public (28 CFR 35.136; NMSA § 28-11-3).

Some service animals may be readily identifiable. However, many do not have a distinctive symbol, harness, or collar.

Service animals may be used in a number of ways to provide assistance, including:

- Guiding people who are blind or have low vision.
- Alerting people who are deaf or hard of hearing.
- Retrieving or picking up items, opening doors, or flipping switches for people who have limited use of their hands, arms, or legs.
- Pulling wheelchairs.

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- Providing physical support and assisting with stability and balance.
- Doing work or performing tasks for persons with traumatic brain injury, intellectual disabilities, or psychiatric disabilities, such as reminding a person with depression to take medication.
- Alerting a person with anxiety to the onset of panic attacks, providing tactile stimulation to calm a person with post-traumatic stress disorder, assisting people with schizophrenia to distinguish between hallucinations and reality, and helping people with traumatic brain injury to locate misplaced items or follow daily routines.

335.4 INQUIRIES REGARDING SERVICE ANIMALS

If it is apparent or if a member is aware that an animal is a service animal, the individual generally should not be asked any questions as to the status of the animal. If it is unclear whether an animal meets the definition of a service animal, the member should ask the individual only the following questions (28 CFR 35.136(f)):

- Is the animal required because of a disability?
- What task or service has the service animal been trained to perform?

If the individual explains that the animal is required because of a disability and has been trained to work or perform at least one task, the animal meets the definition of a service animal and no further questions as to the animal's status should be asked. The individual should not be questioned about their disabilities nor should members ask any individual to provide any license, certification, or identification card for the service animal.

335.5 CONTACT WITH SERVICE ANIMALS

Service animals are not pets. Department members should not interfere with a service animal by talking to, petting, or otherwise initiating contact (NMSA § 28-11-5).

335.6 REMOVAL OF SERVICE ANIMALS

If a service animal is not housebroken, exhibits vicious behavior, poses a direct threat to the health of others, or unreasonably disrupts or interferes with normal business operations, a department supervisor may direct the handler to remove the animal from the premises. Barking alone is not a threat nor does a direct threat exist if the person takes prompt, effective action to control the service animal (28 CFR 35.136 (b); 28 CFR 35.139; NMSA § 28-11-3).

Each incident must be considered individually, and past incidents alone are not cause for excluding a service animal. Removal of a service animal may not be used as a reason to refuse access to services, programs, and activities to an individual with a disability. Members are expected to provide all services, programs, and activities that are reasonably available to an individual with a disability, with or without a service animal.

335.7 COMPLAINTS

When handling calls of a complaint regarding a service animal, members should remain neutral and should be prepared to explain the ADA requirements concerning service animals to the

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concerned parties. Businesses are required to allow service animals to accompany their handlers into the same areas that other customers or members of the public are allowed (28 CFR 36.302; NMSA § 28-11-3).

Absent a violation of law independent of the ADA, officers should take no enforcement action beyond keeping the peace. Individuals who believe they have been discriminated against as a result of a disability should be referred to the Civil Rights Division of the U.S. Department of Justice (DOJ).

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Volunteers

336.1 PURPOSE AND SCOPE

This policy establishes the guidelines for Truth or Consequences Police Department volunteers to supplement and assist department personnel in their duties. Trained volunteers are members who can augment department personnel and help complete various tasks.

336.1.1 DEFINITIONS

Definitions related to this policy include:

Volunteer - An individual who performs a service for the Department without promise, expectation, or receipt of compensation for services rendered. This may include unpaid chaplains, unpaid reserve officers, interns, persons providing administrative support, and youth involved in a law enforcement Explorer Post, among others.

336.2 POLICY

The Truth or Consequences Police Department shall ensure that volunteers are properly appointed, trained, and supervised to carry out specified tasks and duties in order to create an efficient department and improve services to the community.

336.3 ELIGIBILITY

Requirements for participation as a volunteer for the Department may include but are not limited to:

(a) Residency in the City of Truth or Consequences.

(b) Being at least 18 years of age for all positions other than Explorer.

(c) Being at least 14 years of age for Explorer.

(d) Possession of a valid driver's license if the position requires vehicle operation.

(e) Possession of liability insurance for any personally owned equipment, vehicles, or animals utilized during volunteer work.

(f) No conviction of a felony, any crime of a sexual nature or against children, any crime related to assault or violence, any crime related to dishonesty, or any crime related to impersonating a law enforcement officer.

(g) No conviction of a misdemeanor or gross misdemeanor crime within the past 10 years, excluding petty misdemeanor traffic offenses.

(h) No mental illness or chemical dependency condition that may adversely affect the person's ability to serve in the position.

(i) Ability to meet physical requirements reasonably appropriate to the assignment.

(j) A personal background history and character suitable for a person representing the Department, as validated by a background investigation.

The Chief of Police may allow exceptions to these eligibility requirements based on organizational needs and the qualifications of the individual.

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336.4 RECRUITMENT, SELECTION, AND APPOINTMENT

The Truth or Consequences Police Department shall endeavor to recruit and appoint only those applicants who meet the high ethical, moral, and professional standards set forth by this department.

336.4.1 RECRUITMENT

Volunteers should be recruited on a continuous and ongoing basis consistent with department policy on equal opportunity, nondiscriminatory employment. A primary qualification for participation in the application process should be an interest in and an ability to assist the Department in serving the public.

Requests for volunteers should be submitted in writing by interested department members to the volunteer coordinator through the requester's immediate supervisor. A complete description of the volunteer's duties and a requested time frame should be included in the request. All department members should understand that the recruitment of volunteers is enhanced by creative and interesting assignments. The volunteer coordinator may withhold assignment of any volunteer until such time as the requester is prepared to make effective use of volunteer resources.

336.4.2 SELECTION

Volunteer candidates shall successfully complete the following process prior to appointment as a volunteer:

(a) Submit the appropriate written application.

(b) Interview with the volunteer coordinator.

(c) Successfully complete an appropriate-level background investigation.

336.4.3 APPOINTMENT

Service as a volunteer with the Department shall begin with an official notice of acceptance or appointment by the Chief of Police or the authorized designee. Notice may only be given by an authorized representative of the Department, who will normally be the volunteer coordinator.

No volunteer should begin any assignment until they have been officially accepted for that position and have completed all required screening and paperwork. At the time of final acceptance, each volunteer should complete all required enrollment paperwork and will receive a copy of the position description and agreement of service with the Department.

All volunteers shall receive a copy of the volunteer orientation materials and shall be required to sign a volunteer agreement. Volunteers should be placed only in assignments or programs that are consistent with their knowledge, skills, and abilities and the needs of the Department.

Volunteers serve at the discretion of the Chief of Police.

336.5 IDENTIFICATION AND UNIFORMS

As representatives of the Department, volunteers are responsible for presenting a professional image to the community. Volunteers shall dress appropriately for the conditions and performance

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of their duties. Uniforms and necessary safety equipment will be provided for each volunteer. Identification symbols worn by volunteers shall be different and distinct from those worn by officers or other members of this department through the inclusion of "Volunteer" on the uniform.

Volunteers will be issued Truth or Consequences Police Department identification cards, which must be carried at all times while on-duty. The identification cards will be the standard Truth or Consequences Police Department identification cards, except that "Volunteer" will be indicated on the cards.

336.6 PERSONNEL WORKING AS VOLUNTEERS

Qualified regular department personnel, when authorized, may also serve as volunteers. However, this department shall not utilize the services of volunteers in such a way that it would violate employment laws or collective bargaining agreements (e.g., a detention officer participating as a volunteer for reduced or no pay). Therefore, the volunteer coordinator should consult with the Department of Human Resources prior to allowing regular department personnel to serve in a volunteer capacity (29 CFR 553.30).

336.7 VOLUNTEER COORDINATOR

The responsibilities of the volunteer coordinator are assumed by the Chief of Police or designated to a department member.

The function of the coordinator is to provide a central coordinating point for effective volunteer management within the Department, and to direct and assist efforts to jointly provide more productive volunteer services. Volunteers shall report to the volunteer coordinator.

The volunteer coordinator may appoint a senior volunteer or other designee to assist in the coordination of volunteers and their activities.

The responsibilities of the coordinator include but are not limited to:

(a) Recruiting, selecting, and training qualified volunteers.

(b) Conducting volunteer meetings.

(c) Establishing and maintaining a volunteer callout roster.

(d) Maintaining records for each volunteer.

(e) Tracking and evaluating the contribution of volunteers.

(f) Maintaining a record of volunteer schedules and work hours.

(g) Completing and disseminating, as appropriate, all necessary paperwork and information.

(h) Planning periodic recognition events.

(i) Maintaining a liaison with other community programs that use volunteers and assisting in community-wide efforts to recognize and promote volunteering.

(j) Maintaining volunteer orientation and training materials and outlining expectations, policies, and responsibilities for all volunteers.

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An evaluation of the overall use of volunteers will be conducted on an annual basis by the coordinator.

336.8 DUTIES AND RESPONSIBILITIES

Volunteers assist department personnel as needed. Assignments of volunteers will usually be to augment the operations of the Department, but volunteers may be assigned to other areas within the Department as needed. Volunteers should be placed only in assignments or programs that are consistent with their knowledge, skills, and abilities and the needs of the Department.

All volunteers will be assigned to duties by the volunteer coordinator or the authorized designee.

336.8.1 COMPLIANCE

Volunteers shall be required to adhere to all department policies and procedures. A copy of the policies and procedures will be made available to each volunteer upon appointment. The volunteer shall become thoroughly familiar with these policies.

Whenever a rule, regulation, or guideline in this Policy Manual refers to regular department personnel, it shall also apply to a volunteer, unless by its nature it is inapplicable.

Volunteers are required by this department to meet department-approved training requirements as applicable to their assignments.

336.8.2 VOLUNTEER MEETINGS

All volunteers are required to attend scheduled meetings. Any absences must be satisfactorily explained to the volunteer coordinator.

336.9 TASK-SPECIFIC TRAINING

Task-specific training is intended to provide the required instruction and practice for volunteers to properly and safely perform their assigned duties. A volunteer's training should correspond to their assignment as determined by the volunteer coordinator.

Volunteers will be provided with an orientation program to acquaint them with the policies of the Department and law enforcement procedures applicable to their assignments.

Volunteers should receive position-specific training to ensure they have adequate knowledge and skills to complete the required tasks, and should receive ongoing training as deemed appropriate by their supervisors or the volunteer coordinator.

Training should reinforce to volunteers that they shall not intentionally represent themselves as, or by omission infer that they are, officers or other full-time members of the Department. They shall always represent themselves as volunteers.

All volunteers shall comply with the rules of conduct and with all applicable orders and directives, either oral or written, issued by the Department.

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336.9.1 VOLUNTEER TRAINING MATERIALS

Each new volunteer will be issued volunteer training materials. The materials outline the subject matter and skills necessary to properly function as a volunteer with the Truth or Consequences Police Department. The volunteer shall become knowledgeable of the subject matter and proficient with the skills as set forth in the training materials.

336.10 SUPERVISION

Each volunteer must have a clearly identified supervisor who is responsible for direct management of that volunteer. This supervisor will be responsible for day-to-day management and guidance of the work of the volunteer and should be available to the volunteer for consultation and assistance.

Functional supervision of volunteers is the responsibility of the supervisor in charge of the volunteer's assigned duties. The following are some considerations that supervisors should keep in mind while supervising volunteers:

(a) Take the time to introduce volunteers to members on all levels.

(b) Ensure volunteers have work space and necessary office supplies.

(c) Make sure the work is challenging. Do not hesitate to give volunteers an assignment or task that will utilize these valuable resources.

A volunteer may be assigned as a supervisor of other volunteers, provided that the supervising volunteer is under the direct supervision of an employee of the Truth or Consequences Police Department.

336.10.1 EVALUATIONS

While in training, volunteers should be continuously evaluated using standardized daily and weekly observation reports. A volunteer will be considered a trainee until they have satisfactorily completed training. Volunteers who have completed their training should be evaluated annually using performance dimensions applicable to the duties and authorities granted to that volunteer.

336.10.2 FITNESS FOR DUTY

No volunteer shall report for work or be at work when their judgment or physical condition has been impaired due to illness or injury, or by the use of alcohol or drugs, whether legal or illegal.

Volunteers shall report to their supervisors any change in status that may affect their ability to fulfill their duties. This includes but is not limited to:

(a) Driver's license.

(b) Medical condition.

(c) Arrests.

(d) Criminal investigations.

(e) All law enforcement contacts.

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336.11 INFORMATION ACCESS

With appropriate security clearance, a volunteer may have access to or be in the vicinity of criminal histories, investigative files, or information portals. Unless otherwise directed by a supervisor, the duties of the position, or department policy, all such information shall be considered confidential. Only that information specifically identified and approved by authorized members shall be released. Confidential information shall be given only to persons who have a need and a right to know, as determined by department policy and supervisory personnel.

A volunteer whose assignment requires the use of, or access to, confidential information will be required to have their fingerprints submitted to the New Mexico Department of Public Safety to obtain clearance. Volunteers working this type of assignment will receive training in data practices and be required to sign a nondisclosure agreement before being given an assignment with the Department. Subsequent unauthorized disclosure of any confidential information verbally, in writing, or by any other means by the volunteer is grounds for immediate dismissal and possible criminal prosecution.

Volunteers shall not address public gatherings, appear on radio or television, prepare any article for publication, act as correspondents to newspapers or other periodicals, release or divulge any information concerning the activities of the Department, or maintain that they represent the Department in such matters without permission from the proper department personnel.

336.11.1 RADIO AND MOBILE DATA COMPUTER USAGE

Volunteers shall successfully complete state and federal database access training and radio procedures training prior to using police radios or Mobile Data Computers and shall comply with all related provisions. The volunteer coordinator should ensure that radio and database access training is provided for volunteers whenever necessary.

336.12 EQUIPMENT

Any property or equipment issued by the Department shall be for official and authorized use only. Any property or equipment issued to a volunteer shall remain the property of the Department and shall be returned at the termination of service.

336.12.1 VEHICLE USE

Any volunteer who operates any vehicle while acting in the capacity of a volunteer shall receive training in safe driving and defensive driving. The specific training and course of study shall be determined by the volunteer coordinator.

Volunteers assigned to duties that require the use of a vehicle must first complete:

(a) A driving safety briefing and department-approved driver safety course.

(b) Verification that the volunteer possesses a valid driver's license.

(c) Verification that the volunteer carries current vehicle insurance.

The coordinator should ensure that all volunteers receive safety briefing updates and license and insurance verification at least once a year.

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When operating department vehicles, volunteers shall obey all rules of the road, including safety belt requirements.

Volunteers should not operate a marked law enforcement vehicle unless there is a prominently placed sign indicating that the vehicle is out of service.

Volunteers are not authorized to operate department vehicles while using the vehicle's emergency equipment (e.g., emergency lights siren).

336.13 DISCIPLINARY PROCEDURES/TERMINATION

If a volunteer has a personnel complaint made against them or becomes involved in an internal investigation, the matter shall be investigated in compliance with the Personnel Complaints Policy.

Volunteers are considered at-will and may be removed from service at the discretion of the Chief of Police, with or without cause. Volunteers shall have no property interest in their continued appointments. However, if a volunteer is removed for alleged misconduct, the volunteer will be afforded an opportunity solely to clear their name through a liberty interest hearing, which shall be limited to a single appearance before the Chief of Police or the authorized designee.

Volunteers may resign from volunteer service with the Department at any time. It is requested that volunteers who intend to resign provide advance notice and a reason for their decision.

336.13.1 EXIT INTERVIEWS

The volunteer coordinator should conduct exit interviews, where possible. These interviews should ascertain why the volunteer is leaving the position and should solicit the volunteer’s suggestions on improving the position. When appropriate, an exit interview should also include a discussion on the possibility of involvement in some other capacity with the Department.

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Native American Graves Protection and Repatriation

337.1 PURPOSE AND SCOPE

This policy is intended to ensure the protection and security of ancient or historic grave sites, including notification of personnel responsible for cultural items, in compliance with the Native American Graves Protection and Repatriation Act (NAGPRA) (25 USC § 3001 et seq.).

337.1.1 DEFINITIONS

Definitions related to this policy include (43 CFR 10.2):

Funerary objects - Objects that, as part of the death rite or ceremony of a Native American culture, are reasonably believed to have been placed intentionally at the time of death or later with or near individual human remains. Funerary objects are either associated funerary objects or unassociated funerary objects.

Associated funerary objects are any funerary objects related to removed human remains, where the location of the human remains is known. This includes objects that were made exclusively for burial purposes or to contain human remains, regardless of the physical location or existence of any related human remains.

Unassociated funerary objects are any other funerary objects that are identified by a preponderance of the evidence such as:

- Related to human remains but the remains were not removed, or the location of the remains is unknown.
- Related to specific individuals or families.
- Removed from specific burial sites with Native American cultural affiliation.
- Removed from an area where such burial sites are known to have existed, but the site no longer exists.

Native American human remains - Any physical part of the body of a Native American individual.

Objects of cultural patrimony - Objects having ongoing historical, traditional, or cultural importance that is central to the Native American group or culture itself and, therefore, cannot be appropriated or conveyed by any individual, including members of the Native American group or Native Hawaiian organization. Such objects must have been considered inalienable by the Native American group at the time the object was separated from the group.

Sacred objects - Specific ceremonial objects needed by traditional Native American religious leaders for the practice of traditional Native American religions.

337.2 POLICY

It is the policy of the Truth or Consequences Police Department that the protection of Native American human remains, funerary objects, associated funerary objects, unassociated funerary

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objects, sacred objects, or objects of cultural patrimony is the responsibility of all members. Such protection includes minimizing destruction, contamination, inadvertent disruption, or complicated custody transfer processes.

337.3 COMPLIANCE WITH THE NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION ACT

Upon discovery or arrival upon a scene where it reasonably appears that a Native American grave, human remains, funerary objects, associated funerary objects, unassociated funerary objects, sacred objects, or objects of cultural patrimony are exposed or otherwise unsecured, members shall secure the site in the same manner as a crime scene. All activity at the scene other than scene preservation activity must cease (43 CFR 10.5; NMSA § 18-6-11.2).

No photography or video recording may be permitted by the media or any group or individual who may wish to exhibit the remains.

Without delay, the appropriate agency or group shall be notified to respond and take control of the scene. These include the following (43 CFR 10.5; NMSA § 18-6-11.2):

- Federal land - Appropriate agency at the U.S. Department of the Interior or U.S. Department of Agriculture
- State land - Appropriate New Mexico land management agency, Office of Medical Investigator (OMI), and the state historic preservation officer
- Tribal land - Responsible Indian tribal official

337.4 EVIDENCE AND PROPERTY

If the location has been investigated as a possible homicide scene prior to identification as a NAGPRA site, investigators shall work with other appropriate agencies and individuals to ensure the proper transfer and repatriation of any material collected. Members shall ensure that any remains or artifacts located at the site are expediently processed (43 CFR 10.7).

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Off-Duty Law Enforcement Actions

338.1 PURPOSE AND SCOPE

This policy is intended to provide guidelines for officers of the Truth or Consequences Police Department with respect to taking law enforcement action while off-duty.

338.2 POLICY

It is the policy of the Truth or Consequences Police Department that officers generally should not initiate law enforcement action while off-duty. Officers are not expected to place themselves in unreasonable peril and should first consider reporting and monitoring the activity. However, any officer who becomes aware of an incident or circumstance that they reasonably believe poses an imminent threat of serious bodily injury or death, or significant property damage or loss, may take reasonable action to minimize or eliminate the threat.

338.3 DECISION TO INTERVENE

There is no legal requirement for off-duty officers to take law enforcement action. Officers should consider waiting for on-duty uniformed peace officers to arrive instead of immediately intervening and, while waiting, gather as much accurate intelligence as possible. However, if an officer decides to intervene, they must evaluate whether the action is necessary or desirable, and should take into consideration:

(a) The potential to be misidentified by other peace officers.

(b) The potential to be misidentified by members of the public, who may be armed or who may take action.

(c) The tactical disadvantage of being alone and the possibility of multiple or hidden suspects.

(d) Limited off-duty firearms capabilities and ammunition.

(e) The inability to communicate with responding peace officers.

(f) The lack of equipment, such as body armor, handcuffs, or control devices.

(g) Unfamiliarity with the surroundings, including escape routes.

(h) The potential for increased risk to bystanders by confronting a suspect or taking action.

338.3.1 INTERVENTION PROCEDURE

If involvement is reasonably necessary, the officer should attempt to call or have someone else call 9-1-1 to request immediate assistance. If possible, the dispatcher receiving the call should obtain a description of the off-duty officer from the caller and broadcast that information to responding officers.

Whenever practicable, the officer should loudly and repeatedly identify themself as an officer with the Truth or Consequences Police Department until acknowledged. Official identification should also be displayed when possible.

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338.4 CONSIDERATIONS

When encountering a non-uniformed officer in public, uniformed officers should wait for acknowledgement by the non-uniformed officer in case the non-uniformed officer is working in an undercover capacity.

338.4.1 NON-SWORN RESPONSIBILITIES

Non-sworn members should not become involved in any law enforcement action while off-duty except to notify the local law enforcement authority and remain at the scene, if safe and practicable.

338.4.2 INCIDENTS OF PERSONAL INTEREST

Department members should refrain from handling incidents of personal interest (e.g., family or neighbor disputes) and should remain neutral. In such circumstances members should call the responsible agency to handle the matter.

338.5 REPORTING

If prior notification to the appropriate local law enforcement agency is not reasonably possible before taking action, the officer shall notify the agency as soon as reasonably practicable. Officers shall cooperate fully with the agency having jurisdiction by providing statements or reports as requested or as appropriate.

Officers shall notify the a supervisor regarding any law enforcement action taken while off-duty. The supervisor may respond to the location. The supervisor may request assistance from the Chief of Police, if deemed appropriate.

The supervisor shall determine whether a crime report or an administrative report should be completed by the involved officer.

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Police Facility Security

339.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the safety and security of Department members within, and the physical security of, all Department facilities.

339.2 POLICY

It is the policy of the Truth or Consequences Police Department to provide physical security measures for all facilities under department control.

339.3 PROCEDURE

Police Department members should be mindful of their responsibility to protect themselves from any potential physical threats and to protect the security of department facilities.

Members are responsible for ensuring that all department facilities remain secure from unauthorized access at all times. All police facility exterior doors should be equipped with self-closing and self-locking doors.

All exterior doors should be kept closed and locked at all times, unless there are secondary barriers or a member is present to prevent unauthorized access to controlled areas. All points of access to any police facility should be closed and locked any time no members are present. All exterior storage rooms, lockers, or other facilities should remain locked at all times unless directly observed by a department member.

Secure parking areas (i.e., fenced or gated) should be kept secured at all times unless directly observed by a department member.

Any criminal activity discovered should be immediately documented in a police report and reported through the chain of command to the Chief of Police. Any criminal activity that occurs and posed or poses a threat to department members should immediately be reported through the chain of command to the Chief of Police.

Police Department members should apply the following guidelines whenever practicable.

339.3.1 PUBLIC ACCESS AREAS

Public access to police facilities should only be during established business hours and only when sufficient staffing is available to monitor the movement of visitors and restrict access to areas containing confidential or sensitive materials or information. Any department facility allowing access to the public should have a designated reception area and some method of limiting public access to controlled areas. Care should be taken to ensure that information system devices are positioned in such a way as to prevent viewing from publicly accessible areas such as lobbies or reception areas.

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339.3.2 FACILITY ACCESS CONTROL

A visitor control process, including a physical barrier, should be implemented at each police facility that allows public access. There may be varying degrees of access established, with different access and escort requirements. Visitor categories may include but are not limited to:

- Law enforcement.
- City administrators.
- Contractors and/or vendors.
- Members of the public.

The control process should include a visitor's log. The log should record the date and time of access and departure, the name of the visitor and agency affiliation if applicable, purpose of the visit, and name of member visited, if applicable. The Records Clerk or authorized designee should review visitor access records for accuracy and completeness prior to granting entry. Completed visitor logs should be retained for the period prescribed in the established records retention schedule.

All visitors entering controlled areas of any police facility that allows public access should be issued a visitor's badge or, if allowed, their own agency badge/ID card. The visitor badge or agency badge/ID card should be prominently displayed on the outermost layer of the visitor's clothing throughout the visitor's stay in the facility.

Visitor badges should be color coded to correspond to their access and escort permissions. Visitors requiring escort should be accompanied at all times while inside the controlled areas of the facility and monitored throughout the visit. Exceptions may be made with the express authorization of the Chief of Police and confirmation that the visitor has had a security clearance that meets Criminal Justice Information Services (CJIS) requirements.

Members of the public should be prohibited from using photographic, electronic imaging, or recording equipment while inside the controlled areas of the facility, unless such use is necessary for the business purpose of the visit and then only with the approval of a supervisor.

339.3.3 BREACH OF SECURITY

Police Department members should adhere to the following guidelines regarding any breach in security at any department facility:

Any breach in security should be immediately addressed by an officer and reported as soon as practicable through the chain of command to the Chief of Police.

If warranted by conditions or circumstances, all on-duty department members should be notified of the incident and any recommended precautions as soon as practicable. Other members of the Department should be notified of the incident as soon as practicable, given the totality of the circumstances.

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339.3.4 SUSPICIOUS ACTIVITY

Department members should be vigilant about any suspicious activity occurring in or around department facilities and should report any such activity to an officer, and through the chain of command to the Chief of Police.

Suspicious activity may include but is not limited to:

- Anyone loitering in the vicinity of the facility for an extended period of time.
- Unknown individuals photographing or taking images of the facility, of members of the department assigned to the facility, or of department vehicles.
- Unknown individuals who appear to be monitoring the activities taking place at the facility.
- Anyone attempting to gain access or requesting access to department facilities without proper authorization.
- Any abandoned packages or other items left on department grounds or adjacent to department facilities.
- Any unknown or abandoned vehicles left on department grounds or adjacent to the department facility.

339.3.5 THREATS AGAINST TRUTH OR CONSEQUENCES POLICE DEPARTMENT FACILITIES

Department members receiving a threat against department facilities should obtain as much information from the individual as reasonably possible. The member receiving the threat should ensure that the Chief of Police is immediately advised and informed of the details. The Chief of Police will direct and assign officers as required for coordinating appropriate response activities. Any threat received will be documented on the appropriate report form.

339.4 KEYS AND ELECTRONIC ACCESS DEVICES

The control and accountability of facility keys and electronic access devices is a vital factor in maintaining a safe and secure environment for all members.

All keys and access devices that are not issued to members shall be maintained in a locked key box in SCRDA or the office of the Chief of Police. Any access to the contents of the locked key box should be documented on an access log and the records retained in accordance with the established records retention schedule.

Members shall not duplicate, mark, alter, or manufacture any key or access device without written authorization from the Chief of Police

339.4.1 MISSING KEYS OR ACCESS DEVICES

The loss of any exterior access key should be immediately reported to the Chief of Police and a determination made as to whether the locks should be re-keyed and whether this should be done immediately.

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339.4.2 ELECTRONIC ACCESS DEVICES
Proximity cards, key fobs, remote controls, or other devices may be issued to members to allow access to restricted or controlled areas of the facility. In the event of a lost or stolen device, a member shall notify their supervisor as soon as it is known the device is missing. The device shall be immediately deactivated to prevent unauthorized use.

339.4.3 INVESTIGATIONS AND AUDITS
The Chief of Police shall initiate an investigation into the disappearance of any exterior access key or electronic access device and reexamine the procedures for access control.

The contents of the locked key box should be periodically inventoried by the Chief of Police to ensure all keys and access devices are accounted for or present on the access log.

339.5 SALLYPORT CONTROL
If the facility has a sallyport, department members shall ensure that only one of the doors is opened at any time for entry or exit purposes, except where the entry or exit of emergency personnel requires the operator to override the doors and allow for rapid entry or exit. Each time the override function is engaged, the member must submit a written report to the Chief of Police prior to the end of the member's shift.

339.6 BUILDING EVACUATION PLAN
The Chief of Police should develop a general evacuation plan for all Police facilities to use in the event of any emergency requiring the evacuation of members, the public, and prisoners.

In the event of an emergency that requires evacuation of a Police facility, all members should follow established evacuation plans and posted exit strategies.

The posted exit strategies should include any special directions for disabled members.

Evacuation plans for persons who are in temporary custody at the facility should not be posted any place where they are visible to persons in custody.

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Community Relations

340.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for community relationship-building.

Additional guidance on community relations and outreach is provided in other policies, including the:

- Hate Crimes Policy.
- Limited English Proficiency Services Policy.
- Communications with Persons with Disabilities Policy.
- Chaplains Policy.
- Patrol Policy.
- Suspicious Activity Reporting Policy.

340.2 POLICY

It is the policy of the Truth or Consequences Police Department to promote positive relationships between department members and the community by treating community members with dignity and respect and engaging them in public safety strategy development and relationship-building activities, and by making relevant policy and operations information available to the community in a transparent manner.

340.3 MEMBER RESPONSIBILITIES

Officers should, as time and circumstances reasonably permit:

(a) Make casual and consensual contacts with community members to promote positive community relationships (see the Contacts and Temporary Detentions Policy).

(b) Become reasonably familiar with the schools, businesses, and community groups in their assigned jurisdictional areas.

(c) Work with community members and the department community relations coordinator to identify issues and solve problems related to community relations and public safety.

(d) Conduct periodic foot patrols of their assigned areas to facilitate interaction with community members. Officers carrying out foot patrols should notify an appropriate supervisor and SCRDA of their status (i.e., on foot patrol) and location before beginning and upon completion of the foot patrol. They should also periodically inform SCRDA of their location and status during the foot patrol.

340.4 COMMUNITY RELATIONS COORDINATOR

The responsibilities of the community relations coordinator are assumed by the Chief of Police or designated to a department member. The community relations coordinator is responsible for:

(a) Obtaining department-approved training related to their responsibilities.

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(b) Responding to requests from department members and the community for assistance in identifying issues and solving problems related to community relations and public safety.

(c) Organizing surveys to measure the condition of the department's relationship with the community.

(d) Working with community groups, department members, and other community resources to:

1. Identify and solve public safety problems within the community.
2. Organize programs and activities that help build positive relationships between department members and the community and provide community members with an improved understanding of department operations.

(e) Working with a supervisor to develop patrol deployment plans that allow officers the time to participate in community engagement and problem-solving activities.

(f) Recognizing department and community members for exceptional work or performance in community relations efforts.

(g) Attending City council and other community meetings to obtain information on community relations needs.

(h) Assisting with the department's response to events that may affect community relations, such as an incident where the conduct of a department member is called into public question.

(i) Informing the Chief of Police and others of developments and needs related to the furtherance of the department's community relations goals, as appropriate.

340.5 SURVEYS

The community relations coordinator should arrange for a survey of community members and department members to be conducted at least annually to assess the condition of the relationship between the Department and the community. Survey questions should be designed to evaluate perceptions of the following:

(a) Overall performance of the Department

(b) Overall competence of department members

(c) Attitude and behavior of department members

(d) Level of community trust in the Department

(e) Safety, security, or other concerns

A written summary of the compiled results of the survey should be provided to the Chief of Police.

340.6 COMMUNITY AND YOUTH ACTIVITIES AND PROGRAMS

The community relations coordinator should organize or assist with programs and activities that create opportunities for department members and community members, especially youth, to interact in a positive setting. Examples of such programs and events include:

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(a) Department-sponsored athletic programs (e.g., baseball, basketball, soccer, bowling).

(b) Police-community get-togethers (e.g., cookouts, meals, charity events).

(c) Youth leadership and life skills mentoring.

(d) School resource officer/Drug Abuse Resistance Education (D.A.R.E.®) programs.

(e) Neighborhood Watch and crime prevention programs.

340.7 INFORMATION SHARING

The community relations coordinator should work with the Public Information Officer to develop methods and procedures for the convenient sharing of information (e.g., major incident notifications, significant changes in department operations, comments, feedback, positive events) between the Department and community members. Examples of information-sharing methods include:

(a) Community meetings.

(b) Social media (see the Department Use of Social Media Policy).

(c) Department website postings.

Information should be regularly refreshed, to inform and engage community members continuously.

340.8 LAW ENFORCEMENT OPERATIONS EDUCATION

The community relations coordinator should develop methods to educate community members on general law enforcement operations so they may understand the work that officers do to keep the community safe. Examples of educational methods include:

(a) Development and distribution of informational cards/flyers.

(b) Department website postings.

(c) Presentations to driver education classes.

(d) Instruction in schools.

(e) Department ride-alongs (see the Ride-Alongs Policy).

(f) Scenario/Simulation exercises with community member participation.

(g) Youth internships at the Department.

(h) Citizen academies.

Instructional information should include direction on how community members should interact with the police during enforcement or investigative contacts and how community members can make a complaint to the Department regarding alleged misconduct or inappropriate job performance by department members.

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340.9 SAFETY AND OTHER CONSIDERATIONS

Department members responsible for community relations activities should consider the safety of the community participants and, as much as reasonably practicable, should not allow them to be present in any location or situation that would jeopardize their safety.

Department members in charge of community relations events should ensure that participating community members have completed waiver forms before participation, if appropriate. A parent or guardian must complete the waiver form if the participating community member has not reached 18 years of age.

Community members are subject to a criminal history check before approval for participation in certain activities, such as citizen academies.

340.10 COMMUNITY ADVISORY COMMITTEE

The Chief of Police should establish a committee of volunteers consisting of community members, community leaders, and other community stakeholders (e.g., representatives from schools, churches, businesses, social service organizations). The makeup of the committee should reflect the demographics of the community as much as practicable.

The committee should convene regularly to:

(a) Provide a public forum for gathering information about public safety concerns in the community.

(b) Work with the Department to develop strategies to solve public safety problems.

(c) Generate plans for improving the relationship between the Department and the community.

(d) Participate in community outreach to solicit input from community members, including youth from the community.

The Training Manager should arrange for initial and ongoing training for committee members on topics relevant to their responsibilities.

The Chief of Police may include the committee in the evaluation and development of department policies and procedures and may ask them to review certain personnel complaints for the purpose of providing recommendations regarding supervisory, training, or other issues as appropriate.

340.10.1 LEGAL CONSIDERATIONS

The community relations coordinator should work with the City Attorney as appropriate to ensure the committee complies with any legal requirements such as public notices, records maintenance, and any other associated obligations or procedures.

340.11 TRANSPARENCY

The Department should periodically publish statistical data and analysis regarding the department's operations. The reports should not contain the names of officers or suspects or case numbers. The community relations coordinator should work with the community

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advisory committee to identify information that may increase transparency regarding department operations.

340.12 TRAINING

Subject to available resources, members should receive training related to this policy, including training on topics such as:

(a) Effective social interaction and communication skills.

(b) Cultural, racial, and ethnic diversity and relations.

(c) Building community partnerships.

(d) Community policing and problem-solving principles.

(e) Enforcement actions and their effects on community relations.

Where practicable and appropriate, community members, especially those with relevant expertise, should be involved in the training to provide input from a community perspective.

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Extreme Risk Firearm Protection Orders

341.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for petitioning for and serving extreme risk firearm protection orders and accounting for firearms obtained pursuant to those orders.

341.1.1 DEFINITIONS

Definitions related to this policy include (NMSA § 40-17-2):

Extreme risk firearm protection order (ERFPO) - An order prohibiting a named person from possessing, controlling, purchasing, receiving, or attempting to possess, control, purchase, or receive any prohibited items.

Prohibited items - Firearms that are prohibited by an ERFPO.

341.2 POLICY

It is the policy of the Truth or Consequences Police Department to petition for and serve extreme risk firearm protection orders in compliance with this policy and state law, and to properly account for prohibited items obtained by the Department pursuant to such orders.

341.3 ERFPO COORDINATOR

The responsibilities of the ERFPO coordinator are assumed by the Chief of Police or designated to a department member. The responsibilities of the coordinator include:

(a) Developing and maintaining procedures for the filing of a petition for an order or a renewal of an order by department members.

(b) Identifying factors to consider when assessing whether to seek an order, including:

1. Whether the person under consideration has made threats, and if so, whether the threats are credible and specific.
2. Whether the potential victim is within close proximity.
3. Whether the person under consideration has:
   (a) Expressed suicidal tendencies.
   (b) Access to firearms.
   (c) Committed an act of violence toward themself or another person.
   (d) Any history of drug or alcohol abuse.
4. The criminal history of the person under consideration, in particular any history of criminal violence, including whether the person is currently on parole, probation, or monitored release.
5. The mental health history of the person under consideration, in particular whether the person has any history of mental illness or has ever been detained for being a danger to themselves or others.

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6. Any known upcoming holidays, anniversaries, or other dates of significance that may serve as a trigger for the person under consideration, such as the death of a family member.

(c) Developing and maintaining procedures for the receipt and service of orders consistent with the requirements of NMSA § 40-17-6 and NMSA § 40-17-9, and the Warrant Service and Operations Planning and Deconfliction policies. Procedures should include:

1. Evaluation of an order to determine appropriate service and necessary precautions.
2. Forwarding orders to the Operations Director or authorized designee.
3. Forwarding orders to the Records Clerk for recording in appropriate databases and required notice to the court, as applicable (NMSA § 40-17-12).
4. Preparing or obtaining a search warrant prior to attempting service of an order, when appropriate.

(d) Coordinating with the Training Manager to provide officers who may be involved in petitioning for or serving orders with training on such orders. Training should include determining when a petition is appropriate, the process for seeking an order, and the service of such orders.

(e) Reviewing each petition and any associated court documents for an order prepared by members, for compliance with this policy, department procedures, and state law.

(f) Developing and maintaining procedures for members to accept surrendered prohibited items at times other than when an order is being served by the Department.

1. Procedures should include preparing and providing a receipt identifying all prohibited items to the person surrendering the items.

341.4 ERFPOS

An officer who reasonably believes that an ERFPO is appropriate should obtain approval from an appropriate supervisor and the ERFPO coordinator or the authorized designee prior to seeking an order.

341.4.1 STANDARDS

ERFPOs may be appropriate if an officer has probable cause to believe that a person poses a significant danger of causing imminent personal injury to self or others by having in the person's custody or control, or by purchasing, possessing, or receiving, a firearm (NMSA § 40-17-5).

A temporary ERFPO may be appropriate if there is probable cause to believe that a person poses a significant danger of causing imminent personal injury to themself or others by having in the person's custody or control, or by purchasing, possessing, or receiving, a firearm before notice can be served and a hearing held (NMSA § 40-17-6).

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341.4.2 REQUIREMENTS OF PETITION

An application for an ERFPO should be prepared, filed, and served consistent with state law and the procedures developed by the ERFPO coordinator (NMSA § 40-17-5; NMSA § 40-17-6).

341.5 SERVICE OF ORDERS

Officers shall personally serve a copy of an ERFPO, along with any accompanying supporting documents, notice of hearing and petition, as applicable, on the person named in the order as soon as reasonably practicable (NMSA § 40-17-6; NMSA § 40-17-9).

Service of orders should take precedence over the service of other orders, except for orders of a similar emergency nature.

341.5.1 SAFETY CONSIDERATIONS

Upon receipt of an ERFPO, the Operations Director or the authorized designee should evaluate the circumstances of the order and consider what precautions are appropriate for service of the protection order.

When appropriate based on the circumstances and department procedures, service of an order should be executed pursuant to the Operations Planning and Deconfliction Policy.

At least two officers should be present when an order is being served.

341.5.2 SURRENDER OF PROHIBITED ITEMS

Officers serving an ERFPO should request that the named person surrender all prohibited items immediately upon service of the order or as directed by the court. Officers shall take custody of any items surrendered pursuant to the order (NMSA § 40-17-10).

The officer serving the order should prepare a receipt identifying all surrendered items, and a copy of the receipt should be given to the person (NMSA § 40-17-10). The officers should ensure that a copy of the receipt is included in the original case report and that the original is forwarded to the Records Clerk as soon as possible to allow for timely filing with the court (NMSA § 40-17-10).

All items collected should be handled and booked in accordance with the Evidence Vault Policy.

341.5.3 SEARCH WARRANTS

Officers should consider whether a search warrant may be reasonably necessary prior to attempting service of an order.

Officers should also consider whether to seek a search warrant if the named person refuses to surrender any prohibited items or if an officer serving an ERFPO reasonably believes there are prohibited items within the persons custody, control, or possession that have not been surrendered.

341.6 RELEASE OF PROHIBITED ITEMS

Any person requesting the release of any prohibited items in department custody pursuant to an ERFPO should be referred to the Evidence Vault.

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341.7 RENEWAL OF ERFPO

The Chief of Police or the authorized designee is responsible for the review of any ERFPO obtained by the Department to determine if renewal or extension of the order should be requested within the time prescribed by law (NMSA § 40-17-8).

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Generative Artificial Intelligence Use

342.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for department use of generative artificial intelligence (GenAI). This policy does not apply to artificial intelligence that is integrated into facial recognition applications, voice recognition applications, biometric access controls, or software that redacts documents or video or similar applications.

Additional guidelines for the use of department information technology resources are found in the Information Technology Use Policy.

342.1.1 DEFINITIONS

Definitions related to this policy include:

Generative artificial intelligence (GenAI) - A type of artificial intelligence that is algorithmically trained on one or more large data sets and designed to generate new and unique data (e.g., text, pictures, video) in response to a prompt (generally questions, instructions, images, or video) input by the user.

342.2 POLICY

The use of GenAI systems carries unique benefits within a law enforcement agency, providing ways to increase operational efficiency, enhance department procedures, and improve the overall effectiveness of the Truth or Consequences Police Department.

However, the prompts input into GenAI systems can present risks to both individuals and law enforcement agencies by making accessible to the public information such as department tactics, investigative and training techniques, confidential information (e.g., confidential informants, protected information), active investigations, and security procedures. In addition, without safeguards in place, GenAI can produce unintended discriminatory or biased output as well as content that is inaccurate, misleading, or copyrighted.

It is the policy of the Department to develop, implement, and use GenAI ethically and responsibly in a way that minimizes potential risk and harm in accordance with the guidelines set forth below.

Any function carried out by a member of the Department using GenAI is subject to the same laws, rules, and policies as if carried out without the use of GenAI. The use of GenAI does not permit any law, rule, or policy to be bypassed or ignored.

342.3 RESPONSIBILITIES

342.3.1 CHIEF OF POLICE

The Chief of Police or an authorized designee shall approve all GenAI systems, their acceptable uses, and their authorized user groups prior to the use, implementation, or development for any department functions.

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342.3.2 AI COORDINATOR

The responsibilities of the AI coordinator are assumed by the Chief of Police or designated to a department member.

The responsibilities of the AI coordinator include but are not limited to:

(a) Evaluating potential GenAI systems and recommending those GenAI systems that appear to be appropriate and trustworthy to the Chief of Police or the authorized designee. The trustworthiness of GenAI systems should be evaluated by balancing the following characteristics:

1. Validity and reliability - The system's apparent ability to meet the intended purpose and fulfill the needs of the Department consistently over time.
2. Safety - Any apparent risk to human life, health, property, or the environment that could result from the department's use of the system.
3. Security and resiliency - The system's capability to prevent unauthorized access and misuse and its ability to return to normal function should misuse occur.
4. Accountability and transparency - The ability to track and measure the system's use and activity through histories, audit logs, and other processes to provide insight about the system and identify potential sources of error, bias, or vulnerability.
5. Explainability and interpretability - The ability of the user to understand the purpose and impact of the system, how and why the system reached the resulting output, and what the output means for the user.
6. Privacy - The ability of the system to protect confidentiality and meet applicable privacy standards for the types of data intended to be input into the system (e.g., state privacy laws, Criminal Justice Information Services (CJIS), Health Insurance Portability and Accountability Act (HIPAA)).
7. Fairness - The ability of the system to operate in a way that avoids or minimizes bias and discrimination.

(b) Ensuring appropriate contractual safeguards are in place to manage third-party use of department data and to restrict the use of input in AI training data sets. If the input of protected information is necessary for the proper use of the GenAI system, an information-exchange agreement in compliance with applicable rules and standards (e.g., CJIS requirements) should be used to outline the roles, responsibilities, and data ownership between the Department and third-party vendor.

(c) Coordinating with others within the Department and City, such as the information technology or legal departments, as appropriate to ensure GenAI systems are procured, implemented, and used appropriately.

(d) Maintaining a list or inventory of department-approved GenAI systems and, when appropriate for department transparency, making the list or inventory available to the public.

(e) Developing and maintaining appropriate procedures related to the use of GenAI systems, including procedures for editing and fact-checking output.

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(f) Ensuring any public-facing GenAI systems notify the user that GenAI is being used.

(g) Developing and updating training for the authorized users of each department-approved GenAI system.

(h) Ensuring access to department GenAI systems is limited to authorized users and establishing requirements for user credentials such as two-factor authentication and appropriate password parameters.

(i) Conducting audits at reasonable time intervals for each of the GenAI systems utilized by the Department to evaluate the performance and effectiveness of each approved system and to determine if it continues to meet the department's needs and expectations of trustworthiness. The coordinator should arrange for audits to be conducted by an external source, as needed.

(j) Ensuring each GenAI system is updated and undergoes additional training as reasonably appears necessary in an effort to avoid the use of outdated information or technologies.

(k) Keeping abreast of advancements in GenAI and any GenAI-related legal developments.

(l) Reviewing this policy and department practices and proposing updates as needed to the Chief of Police.

(m) Developing procedures in coordination with the *Brady* information coordinator and the Records Clerk for the compilation and potential release of any discovery or records related to the use of GenAI systems consistent with *Brady* and the New Mexico Inspection of Public Records Act.

342.4 USE OF GENERATIVE AI

The use of department GenAI systems by department members shall be limited to official work-related purposes, and members shall only access and use GenAI systems for which they have been authorized and received proper training.

Members shall use AI-generated content as an informational tool and not as a substitution for human judgment or decision-making. Members should not represent AI-generated content as their own original work.

AI-generated content should be considered draft material only and shall be thoroughly reviewed prior to use. Before relying on AI-generated content, members should:

(a) Obtain independent sources for information provided by GenAI and take reasonable steps to verify that the facts and sources provided by GenAI are correct and reliable.

(b) Review prompts and output for indications of bias and discrimination and take steps to mitigate its inclusion when reasonably practicable (see the Bias-Based Policing Policy).

(c) Include a statement in the final document or work product that GenAI was used to aid in its production.

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342.4.1 PRIVACY CONSIDERATIONS

Information not otherwise available to the public, including data reasonably likely to compromise an investigation, reveal confidential law enforcement techniques, training, or procedures, or risk the safety of any individual if it were to become publicly accessible, should not be input into a GenAI system unless contractual safeguards are in place to prevent such information from becoming publicly accessible. Members should instead use generic unidentifiable inputs, such as "suspect" or "victim," and hypothetical scenarios whenever possible.

Protected information should only be input into GenAI systems that have been approved for such use and comply with applicable privacy laws and standards (see the Protected Information Policy).

342.5 PROHIBITED USE

Members shall not use GenAI systems to rationalize a law enforcement decision, or as the sole basis of research, interpretation, or analysis of the law or facts related to a law enforcement contact or investigation.

Members shall not create user accounts in their official capacity or input work-related data (including information learned solely in the scope of their employment) into publicly available GenAI systems unless the system has been approved by the Chief of Police or the authorized designee for the intended use.

342.6 TRAINING

The AI coordinator should ensure that all members authorized to use GenAI have received appropriate initial training that is suitable for their role and responsibilities prior to their use of GenAI and receive periodic refresher training. Training should include but is not limited to the following:

(a) A review of this policy

(b) The need for human oversight of GenAI outputs

(c) The interpretation, review, and verification of GenAI output

(d) Checking GenAI output for bias or protected information

(e) Ethical use of GenAI technology

(f) Data security and privacy concerns

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ADA Compliance

343.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for equal access to Truth or Consequences Police Department services, programs, and activities for persons with disabilities, in accordance with Title II of the Americans with Disabilities Act (ADA).

This policy also includes guidelines to provide effective communication with persons with disabilities. See the Service Animals Policy for guidance on protecting the rights of individuals who use service animals in accordance with the ADA.

343.1.1 DEFINITIONS

Definitions related to this policy include (28 CFR 35.104):

ADA coordinator - The member designated by the Chief of Police to coordinate the department's efforts to comply with the ADA (28 CFR 35.107).

Assistive devices, auxiliary aids, and services - Tools used by persons with disabilities to facilitate their participation in services, programs, and activities offered by the Truth or Consequences Police Department and to facilitate effective communication. They include but are not limited to the use of gestures or visual aids to supplement oral communication; a notepad and pen or pencil to exchange written notes; a computer or typewriter; an assistive listening system or device to amplify sound; a teletypewriter (TTY) or videophones (video relay service or VRS); taped text; a qualified reader; or a qualified interpreter.

Disability - A physical or mental impairment that substantially limits a major life activity including hearing, seeing, or speaking, regardless of whether the person uses assistive devices, auxiliary aids, and services. Individuals who wear ordinary eyeglasses or contact lenses are not considered to have a disability (42 USC § 12102; 28 CFR 35.108).

Facility - All aspects of department buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walkways, parking areas, and other real or personal property (28 CFR 35.108).

Modification - Any change, adjustment, alteration, adaptation, or accommodation that renders department services, programs, or activities suitable for use, enjoyment, or participation by a person with a disability. This may include alteration of existing buildings and facilities.

A modification includes any change or exception to a policy, practice, or procedure that allows a person with a disability to have equal access to services, programs, and activities. It also includes the provision or use of assistive devices, auxiliary aids, and services.

Qualified interpreter - A person who is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. Qualified interpreters include oral interpreters, transliterators, sign language interpreters, and intermediary

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interpreters. Qualified sign language interpreters should have a license pursuant to the Signed Language Interpreting Practices Act (NMSA § 61-34-1 et seq.).

343.2 POLICY

It is the policy of the Truth or Consequences Police Department that persons with disabilities, including victims, witnesses, suspects, and arrestees, have equal access to services, programs, and activities of the Department.

The Department will not discriminate against or deny any individual access to services, programs, or activities based upon the presence or suspected presence of disabilities.

343.3 ADA COORDINATOR RESPONSIBILITIES

The responsibilities of the ADA coordinator include but are not limited to (28 CFR 35.130):

(a) Collaborating with the City ADA coordinator regarding the Truth or Consequences Police Department's efforts to provide equal access to services, programs, and activities.

1. Maintaining department compliance with accessibility standards for department web content and mobile applications as required by 28 CFR 35 Subpart H (28 CFR 35.200).

(b) Collaborating with the City ADA coordinator to facilitate a process of periodic self-evaluation. The process should include:

1. Inspection of current department facilities to identify access issues.
2. Review of current department services, activities, and programs for access issues.
3. Assessment and update, if necessary, of current compliance measures.
4. Identification of recurring areas of complaint for which new methods of modification should be considered.
5. Review of the department's emergency programs, services, and activities as they apply to persons with disabilities.
6. Recommendation of a schedule to implement needed improvements.

(c) Acting as a liaison with local disability advocacy groups or other disability-focused groups regarding access to department services, programs, and activities.

(d) Developing procedures that will enable members to access assistive devices, auxiliary aids, and services, and making the procedures available as appropriate.

1. A list of qualified interpreter services with contact and availability information should be maintained and easily accessible to members.

(e) Developing procedures for the review and processing of requests for modifications that will help members provide persons with disabilities access to department services, programs, and activities, as appropriate.

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(f) Establishing procedures for the booking process to assist members with managing commonly encountered disabilities such as sight or mobility impairments and intellectual or developmental disabilities.

(g) Providing notice to the public regarding the rights and protections afforded by the ADA. This may include posters, published notices, handbooks, manuals, and pamphlets describing department services, programs, and activities and the availability of assistive devices, auxiliary aids, and services, as well as modifications (28 CFR 35.106).

(h) Collaborating with other city departments during the planning process to provide that new construction and any alteration to an existing building or facility are undertaken in compliance with the ADA (28 CFR 35.151).

(i) Developing, implementing, and publishing appropriate procedures to provide for the prompt and equitable resolution of complaints and inquiries regarding discrimination in access to services, programs, and activities. The complaint procedures should include an appeal process (28 CFR 35.107).

(j) Verifying that third parties providing department services, programs, or activities through contract, outsourcing, licensing, or other arrangement have established reasonable policies and procedures to prevent discrimination against and denial of access to persons with disabilities.

(k) Recommending amendments to this policy as needed.

343.4 REQUESTS

The goal of any modification should be to allow a person with a disability to participate in a service, program, or activity the same as a person who does not have a disability.

Upon receiving a request for a modification, members should make reasonable efforts to accommodate the request based on the preference of the person with the disability. Members should not ask about the nature and extent of a person's disability but should limit questions to elicit information necessary to determine the need for a modification and the appropriate type of modification.

If the requested modification or an alternative modification can reasonably be made at the time of the request, the member should make the modification. A member who is unable to accommodate a request or unsure about whether a request should be accommodated should contact a supervisor.

The supervisor should review and approve the request, if practicable and appropriate. Otherwise, the supervisor should document the requesting person's contact information and the modification being requested and forward the request to the ADA coordinator for processing as soon as reasonably practicable.

343.4.1 DENIAL OF A REQUEST

The following should be considered before denying a request for modification:

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(a) Requests for modifications should be approved unless complying with the request would result in (28 CFR 35.150):

1. A substantial alteration of the service, program, or activity.
2. An undue financial or administrative burden on the Department. All resources available for use in the funding and operation of the service, program, or activity at issue should be considered in this determination.
3. A threat to or the destruction of the historic significance of a historic property.
4. A direct threat to the health or safety of others (28 CFR 35.139).

(b) If any of these circumstances are present, the ADA coordinator should work with department members and the person requesting the modification to determine if an alternative modification is available.

(c) Where new construction or physical modification of an existing building or facility would be unfeasible or unduly burdensome, the ADA coordinator should work with department members to determine whether alternative modifications are available. Alternative methods that should be considered include (28 CFR 35.150):

1. Reassigning services, programs, or activities to accessible buildings or facilities.
2. Utilizing technology, equipment, rolling stock, or other conveyances.
3. Delivering the services, programs, or activities directly to a person with a disability by way of home visits or meeting the person at an accessible location.
4. Any other means or methods that would make services, programs, or activities readily accessible.

(d) If no alternative modification is appropriate, the ADA coordinator shall issue a written statement explaining why a modification of the service, program, or activity will not be made (28 CFR 35.150).

343.4.2 PERSONAL DEVICES AND ASSISTANCE

Although members should make every effort to comply with requests, the provision of personal devices or assistance (e.g., wheelchairs, eyeglasses, hearing aids, personal assistance in eating or using the restroom) to persons with disabilities is not required (28 CFR 35.135).

343.4.3 SURCHARGES

Surcharges shall not be imposed upon persons with disabilities to cover the costs of providing modifications (28 CFR 35.130(f)).

343.5 COMMUNICATIONS WITH PERSONS WITH DISABILITIES

Members should remain alert to the possibility of communication problems when engaging with persons with disabilities. When a member knows or suspects an individual requires assistance to effectively communicate, the member should identify the individual's choice of assistive devices, auxiliary aids, and services. The individual's preferred communication method should be honored unless another effective method of communication exists under the circumstances (28 CFR 35.160).

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Factors to consider when determining whether an alternative method may be effective include:

(a) The methods of communication usually used by the individual.

(b) The nature, length, and complexity of the communication involved.

(c) The context of the communication.

In emergency situations involving an imminent threat to the safety or welfare of any person, members may use whatever modification reasonably appears effective under the circumstances. This may include exchanging written notes or using the services of a person who knows sign language but is not a qualified interpreter, even if the person who is deaf or hard of hearing would prefer a qualified sign language interpreter. Once the emergency has ended, the method of communication should be reconsidered. The member should inquire as to the individual's preference and give primary consideration to that preference.

343.5.1 TYPES OF ASSISTANCE AVAILABLE

Department members shall not refuse an available type of assistive device, auxiliary aid, or service to a person with a disability who is requesting assistance. The Department will not require persons with disabilities to furnish their own assistive device, auxiliary aid, or service as a condition for receiving access to department services, programs, and activities. The Department will make every reasonable effort to provide equal access and timely assistance to persons with disabilities through a variety of assistive devices, auxiliary aids, and services (28 CFR 35.160).

The Department will not require that persons with disabilities use department-provided assistive devices, auxiliary aids, and services. Department-provided assistive devices, auxiliary aids, and services may include but are not limited to the means described in this policy.

343.5.2 AUDIO RECORDINGS AND ENLARGED PRINT

The Department may develop audio recordings to assist people who are blind or have a visual impairment. If such a recording is not available, members may read aloud from the appropriate form or provide forms with enlarged print.

343.5.3 QUALIFIED INTERPRETERS

A qualified interpreter may be needed in lengthy or complex transactions (e.g., interviewing a victim, witness, suspect, or arrestee) with individuals who normally rely on sign language or speechreading (i.e., lip-reading) to understand what others are saying. The qualified interpreter should not be a person with an interest in the matter. A person providing interpretation services may be required to establish the accuracy and trustworthiness of the interpretation in a legal proceeding.

Qualified interpreters should be:

(a) Available within a reasonable amount of time.

(b) Experienced in providing interpretation services related to law enforcement matters in the person's primary language.

(c) Familiar with the use of text- and video-based communications products and systems.

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(d) Certified in either American Sign Language (ASL) or Signing Exact English (SEE).

(e) Able to understand and adhere to the interpreter role without deviating into other roles, such as counselor or legal adviser.

(f) Knowledgeable of the ethical issues involved when providing interpreter services.

Members should use department-approved procedures to request a qualified interpreter at the earliest reasonable opportunity or when it is reasonably apparent that an interpreter is needed. The use of a video remote interpreting service should be considered, where appropriate, if a live interpreter is not available. Persons with disabilities shall not be required to provide an interpreter (28 CFR 35.160).

343.5.4 TELECOMMUNICATION SERVICES

In situations where an individual without a disability would have access to a telephone (e.g., during booking or attorney contacts), members must also provide those with communication-related disabilities the opportunity to place calls using an available TTY, TDD, or other voice, text, or video-based communications product or system. Members shall provide additional time, as needed, for effective communication due to the slower nature of assisted communications.

The Department will accept all TDD and computer modem calls placed by individuals with communications-related disabilities and received via a telecommunications relay service (28 CFR 35.162).

343.5.5 COMMUNITY VOLUNTEERS

Where qualified interpreters are unavailable to assist members, department-approved community volunteers who have demonstrated competence in communication services, such as ASL or SEE, may be called upon to provide interpreter services when appropriate. However, department members must carefully consider the nature of the interaction and the relationship between the individual with the disability and the volunteer to be reasonably satisfied that the volunteer can provide neutral and unbiased assistance.

343.5.6 FAMILY AND FRIENDS

While family or friends may offer to assist with interpretation, members should carefully consider the circumstances before relying on such individuals. The nature of the interaction and relationship between the individual with the disability and the person offering services must be carefully considered to determine whether the family member or friend can provide neutral and unbiased assistance.

Except in an emergency involving an imminent threat to the safety or welfare of any person and no qualified interpreter is reasonably available, members shall not use a minor child as an interpreter (28 CFR 35.160).

343.5.7 FIELD ENFORCEMENT CONSIDERATIONS

Due to the unpredictable and varied nature of field enforcement, the Department recognizes that it is impracticable to provide immediate access to a comprehensive supply of assistive

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devices, auxiliary aids, and services to every member of this department. Members involved in interactions with persons with disabilities that occur in the field should assess each situation to determine if communication assistance is necessary. The length, complexity, and importance of the communication, as well as the individual's preferred method of communication, should be considered when determining what, if any, resources should be used and whether a qualified interpreter or other service is needed.

343.5.8 NONTRADITIONAL COMMUNICATION OR DISABILITY REGISTRY
Prior to interacting with a driver or occupant of a motor vehicle, an officer shall, if practicable, consult the national crime information center system or other electronic motor vehicle record management system to determine if the motor vehicle is on the nontraditional communication or disability registry. If the motor vehicle is on the registry, the officer shall take appropriate safety precautions during the interaction including minimizing the use of flashing lights to the extent feasible if the registry reveals that a driver or occupant has a seizure disorder that may be triggered by flashing lights (NMSA § 29-1-19).

343.6 CUSTODIAL INTERROGATIONS

In an effort to ensure that the rights of individuals with disabilities are protected during a custodial interrogation, this department will provide reasonable modifications before beginning an interrogation, unless exigent circumstances exist or the individual has made a clear indication that the individual understands the process and desires to proceed without receiving a modification. *Miranda* warnings should be provided to a suspect via the individual's preferred method of communication.

Interrogations should be recorded whenever reasonably practicable. See guidance on recording custodial interrogations in the Investigation and Prosecution Policy.

343.7 ARREST

If an individual with a communication-related disability is arrested, the arresting officer shall use department-approved procedures to provide a qualified interpreter as soon as reasonably practicable, unless the individual indicates a preference for a different assistive device, auxiliary aid, or service, or the officer reasonably determines another effective method of communication exists under the circumstances.

Individuals who are arrested and are assisted by service animals should be permitted to make arrangements for the care of such animals prior to transport.

343.8 WEBSITE ACCESS

The ADA coordinator should work with the appropriate parties to develop online content that is readily accessible to persons with disabilities. Department web content should be developed in conformance with the most current guidelines issued by the U.S. Department of Justice and federal regulations (28 CFR 35 Subpart H; 28 CFR 35.200).

Department website content should also be made available to persons with disabilities in an alternative format upon request, if reasonably practicable.

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343.9 DOCUMENTATION

Whenever any modification has been provided, the member involved should document:

(a) The type of modification, assistive device, auxiliary aid, or service provided.

(b) Whether the individual elected to use an assistive device, auxiliary aid, or service provided by the Department or another identified source, as applicable.

(c) Whether the individual's express preference for the modification was not honored and the reason why an alternative method was used.

The documentation and any written communications exchanged should be maintained consistent with the Records Maintenance and Release Policy.

All written communications exchanged in a criminal case shall be attached to the member's report or placed into evidence.

343.10 COMPLAINTS

A member who receives a complaint or becomes aware of potential disability discrimination, an ADA violation, or a person's inability to access the department's programs, services, or activities should document the complaint and promptly refer the matter to the ADA coordinator (28 CFR 35.107). The Department shall assist persons with disabilities who require assistance to file a complaint regarding members of this department. The Department may provide a qualified interpreter or forms in enlarged print, as appropriate.

343.11 TRAINING

Members should receive periodic training on ADA compliance, to include:

(a) Awareness and understanding of this policy, related procedures, forms, and available resources.

(b) Procedures for handling requests for modifications.

(c) Accessing assistive devices, auxiliary aids, and services needed to accommodate requests for modifications.

(d) General requirements of the ADA, including modifying policies and practices, communicating with individuals with disabilities, and identifying alternate ways to provide access to programs, services, and activities as appropriate to the member's job duties.

Management staff, even if they do not interact regularly with individuals with disabilities, should receive training as appropriate to understand and reinforce this policy.

The Training Manager should maintain records of all training provided and retain a copy in each member's training file in accordance with the established records retention schedule.

343.11.1 CALL-TAKER TRAINING

Emergency call-takers shall be trained in the use of department assistive devices, auxiliary aids, and services for communicating with individuals with communication-related disabilities. Such training and information should include:

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(a) The requirements of the ADA and Section 504 of the Rehabilitation Act for telephone emergency service providers.

(b) ASL syntax and accepted abbreviations.

(c) Practical instruction on identifying and processing calls using TTY, TDD, or other voice, text, and video-based communications products and systems.

(d) Hands-on experience in using TTY, TDD, or other voice, text, and video-based communications products and systems.

Training should be provided for all SCRDA members who may have contact with individuals from the public who have communication-related disabilities. Refresher training should be provided as appropriate.

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Vehicle Pursuits

344.1 PURPOSE AND SCOPE

This policy provides guidelines for vehicle pursuits in order to protect the safety of involved officers, the public, and fleeing suspects (NMSA § 29-20-4).

344.1.1 DEFINITIONS

Definitions related to this policy include:

Boxing-in - A low-speed tactic designed to stop a fleeing vehicle by surrounding it with emergency vehicles and then slowing all vehicles to a stop.

Pursuit Intervention Technique (PIT) - A low-speed tactic designed to apply lateral pressure to the rear quarter panel of a fleeing vehicle, causing it to spin out, stall, and come to a stop (also known as a Precision Immobilization Technique).

Ramming - The deliberate act of impacting a fleeing vehicle with another vehicle to functionally damage or otherwise force the fleeing vehicle to stop.

Roadblock - A tactic designed to stop a fleeing vehicle by intentionally placing an emergency vehicle or other immovable object in the path of the fleeing vehicle.

Tire deflation device - A device designed to be placed on the roadway and puncture the tires of a fleeing vehicle, sometimes referred to as spike strips.

Vehicle pursuit - An attempt by one or more law enforcement officers to apprehend a suspect in a motor vehicle who, having been given a visual and audible signal to stop, fails to yield or uses high-speed driving or other evasive tactics (e.g., driving off a highway, turning suddenly) in an attempt to avoid arrest (N.M.S.A. § 29-20-2).

344.2 POLICY

It is the policy of this department to balance the need to apprehend a fleeing suspect with the risks associated with vehicle pursuits.

344.3 INITIATING A PURSUIT

Officers who have received appropriate training are authorized to initiate a vehicle pursuit when the need to apprehend a fleeing suspect clearly outweighs the risks a vehicle pursuit poses for officers and the public.

When balancing the risk of a pursuit with the need to apprehend the suspect, officers shall consider (NMSA § 29-20-4):

(a) The seriousness of the known or reasonably suspected crime committed by the suspect and the threat to the safety of the public if the suspect remains at large.

(b) Whether the identity of the suspect is known with enough certainty to enable apprehension at a later time.

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(c) The speed of the vehicles relative to the conditions of the area, such as the population density, amount of vehicular and pedestrian traffic (e.g., school zones), time of day, and road and weather conditions.

(d) The pursuing officer's driving capabilities, familiarity with the area, and quality of radio communications with the dispatcher/supervisor.

(e) The nature of the pursuing unit (e.g., marked vs. unmarked) and its speed and performance capabilities in relation to the fleeing vehicle (e.g., performance motorcycle).

(f) Whether there are other persons in or on the fleeing vehicle and their relationship to the situation (e.g., passengers, co-offenders, hostages).

(g) Whether the pursuing unit is carrying passengers other than on-duty policeofficers. Pursuits should not be undertaken with an arrestee in the pursuit vehicle unless exigent circumstances exist.

(h) The availability of other resources such as air support or vehicle locator/deactivation technology.

344.3.1 LIMITATIONS FOR INITIATING A PURSUIT

Officers should not initiate a pursuit unless the officer has either (NMSA § 29-20-4):

(a) Reasonable grounds to believe the suspect poses a clear and immediate threat of death or serious injury to others.

(b) Probable cause to believe the suspect poses a clear and immediate threat to the safety of others that is ongoing and that existed prior to the pursuit.

344.4 PURSUIT UNITS

Vehicle pursuits should be limited to three policedepartment emergency vehicles (two pursuit units and the supervisor vehicle) (NMSA § 29-20-4). However, an officer or supervisor may request that additional units join a pursuit if, after assessing the factors outlined above, it reasonably appears that the number of officers involved may be insufficient to safely arrest the number of suspects.

344.4.1 EMERGENCY EQUIPMENT

Vehicle pursuits shall only be conducted using authorized policedepartment vehicles that are equipped with emergency lighting and sirens as required by law. Each pursuit unit's emergency lights and sirens should remain activated throughout the unit's participation in the pursuit (NMSA § 66-7-6).

Officers operating vehicles not equipped with emergency lights and siren are prohibited from pursuing a fleeing vehicle or joining a pursuit. Officers in such vehicles may provide support to pursuing units when needed, but should operate the vehicle in compliance with all traffic laws and should discontinue such support immediately upon arrival of a sufficient number of authorized emergency vehicles or any air support.

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344.4.2 MOTORCYCLES AND UNMARKED UNITS

When involved in a pursuit, policedepartment motorcycles and unmarked vehicles should be replaced by marked four-wheel emergency vehicles as soon as practicable.

344.4.3 PRIMARY UNIT

The initial pursuing officer should be designated as the primary unit and will be responsible for the conduct of the pursuit unless that unit is unable to remain reasonably close to the suspect's vehicle. The primary responsibility of the officer initiating the pursuit is the apprehension of the suspect without unreasonable danger to themself or others.

As soon as practicable, the primary unit should notify SCRDA of the pursuit, request priority radio traffic, and provide appropriate information including:

(a) The location, direction of travel, and estimated speed of the pursuit.

(b) The description of the fleeing vehicle, including the license plate number, if known.

(c) The reason for the pursuit.

(d) A description of the fleeing vehicle's evasive driving behavior (e.g., rapid lane changes, no headlights, driving on the wrong side of the road).

(e) Known or suspected weapons, threat of force, violence, injuries, hostages, or other unusual hazards.

(f) The suspected number of occupants and their identities or descriptions.

(g) The weather, road, and traffic conditions.

(h) The need for any additional resources or equipment.

(i) The identities of other law enforcement agencies involved in the pursuit.

The primary unit is responsible for broadcasting the progress of the pursuit until a secondary or air unit joins the pursuit. Once an additional unit joins the pursuit, the primary unit should relinquish the responsibility of broadcasting the progress to the secondary or air unit unless circumstances reasonably indicate otherwise.

344.4.4 SECONDARY UNIT

The second officer in the pursuit should be designated as the secondary unit and is responsible for:

(a) Notifying SCRDA of their entry into the pursuit.

(b) Broadcasting the progress of the pursuit, updating known or critical information, and providing changes in the pursuit, unless the situation indicates otherwise.

(c) Identifying the need for and requesting additional resources or equipment as appropriate.

(d) Serving as backup to the primary unit once the fleeing vehicle has been stopped.

344.4.5 AIR UNITS

When available, air unit assistance should be requested. The air unit should assume responsibility of broadcasting the pursuit once they have established visual content with the fleeing vehicle.

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Ground units should maintain operational control and consider whether the continued close proximity and/or involvement in the pursuit is warranted.

The air unit should coordinate the activities of resources on the ground, report progress of the pursuit, and provide pursuing units with details of upcoming traffic congestion, road hazards, or other information pertinent to evaluating whether to continue the pursuit. If ground units are not within visual contact of the fleeing vehicle and the air unit determines that it is unsafe to continue the pursuit, the air unit should recommend termination.

344.5 PURSUIT DRIVING

The decision to use specific driving tactics requires consideration of the same factors as initiating a pursuit. In addition, officers involved in the pursuit should adhere to the following:

(a) Pursuing units should space themselves far enough from other involved vehicles to be able to see and avoid hazards and react safely to maneuvers by the fleeing vehicle.

(b) Pursuing units should exercise caution and slow down as necessary when proceeding through intersections.

(c) Pursuing units should not follow a fleeing vehicle driving against traffic (wrong way) and should instead:

1. Request assistance from available air support.
2. Maintain visual contact with the fleeing vehicle by paralleling it on the correct side of the roadway.
3. Request other units to observe exits available to the fleeing vehicle.

(d) Pursuing units should request that SCRDA notify the New Mexico State Police and/or another law enforcement agency if it appears that the pursuit may enter its jurisdiction.

(e) Pursuing units should not attempt to pass other pursuit units unless the situation indicates otherwise or they are requested to do so. Passing another pursuit unit should only be attempted with a clear understanding of the maneuver.

344.5.1 RULES OF THE ROAD

Officers shall drive with due regard for the safety of all persons and property. However, when in pursuit, if there is no unreasonable risk to persons and property, officers may (NMSA § 66-7-6):

(a) Proceed past a red or stop signal or stop sign but only after slowing down as may be necessary for safe operation.

(b) Exceed the speed limit.

(c) Disregard regulations governing direction of movement or turning in specified directions.

344.5.2 OFFICERS NOT INVOLVED IN THE PURSUIT

Officers not directly involved in the pursuit should stay alert to its progress and location and may proceed safely to intersections ahead of the pursuit to warn cross traffic. When clearing intersections along the pursuit path, officers are authorized to use emergency equipment and

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should attempt to place their vehicles in locations that provide some safety or an escape route in the event of an unintended accident or a suspect intentionally trying to ram the police department vehicle.

Other than clearing intersections along the pursuit path, uninvolved officers should avoid operating under emergency conditions (emergency lights and siren) and should remain in their assigned areas unless directed otherwise by a supervisor.

When needed, non-pursuing officers and officers who have dropped out of the pursuit should respond to the pursuit termination point in a non-emergency manner, observing the rules of the road. Officers should not parallel the pursuit route.

344.6 SUPERVISORY CONTROL AND RESPONSIBILITIES

The field supervisor of the officer initiating the pursuit, or if unavailable, the nearest field supervisor, will be responsible for (NMSA § 29-20-4):

(a) Immediately notifying the involved units and the dispatcher of supervisory presence and ascertaining all reasonably available information in order to continuously assess the situation and risk factors associated with the pursuit.

(b) Exercising management and control of the pursuit and, when appropriate, engaging in the pursuit to provide on-scene supervision (NMSA § 29-20-4).

(c) Confirming that no more pursuing units than required are involved in the pursuit.

(d) Directing that the pursuit be terminated if, in the supervisor's judgment, continuing the pursuit is not justified under the guidelines of this policy.

(e) Assessing the emotional state of the officers involved and directing an officer to disengage from the pursuit if it appears they are unable to control their emotions.

(f) Requesting additional assistance from air support, canines, or other resources, if available and appropriate.

(g) Verifying that the proper radio channel is being used.

(h) Confirming the shift supervisor has been notified of the pursuit.

(i) Overseeing the notification and/or coordination of outside agencies if the pursuit leaves or is likely to leave the jurisdiction of this department.

(j) Continuing the management and control of Truth or Consequences Police Department units when a pursuit enters another jurisdiction.

(k) Preparing documentation of the pursuit and conducting a post-pursuit review, as required.

344.6.1 SUPERVISOR'S RESPONSIBILITIES

Upon becoming aware that a pursuit has been initiated, the shift supervisor should monitor and continually assess the situation and ensure the pursuit is conducted within the guidelines and requirements of this policy. The shift supervisor has the final responsibility for the coordination, control, and termination of a vehicle pursuit and shall be in overall command.

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344.7 SCRDA

Radio communications during a pursuit should be conducted on the primary channel unless instructed otherwise by a supervisor or dispatcher. If the pursuit leaves the jurisdiction of this department or such is imminent, involved units should, whenever available, switch radio communications to a tactical or emergency channel most accessible by participating agencies.

344.7.1 SCRDA RESPONSIBILITIES

Upon notification or becoming aware that a pursuit has been initiated, the dispatcher is responsible for:

(a) Clearing the radio channel of non-emergency traffic.

(b) Coordinating pursuit communications of the involved units and personnel.

(c) Broadcasting pursuit updates as well as other pertinent information as necessary.

(d) Ensuring that a field supervisor is notified of the pursuit.

(e) Notifying and coordinating with other involved or affected agencies as practicable.

(f) Notifying the XXXwatchCommanderXXX as soon as practicable.

(g) Assigning an incident number and logging all pursuit activities.

344.8 INTERJURISDICTIONAL CONSIDERATIONS

Unless entry into another jurisdiction is expected to be brief, the primary unit or supervisor should ensure that notification is provided to each outside jurisdiction into which the pursuit is reasonably expected to enter, regardless of whether such jurisdiction is expected to assist (NMSA § 29-20-4).

344.8.1 ASSUMPTION OF PURSUIT BY ANOTHER AGENCY

When a pursuit enters another agency's jurisdiction, the primary unit or the supervisor should determine whether to request the other agency assume the pursuit, taking into consideration the distance traveled, familiarity with the area, and other pertinent facts.

Once another agency has agreed to assume the pursuit, pursuing units should relinquish control and discontinue participation unless the continued assistance of the Truth or Consequences Police Department is requested by the agency assuming the pursuit. Upon relinquishing control of the pursuit, the involved officers may, with supervisory approval, proceed to the termination point in order to provide information and assistance for the arrest of the suspect and reporting of the incident. The supervisor should coordinate such assistance with the assuming agency and obtain any information that is necessary for department reports.

344.8.2 PURSUITS EXTENDING INTO THIS JURISDICTION

Officers from this department should not join a pursuit being conducted by another agency unless specifically requested to do so by that agency and with approval from a supervisor.

When a request is made for this department to assist or take over a pursuit that has entered the jurisdiction of the Truth or Consequences Police Department, the XXXwatchCommanderXXX or supervisor should review the request as soon as practicable, taking into consideration:

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(a) Whether the need to apprehend the fleeing suspect outweighs the risks of the pursuit to officers and the public.

(b) Whether there is adequate staffing to continue the pursuit.

(c) The available units' capabilities to maintain the pursuit.

(d) The number of available units and other resources of the pursuing agency.

Assistance to a pursuing agency by officers of this department should terminate at the City limits, provided that the pursuing agency has sufficient assistance from other sources. Ongoing participation from this department should continue only until sufficient assistance is present.

In the event that a pursuit from another agency terminates within this jurisdiction, officers should provide appropriate assistance to the pursuing agency such as scene control, inter-agency coordination, completion of supplemental reports, and any other reasonable assistance requested or needed.

344.9 PURSUIT INTERVENTION

Pursuit interventions should only be used when it reasonably appears that using the intervention will contain or prevent the pursuit, and the need to immediately stop the fleeing vehicle outweighs the risks of injury or death to officers and others.

Pursuit interventions may be construed as a use of force, including deadly force, and are subject to the policies guiding such use. Officers should consider the guidelines for the use of force when deciding how, when, where, and if a pursuit intervention should be employed. Refer to the Use of Force Policy for additional guidance.

Whenever practicable, an officer should seek approval from a supervisor before employing any pursuit intervention to stop a fleeing vehicle. Officers should not attempt a pursuit intervention unless they have received the appropriate training for the intervention being used.

344.9.1 TIRE DEFLATION DEVICE

Before deploying a tire deflation device, officers should consider factors such as:

(a) Speed of the fleeing vehicle - Traveling at high speeds increases the risk the suspect will lose control of the vehicle after driving over or swerving to avoid a tire deflation device.

(b) Weather and visibility - Tire deflation devices should only be deployed when the location, weather, and other conditions allow the deploying officer to clearly see the fleeing vehicle, pursuit units, and other approaching traffic.

(c) Cover - Deployment should occur in a location that provides the deploying officer adequate cover and escape from intentional or unintentional exposure to the approaching vehicles.

(d) Road conditions - Soft or loose material such as dirt or gravel may prevent a tire deflation device from puncturing the vehicle's tire. Deploying the device on loose pavement or icy or wet roads increases the risk of the suspect losing control of the vehicle.

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(e) Characteristics of the deployment area - A tire deflation device should not be deployed in areas that are heavily populated with pedestrians, at times of heavy traffic, or at a location where there is a heightened chance of striking a fixed object.

(f) Characteristics of the fleeing vehicle - Except in extraordinary circumstances, a tire deflation device should not be used when the fleeing vehicle is a motorcycle or other vehicle with fewer than four wheels, an ATV, a vehicle transporting hazardous materials, or a school bus transporting children.

Because of the risks to deploying officers, the intent to deploy a tire deflation device and its location should be clearly communicated to the dispatcher and all involved units.

344.9.2 BOXING-IN

Boxing-in should only be used when the fleeing vehicle is stopped or traveling at a low speed.

Boxing-in requires the participation of multiple units and therefore must be carefully coordinated with all involved.

344.9.3 RAMMING AND ROADBLOCKS

Ramming and roadblocks shall only be used when deadly force is warranted and all other reasonable alternatives have been exhausted or reasonably appear ineffective.

344.9.4 FIREARMS

Specific guidance on the use of a firearm during a vehicle pursuit is addressed in the Use of Force Policy.

344.10 TERMINATING A PURSUIT

The factors considered when initiating a pursuit should be continually re-evaluated by pursuing units during the pursuit, as the circumstances and conditions change, and as new information becomes available. If at any time the risk of continuing the pursuit outweighs the need to immediately apprehend the suspect, the pursuit should be terminated (NMSA § 29-20-4).

In addition, a pursuit should be terminated when:

(a) A supervisor directs the pursuit to be terminated.

(b) The location of the fleeing vehicle is no longer known.

(c) The distance between the pursuing units and the fleeing vehicle is so great that further pursuit would be futile or would continue for an unreasonable time and/or distance.

(d) The pursuing unit sustains damage or a mechanical failure that makes it unsafe to drive or renders the emergency lighting and sirens partially or completely inoperable and there are no additional units readily available to take over the pursuit.

When a pursuit terminates for any reason, all pursuit units should verbally acknowledge termination, turn off emergency lights and sirens, reduce their speed, stop following, and obey all traffic laws. The primary unit should communicate the location of pursuit termination to the dispatcher.

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344.10.1 LOSS OF PURSUED VEHICLE

When a pursuit is terminated because the location of the fleeing vehicle is no longer known, the primary unit should broadcast pertinent information for other units to assist in locating the suspect. The primary unit or supervisor will be responsible for coordinating any further search for the pursued vehicle.

344.10.2 APPREHENSION OF SUSPECTS

Officers should exercise proper self-discipline and sound professional judgment at the conclusion of a pursuit and while apprehending the suspect.

Unless otherwise directed by a supervisor, an officer other than the primary unit should coordinate efforts to apprehend the suspect following the pursuit.

Any use of force necessary to apprehend the suspect shall be consistent with the Use of Force Policy.

344.11 DEBRIEFING

Participating officers should return to the Department as soon as practical following a pursuit to debrief with a supervisor.

344.12 REPORTING REQUIREMENTS

Appropriate reports should be completed as required by applicable laws, policies, and procedures.

(a) Pursuing officers should complete appropriate crime/arrest and pursuit reports.

(b) The involved supervisor, or if unavailable, the on-duty field supervisor, shall obtain available information and promptly complete appropriate written notification to the Chief of Police or the authorized designee. The notification should briefly summarize the pursuit and include, at a minimum:

1. Date and time of the pursuit.
2. Reason and circumstances surrounding the pursuit (e.g., seriousness of the crime, road and traffic conditions, speed and driving behavior of the fleeing vehicle) that warranted initiation and continuation of the pursuit.
3. Length of pursuit in distance and time, including the starting and termination points.
4. Involved vehicles and officers.
5. Alleged offenses.
6. Whether a suspect was apprehended, as well as the means and methods used.
7. Arrestee information, if applicable.
8. Any injuries and/or medical treatment.
9. Any property or equipment damage.
10. Name of supervisor at the scene or who handled the incident.

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After receiving copies of the written notification, reports, and other pertinent information, the Chief of Police or the authorized designee shall conduct or assign a post-pursuit review, as appropriate.

The Chief of Police should direct an annual documented review and analysis of department vehicle pursuits to minimally include policy suitability, policy compliance, and training or equipment needs. The review should not contain the names of officers, suspects, or case numbers.

344.13 PURSUIT TRAINING

The Training Manager should ensure that members of this department receive initial and annual training on this policy and vehicle pursuits relevant to their role (e.g., officers, supervisors, air units, dispatchers).

Officer training should address decision-making involved in initiating, continuing, and terminating a pursuit by balancing the need to apprehend the suspect with the risk of a pursuit. Subject to available resources, training on pursuit driving and the deployment of pursuit intervention tactics should include scenario-based training and behind-the-wheel practice, in addition to classroom instruction.

344.13.1 STATE-SPECIFIC TRAINING REQUIREMENTS

Officers shall receive a minimum of four hours of vehicle pursuit training during each two-year in-service training cycle (10.29.7.8 NMAC).

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Chapter 4 - Patrol Operations

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Patrol

400.1 PURPOSE AND SCOPE

The purpose of this policy is to define the patrol function and address intraorganizational cooperation and information sharing.

400.2 POLICY

The Truth or Consequences Police Department provides patrol services 24 hours a day, seven days a week and will prioritize responses to requests for emergency services using available resources to enhance the safety of the public and department members.

400.3 FUNCTION

Patrol will generally be conducted by uniformed officers in clearly marked law enforcement vehicles in assigned jurisdictional areas of Truth or Consequences. The function of patrol is to respond to calls for assistance and reports of criminal activity, act as a deterrent to crime, enforce state and local laws, identify community needs, provide support and assistance to the community, and respond to emergencies.

Patrol services include but are not limited to:

(a) Responding to emergency calls for service.

(b) Apprehending criminal offenders.

(c) Providing mutual aid and assistance to other agencies for emergency and law enforcement-related activities.

(d) Preventing criminal acts, traffic violations and accidents, maintaining public order, and discovering hazardous situations or conditions.

(e) Responding to reports of both criminal and non-criminal acts.

(f) Responding to routine calls for service, such as public assistance or public safety.

(g) Directing and controlling traffic.

(h) Carrying out crime prevention activities, such as residential inspections, business inspections, and community presentations.

(i) Carrying out community-oriented policing and problem-solving activities, including the application of resources to improve or resolve specific problems or situations and contacting or assisting members of the public in a positive way.

400.4 INFORMATION SHARING

To the extent feasible, all information relevant to the mission of the Department should be shared among all personnel. Members should be provided with opportunities on a regular basis to share information during the daily briefings.

Additionally, information should be shared with outside agencies and the public in conformance with department policies and applicable laws.

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400.5 CROWDS, EVENTS, AND GATHERINGS

Officers may encounter gatherings of people, including but not limited to civil demonstrations, public displays, parades, sporting events, and civic, social, and business events. Officers should monitor such events as time permits in an effort to keep the peace and protect the safety and rights of those present. A patrol supervisor should be notified when it becomes reasonably foreseeable that such an event may require increased monitoring, contact, or intervention.

Officers responding to an event or gathering that warrants law enforcement involvement should carefully balance the speech and association rights of those present with applicable public safety concerns before taking enforcement action.

Generally, officers should consider seeking compliance through advisements and warnings for minor violations, and should reserve greater enforcement options for more serious violations or when voluntary compliance with the law is not achieved.

Officers are encouraged to contact organizers or responsible persons to seek voluntary compliance that may address relevant public safety concerns.

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Bias-Based Policing

401.1 PURPOSE AND SCOPE

This policy provides guidance to department members that affirms the Truth or Consequences Police Department's commitment to policing that is fair and objective.

Nothing in this policy prohibits the use of specified characteristics in law enforcement activities designed to strengthen the department's relationship with its diverse communities (e.g., cultural and ethnicity awareness training, youth programs, community group outreach and partnerships).

401.1.1 DEFINITIONS

Definitions related to this policy include:

Bias-based policing or improper profiling - An inappropriate reliance on actual or perceived characteristics such as race, ethnicity, national origin (including limited English proficiency), religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, disability, or affiliation with any non-criminal group (protected characteristics) as the basis for providing differing law enforcement service or enforcement. This includes explicit and implicit biases (i.e., conscious and unconscious beliefs or attitudes towards certain groups). This also includes color, political affiliation, or serious medical condition (NMSA § 29-21-2).

401.2 POLICY

The Truth or Consequences Police Department is committed to providing law enforcement services to the community with due regard for the racial, cultural, or other differences of those served. It is the policy of this department to provide law enforcement services and to enforce the law equally, fairly, objectively, and without discrimination toward any individual or group.

401.3 BIAS-BASED POLICING PROHIBITED

Bias-based policing is strictly prohibited.

However, nothing in this policy is intended to prohibit an officer from considering protected characteristics in combination with credible, timely, and distinct information connecting a person or people of a specific characteristic to a specific unlawful incident, or to specific unlawful incidents, specific criminal patterns, or specific schemes (NMSA § 29-21-2).

401.4 MEMBER RESPONSIBILITIES

Every member of this department shall perform their duties in a fair and objective manner and is responsible for promptly reporting any suspected or known instances of bias-based policing to a supervisor. Members should, when reasonable to do so, intervene to prevent any bias-based actions by another member.

401.4.1 REASON FOR CONTACT

Officers contacting a person shall be prepared to articulate sufficient reason for the contact, independent of the protected characteristics of the individual.

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To the extent that written documentation would otherwise be completed (e.g., arrest report, field interview (FI) card), the involved officer should include those facts giving rise to the contact, as applicable.

Except for required data-collection forms or methods, nothing in this policy shall require any officer to document a contact that would not otherwise require reporting.

401.4.2 REPORTING TRAFFIC STOPS
Each time an officer makes a traffic stop, the officer shall report any information as required in the Traffic and Parking Citations Policy.

401.5 SUPERVISOR RESPONSIBILITIES

Supervisors should monitor those individuals under their command for compliance with this policy and shall handle any alleged or observed violations in accordance with the Personnel Complaints Policy (NMSA § 29-21-3).

(a) Supervisors should discuss any issues with the involved officer and their supervisor in a timely manner.

    1. Supervisors should document these discussions in the prescribed manner.

(b) Supervisors should periodically review Mobile Audio/Video (MAV) recordings, body-worn camera (BWC) media, Mobile Data Computer (MDC) data, and any other available resource used to document contact between officers and the public to ensure compliance with this policy.

    1. Supervisors should document these periodic reviews.

    2. Recordings or data that capture a potential instance of bias-based policing should be appropriately retained for administrative investigation purposes.

(c) Supervisors shall initiate investigations of any actual or alleged violations of this policy (NMSA § 29-21-3).

(d) Supervisors should take prompt and reasonable steps to address any retaliatory action taken against any member of this department who discloses information concerning bias-based policing.

401.6 ADMINISTRATION

The Chief of Police or the authorized designee should review the efforts of the Department to provide fair and objective policing and create an annual report, including public concerns and complaints. The annual report should not contain any identifying information about any specific complaint, member of the public, or officer. It should be reviewed by the Chief of Police to identify any changes in training or operations that should be made to improve service.

Supervisors should review the annual report and discuss the results with those they are assigned to supervise.

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401.7 PUBLIC INFORMATION

The Chief of Police or the authorized designee shall ensure that this policy and corresponding procedures are published (NMSA § 29-21-3).

401.8 TRAINING

Training on fair and objective policing and review of this policy shall be conducted annually and include (NMSA § 29-21-3):

(a) Explicit and implicit biases.

(b) Avoiding improper profiling.

401.8.1 ADDITIONAL STATE REQUIREMENTS

The Training Manager shall ensure that officers are provided training on the Prohibition of Profiling Practices Act (NMSA § 29-21-3).

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Briefing

402.1 PURPOSE AND SCOPE

This policy discusses the activity of briefing and includes the tasks that should be accomplished during this short period.

402.2 POLICY

Briefing is intended to facilitate the accurate flow of information in order to enhance coordination of activities, improve performance and safety, and outline the expected actions of members.

402.3 BRIEFING

All unit supervisors will conduct regular briefing to discuss, disseminate, and exchange information among department members, work groups, and other organizations. A supervisor generally will conduct briefing. However, the supervisor may delegate this responsibility to a subordinate member in their absence or for training purposes.

Briefing should include but is not limited to:

(a) Providing members with information regarding daily activities, with particular attention given to changes in the status of:
    1. Wanted persons.
    2. Crime patterns.
    3. Suspect descriptions.
    4. Intelligence reports and photographs.
    5. Community issues affecting law enforcement.
    6. Major investigations.
(b) Notifying members of changes in schedules and assignments.
(c) Reviewing recent incidents for situational awareness and training purposes.
(d) Providing training on a variety of subjects.
(e) Conducting periodic personnel inspections.

Supervisors should also ensure that all members are informed about Departmental Directives and any recent policy changes.

402.3.1 RETENTION OF BRIEFING TRAINING RECORDS

Briefing training materials and a curriculum or summary shall be forwarded to the Training Manager for inclusion in training records, as appropriate.

402.4 PREPARATION OF MATERIALS

The member conducting briefing is responsible for preparation of the materials necessary for a constructive briefing.

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402.5 TRAINING

Briefing training should incorporate short segments on a variety of subjects or topics and may include:

(a) Review and discussion of new or updated policies.

(b) Presentation and discussion of the proper application of existing policy to routine daily activities.

(c) Presentation and discussion of the proper application of existing policy to unusual activities.

(d) Review of recent incidents for training purposes.

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Crime and Disaster Scene Integrity

403.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance in handling a major crime or disaster.

403.2 POLICY

It is the policy of the Truth or Consequences Police Department to secure crime or disaster scenes so that evidence is preserved, and to identify and mitigate the dangers associated with a major crime or disaster scene for the safety of the community and those required to enter or work near the scene.

403.3 SCENE RESPONSIBILITY

The first officer at the scene of a crime or major incident is generally responsible for the immediate safety of the public and preservation of the scene. Officers shall also consider officer safety and the safety of those persons entering or exiting the area, including those rendering medical aid to any injured parties. Once an officer has assumed or been assigned to maintain the integrity and security of the crime or disaster scene, it shall be maintained until the officer is properly relieved by a supervisor or other designated person.

403.4 FIRST RESPONDER CONSIDERATIONS

The following list generally describes the first responder's function at a crime or disaster scene. This list is not intended to be all-inclusive, is not necessarily in order, and may be altered according to the demands of each situation:

(a) Broadcast emergency information, including requests for additional assistance and resources.

(b) Provide for the general safety of those within the immediate area by mitigating, reducing, or eliminating threats or dangers.

(c) Locate or identify suspects and determine whether dangerous suspects are still within the area.

(d) Provide first aid to injured parties if it can be done safely.

(e) Evacuate the location safely as required or appropriate.

(f) Secure the inner perimeter.

(g) Protect items of apparent evidentiary value.

(h) Secure an outer perimeter.

(i) Identify potential witnesses.

(j) Start a chronological log noting critical times and personnel allowed access.

403.5 SEARCHES

Officers arriving at crime or disaster scenes are often faced with the immediate need to search for and render aid to victims, and to determine if suspects are present and continue to pose a threat.

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Once officers are satisfied that no additional suspects are present and/or there are no injured persons to be treated, those exigent circumstances will likely no longer exist. Officers should thereafter secure the scene and conduct no further search until additional or alternate authority for the search is obtained, such as consent or a search warrant.

403.5.1 CONSENT

When possible, officers should seek written consent to search from authorized individuals. However, in the case of serious crimes or major investigations, it may be prudent to also obtain a search warrant. Consent as an additional authorization may be sought, even in cases where a search warrant has been granted.

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Incident Response Team

404.1 PURPOSE AND SCOPE

This policy provides guidelines for the specialized support of the Incident Response Team (IRT) in handling critical field operations where special tactical deployment methods or intense negotiations are beyond the capacity of field officers.

404.1.1 DEFINITIONS

Definitions related to this policy include:

Negotiation team - Designated officers, including those in a multijurisdictional team, who are specifically trained and equipped to provide skilled verbal communications to de-escalate or effect surrender in situations where suspects have taken hostages, barricaded themselves, or are suicidal.

Tactical team - Designated officers, including those in a multijurisdictional team, who are specifically trained and equipped to resolve critical incidents that are so hazardous, complex, or unusual that they may exceed the capabilities of first responders or investigators. This includes but is not limited to hostage taking, barricaded suspects, snipers, terrorist acts, and other high-risk incidents. As a matter of department policy, a tactical team may also be used to serve high-risk warrants, both search and arrest, where public and officer safety issues necessitate such use.

404.2 POLICY

It shall be the policy of the Truth or Consequences Police Department to maintain a IRT, either internally or through participation in a regional team, comprised of negotiation and tactical teams, and to provide the equipment, manpower, and training necessary to maintain such teams. The IRT should develop sufficient resources to perform three basic operational functions:

(a) Command and control

(b) Containment

(c) Entry/apprehension/rescue

404.3 CAPABILITIES

This department acknowledges that training needs may vary based on the experience level of team members, team administrators and potential incident commanders. Therefore, with the preservation of innocent human life being paramount, nothing in this policy shall prohibit individual teams from responding to a situation that exceeds their training level due to the exigency of the circumstances.

The various levels of tactical team capability and training are as follows and may fluctuate based upon personnel, training, available equipment, resources, and capabilities:

- Level I - A basic team capable of providing containment and intervention in critical incidents that exceed the training and resources available to line-level officers. This does not include ad hoc teams of officers that are formed around a specific mission,

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detail, or incident (e.g., active shooter response). Generally 5% of the Level I team's on-duty time should be devoted to training.

- Level II - An intermediate-level tactical team capable of providing containment and intervention. These teams possess tactical capabilities above the Level I teams. These teams may or may not work together on a daily basis, but are intended to respond to incidents as a team. At least 5% of the Level II team's on-duty time should be devoted to training with supplemental training for tactical capabilities above the Level I team.
- Level III - An advanced-level tactical team whose members function on a full-time basis. Generally, 25% of the Level III team's on-duty time is devoted to training. Level III teams operate in accordance with contemporary best practices. Such teams possess both skills and equipment to utilize tactics beyond the capabilities of Level I and Level II teams.

404.4 MANAGEMENT AND SUPERVISION

Under the direction of the Chief of Police, the IRT shall be managed by the appointed IRT Commander. The IRT Commander shall be selected by the Chief of Police.

404.4.1 TEAM SUPERVISORS

The negotiation team and tactical team will be under the direction of designated team supervisors, who shall be selected by the Chief of Police upon specific recommendation by the IRT Commander.

The primary responsibility of the team supervisors is to oversee the operation of their teams, which includes deployment, training, first-line supervisor participation, and other duties as directed by the IRT Commander.

404.5 READINESS

An operational readiness assessment should be conducted to determine the type and extent of IRT missions and operations appropriate to this department. The assessment should consider the capabilities, training, and limitations of the IRT and should be reviewed annually by the IRT Commander or the authorized designee.

404.5.1 EQUIPMENT INSPECTIONS

The IRT Commander shall appoint a team supervisor to perform operational readiness inspections of all IRT equipment at least quarterly. The result of the inspection will be forwarded to the IRT Commander in writing. The inspections will include personal equipment issued to members of the IRT, operational equipment maintained in the IRT facility, and equipment maintained or used in IRT vehicles.

404.5.2 MULTIJURISDICTIONAL OPERATIONS

The IRT, including any relevant specialized teams and supporting resources, should develop protocols, agreements, memorandums of understanding (MOUs), or working relationships to support multijurisdictional or regional responses.

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(a) If it is anticipated that multijurisdictional IRT operations will regularly be conducted, multi-agency and multidisciplinary joint training exercises should occur.

(b) Members of the Truth or Consequences Police Department IRT shall operate under the policies, procedures, and command of the Truth or Consequences Police Department when working in a multi-agency situation.

404.6 PROCEDURES

Situations that necessitate the need for a IRT response vary greatly from incident to incident and often demand on-scene evaluation. The guidelines allow for appropriate on-scene decision-making and development of organizational and operational procedures.

404.6.1 ORGANIZATIONAL PROCEDURES

The Department shall develop a separate written set of organizational procedures that should address, at a minimum:

(a) Specific missions the IRT is capable of performing.

(b) IRT organization and function.

(c) Member selection, retention, and termination criteria.

(d) Training and required competencies, including record production and retention.

(e) Procedures for notification, activation, deactivation, and deployment.

(f) Command and control issues, including a clearly defined command structure and dedicated lines of communication.

(g) Multi-agency response.

(h) Out-of-jurisdiction response.

(i) Specialized functions and supporting resources.

404.6.2 OPERATIONAL PROCEDURES

The Department shall develop a separate written set of operational procedures in accordance with the determination of the IRT's level of capability, using sound risk-reduction practices. The operational procedures should be patterned after the National Tactical Officers Association's (NTOA) SWAT Standard for Law Enforcement Agencies. Because such procedures are specific to IRT members and outline negotiation, tactical, and officer safety issues, they are not included within this policy.

The operational procedures should include, at a minimum:

(a) Designation of members who are responsible for developing an operational or tactical plan prior to, and/or during IRT operations (time permitting).

1. All IRT members should have an understanding of operational planning.
2. IRT training should include planning for both spontaneous and planned events.
3. IRT planning should incorporate medical emergency contingency plans as part of the IRT operational plan.

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(b) Plans for mission briefings conducted prior to an operation, unless circumstances require immediate deployment.

1. When possible, briefings should include the specialized teams, certified tactical dispatchers, and other supporting personnel.

(c) Protocols for a sustained operation to be developed that may include relief, rotation of members, and augmentation of personnel and resources.

(d) A generic checklist to be worked through prior to initiating a tactical action as a means of conducting a threat assessment to determine the appropriate response and resources necessary, including the use of the IRT.

(e) Roles for the negotiations team and negotiators.

(f) A standard method of determining whether a warrant should be regarded as high risk.

(g) A method for deciding how best to serve a high-risk warrant with all reasonably foreseeable alternatives being reviewed in accordance with risk/benefit criteria prior to selecting the method of response.

(h) Protocols for post-incident scene management, including:

1. Documentation of the incident.
2. Transition to investigations.
3. Debriefing after every deployment of the IRT.

(a) After-action team debriefing provides evaluation and analysis of critical incidents, affords the opportunity for individual and team assessments, helps to identify training needs, and reinforces sound risk management practices.

(b) Such debriefing should not be conducted until involved members have had the opportunity to individually complete necessary reports or provide formal statements.

(c) In order to maintain candor and a meaningful exchange, debriefing will generally not be recorded.

(d) When appropriate, debriefing should include specialized teams and supporting or assisting personnel.

(i) A sound risk management analysis.

(j) Standardization of equipment deployed.

404.7 OPERATIONAL GUIDELINES

The following are guidelines for the operational deployment of the IRT. Generally, the tactical team and the negotiation team will be activated together. It is recognized, however, that the teams can be activated independently as circumstances dictate. The tactical team may be used in a situation not requiring the physical presence of the negotiation team, such as warrant service operations. The negotiation team may be used in a situation not requiring the physical presence of the tactical

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team, such as handling a suicidal person. Operational deployment of the specialized teams shall be at the discretion of the IRT Commander.

404.7.1 APPROPRIATE USE

Incidents that may result in the activation of the IRT include:

(a) Barricaded suspects who refuse an order to surrender.

(b) Incidents where hostages are taken.

(c) Individuals who are threatening suicide and have refused to surrender.

(d) Arrests of potentially armed or dangerous persons.

(e) Any situation that could threaten or undermine the ability of the Department to preserve life, maintain social order, and ensure the protection of persons or property.

Requests by field personnel for assistance from crisis response units from another agency must be approved by a supervisor. Deployment of the Truth or Consequences Police Department IRT in response to requests by other agencies must be authorized by the Chief of Police.

404.7.2 ON-SCENE DETERMINATION AND NOTIFICATION

The supervisor-in-charge at the scene of a particular event will be designated as the Incident Commander and will assess whether the IRT is to respond to the scene. With input from the Incident Commander, final determination will be made by the Chief of Police, who shall then notify the IRT Commander. If the IRT Commander is unavailable, then a specialized team supervisor shall be notified.

The Chief of Police, with input from the Incident Commander, should brief the IRT Commander about the incident. Such information should include:

(a) The type of crime involved.

(b) The number of suspects, identity, and criminal history.

(c) The known weapons and resources available to the suspect.

(d) If the suspect is in control of hostages and/or barricaded.

(e) Whether contact has been made with the suspect and whether there have been demands.

(f) If potential victims are still within the inner perimeter.

(g) If the suspect has threatened or attempted suicide.

(h) The location of the command post and a safe approach to it.

(i) The extent of any inner or outer perimeter and the number of personnel involved.

(j) Any other assets or resources at the scene including other involved agencies.

(k) Any other important facts critical to the immediate situation.

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The IRT Commander or team supervisor shall then follow current callout procedures. A current mobilization list shall be maintained in the office of the Chief of Police and SCRDA by the IRT Commander.

404.7.3 FIELD PERSONNEL RESPONSIBILITIES

While waiting for the IRT to respond, field personnel should, if determined to be safe and practicable and sufficient resources exist:

(a) Establish an arrest/response team in case the suspect takes action. The response team's tasks may include:

1. Taking action to mitigate a deadly threat or behavior either inside or outside the location.
2. Securing any subject or suspect who may surrender or attempt to escape.

(b) Evacuate any injured persons in the zone of danger.

(c) Evacuate or provide safety instructions to other people in the zone of danger.

(d) Establish an inner and outer perimeter.

(e) Establish a command post outside of the inner perimeter.

(f) Attempt to establish preliminary communication with the suspect. Once the IRT has arrived, all negotiations should generally be halted to allow the negotiation and tactical teams time to organize, position, and assume the appropriate roles and responsibilities.

(g) Plan for, and stage, anticipated resources.

404.7.4 ON-SCENE COMMAND RESPONSIBILITIES

Upon arrival of the IRT at the scene, the Incident Commander shall brief the IRT Commander and team supervisors. Upon review, it will be the IRT Commander's decision, with input from the Incident Commander, whether to deploy the IRT. Once the IRT Commander authorizes deployment, the IRT Commander or the authorized designee will be responsible for the tactical response and negotiations. The Incident Commander shall continue to supervise the command post operation, outer perimeter security, evacuation, and media access and will support the IRT. The Incident Commander and IRT Commander or the authorized designee shall maintain direct communication at all times.

404.7.5 COMMUNICATIONS WITH IRT MEMBERS

All persons who are non-IRT members should refrain from any non-emergency contact or interference with any IRT member during active negotiations. IRT operations require the utmost concentration by involved members and, as a result, no one should interrupt or communicate with IRT members directly. All non-emergency communications shall be channeled through the negotiation team or tactical team supervisor or the authorized designee.

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404.8 TACTICAL TEAM ADMINISTRATIVE GUIDELINES

The tactical team was established to provide a skilled and trained team for deployment to events that require specialized tactics, in situations where suspects have taken hostages and/or barricaded themselves, and in prolonged or predictable situations where persons who are armed or suspected of being armed pose a danger to themselves or others.

The following procedures serve as directives for the administrative operation of the tactical team.

404.8.1 SELECTION OF TACTICAL MEMBERS

Interested TCPD members who are off probation shall submit a change of assignment request to their supervisor, a copy of which will be forwarded to the IRT Commander and other tactical team supervisors. Those qualifying applicants will then be invited to participate in the testing process. The order of the tests will be at the discretion of the IRT Commander. The testing process will consist of an oral interview, physical agility test, firearm qualification, and team evaluation.

(a) Oral interview: The oral interview will be conducted by individuals selected by the IRT Commander. Applicants will be evaluated by certain criteria, which include:

1. Recognized competence and ability, as evidenced by performance.
2. Demonstrated good judgment and understanding of the critical role of a tactical team member.
3. Special skills, training, or appropriate education as it pertains to this assignment.
4. Commitment to the IRT, realizing that the additional assignment may necessitate unusual working hours, conditions, and training obligations.

(b) Physical agility: The physical agility test is designed to determine the physical capabilities of the applicant as they relate to performance of tactical team-related duties. The test and scoring procedure will be established by the IRT Commander. A minimum qualifying score shall be attained by the applicant to be considered for the position.

(c) Firearm qualification: Candidates will be invited to shoot the IRT basic drill for the handgun. A minimum qualifying score established by the Firearms Instructor must be attained to qualify.

(d) Team evaluation: Current team members will evaluate each candidate on field tactical skills, teamwork, ability to work under stress, communication skills, judgment, and any special skills that could benefit the team.

The IRT Commander shall submit a list of successful applicants to the Chief of Police for final selection.

404.8.2 TACTICAL TRAINING

Training shall be coordinated by the IRT Commander. The IRT Commander may conduct monthly training exercises that include a review and critique of members and their performance in the exercises, in addition to specialized training. Training shall consist of the following:

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(a) Each tactical team member shall perform a physical fitness test twice each year. A minimum qualifying score must be attained by each team member.

(b) Any tactical team member failing to attain the minimum physical fitness qualification score will be notified of the requirement to retest. Within 30 days of the previous physical fitness test date, the member required to qualify shall report to a team supervisor and complete the entire physical fitness test. Failure to qualify after a second attempt may result in dismissal from the team.

(c) Those who are on vacation, are ill, or are on light-duty status with a medical professional's note of approval on the test date shall be responsible for reporting to a team supervisor and taking the test within 30 days of their return to regular duty. Any member who fails to arrange for and perform the physical fitness test within the 30-day period shall be considered as having failed to attain a qualifying score for that test period.

(d) Each tactical team member shall complete the quarterly tactical team handgun qualification course. The qualification course shall consist of the IRT basic drill for the handgun. Failure to qualify will require the team member to seek remedial training from a Firearms Instructor who has been approved by the IRT Commander. Team members who fail to qualify will not be used in IRT operations until qualified. Team members who fail to qualify must retest within 30 days. Failure to qualify within 30 days, with or without remedial training, may result in dismissal from the team.

(e) Each tactical team member shall complete the quarterly tactical qualification course for any specialty weapon issued to, or used by, the team member during tactical team operations. Failure to qualify will require the team member to seek remedial training from a Firearms Instructor who has been approved by the IRT Commander. Team members who fail to qualify on their specialty weapon may not utilize the specialty weapon on IRT operations until qualified. Team members who fail to qualify must retest within 30 days. Failure to qualify with specialty weapons within 30 days may result in the team member being removed from the team or permanently disqualified from use of that particular specialty weapon.

404.8.3 TACTICAL TEAM EVALUATION

Continual evaluation of a team member’s performance and efficiency as it relates to the positive operation of the team shall be conducted by the team supervisor. The performance and efficiency level, as established by the team supervisor, will be met and maintained by all tactical team members. Any member of the tactical team who performs or functions at a level less than satisfactory shall be subject to dismissal from the team.

404.9 NEGOTIATION TEAM ADMINISTRATIVE GUIDELINES

The negotiation team has been established to provide skilled verbal communicators who will attempt to de-escalate and effect surrender in critical situations where suspects have taken hostages, barricaded themselves, or have suicidal tendencies.

The following procedures serve as directives for the administrative operation of the negotiation team.

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404.9.1 SELECTION OF NEGOTIATION MEMBERS

Interested department members who are off probation shall submit a change of assignment request to their supervisors. A copy will be forwarded to the IRT Commander and the negotiation team supervisor. Qualified applicants will then be invited to an oral interview. The oral interview board will consist of the IRT Commander, the negotiation team supervisor, and a third person to be selected by the two. Interested members shall be evaluated by certain criteria, which include:

(a) Recognized competence and ability as evidenced by performance.

(b) Demonstrated good judgment and understanding of the critical role of a negotiator and the negotiation process.

(c) Effective communication skills.

(d) Special skills, training, or appropriate education as it pertains to the assignment.

(e) Commitment to the IRT, realizing that the assignment may necessitate unusual working hours, conditions, and training obligations.

The oral interview board shall submit a list of successful applicants to the Chief of Police for final selection.

404.9.2 NEGOTIATION TRAINING

Training shall be coordinated by the IRT Commander. The IRT Commander may conduct monthly training exercises that include a review and critique of members and their performance in the exercises, in addition to specialized training.

A minimum of one training day per quarter will be required to provide the opportunity for role playing and situational training necessary to maintain proper skills. This will be coordinated by the team supervisor.

404.9.3 NEGOTIATION TEAM EVALUATION

Continual evaluation of a team member's performance and efficiency as it relates to the positive operation of the team shall be conducted by the team supervisor. Performance and efficiency levels, established by the team supervisor, will be met and maintained by all team members. Any member of the negotiation team who performs or functions at a level less than satisfactory shall be subject to dismissal from the team.

404.10 UNIFORMS AND EQUIPMENT

IRT specialized teams from this department should wear uniforms that clearly identify them as law enforcement members. It is recognized that certain tactical conditions may require covert movement. Attire may be selected that is appropriate to the specific mission.

404.10.1 EQUIPMENT

IRT specialized teams from this department should be adequately equipped to meet the specific missions identified by the Department.

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404.10.2 FIREARMS
Weapons and equipment used by the IRT specialized teams and any supporting resources should be department-issued or approved, including any modifications, additions, or attachments.

404.11 TRAINING

The IRT Commander shall conduct an annual IRT training needs assessment to ensure that training correlates to the team's capabilities and department policy.

404.11.1 TRAINING SAFETY
Use of a designated safety officer should be considered for all tactical training.

404.11.2 INITIAL TRAINING
Tactical and negotiation team members and team supervisors should not be deployed until successful completion of a basic IRT course or its equivalent that has been approved by this department.

(a) To avoid unnecessary or redundant training, previous training completed by members may be considered equivalent when the hours and content or topics meet or exceed requirements determined by the Department.

(b) Untrained members may be used in a support or training capacity.

404.11.3 UPDATE/REFRESHER TRAINING
Tactical and negotiation team members, team supervisors, and certified tactical dispatchers should complete update or refresher training every 24 months.

404.11.4 MANAGEMENT TRAINING
Command and executive personnel are encouraged to attend training for managing the IRT functions at the organizational level. This is to ensure that those who provide active oversight at the scene understand the purpose and capabilities of these specialized teams.

Command personnel who may assume incident command responsibilities should attend a tactical commander or critical incident commander course or its equivalent that has been approved by this department.

404.11.5 SCENARIO-BASED TRAINING
IRT specialized teams should participate in scenario-based training that simulates the critical field operations environment. Such training is an established method of improving performance during an actual deployment.

404.11.6 TRAINING DOCUMENTATION
Individual and team training shall be documented and records maintained by the Training Manager. Such documentation shall be maintained in each member’s training file. A separate department IRT training file shall be maintained with documentation and records of all team training.

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Ride-Alongs

405.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for a ride-along with members of the Truth or Consequences Police Department. This policy provides the requirements, approval process, hours of operation, and member responsibilities for ride-alongs.

405.2 POLICY

Ride-along opportunities will be provided to the members of the public, City employees, and members of this department to observe and experience, first-hand, various functions of the Truth or Consequences Police Department. The term "ride-along" includes riding as a passenger with an officer on patrol or observing the work day of members engaged in other functions within the Department, such as SCRDA.

405.3 ELIGIBILITY

A ride-along is available to Truth or Consequences residents and business owners, students currently attending class in Truth or Consequences, and those employed within the City of Truth or Consequences. Efforts will be made to accommodate all interested persons. However, any applicant may be disqualified without cause from participating.

Factors that may be considered in disqualifying an applicant include but are not limited to:

- Being under 15 years of age.
- Prior criminal history.
- Pending criminal action.
- Pending lawsuit against this department or the city.
- Denial by any supervisor.

405.4 AVAILABILITY

A ride-along or job observation is available most days of the week, from 10:00 a.m. to 11:00 p.m. Exceptions to this schedule may be made as approved by the Chief of Police or a supervisor.

405.5 REQUESTS TO PARTICIPATE

Generally, ride-along and job observation requests will be maintained and scheduled by the Chief of Police or the authorized designee. The applicant will complete and sign a ride-along or job observation waiver form. If the applicant is under 18 years of age, a parent or guardian must be present to complete the waiver form. Information requested will include a valid state-issued identification card or driver's license number, birthdate, address, and telephone number.

The Chief of Police or the authorized designee will schedule a date, based on availability, generally one week after the date of application. If approved, a copy of the waiver form will be forwarded to the appropriate supervisor as soon as possible for scheduling considerations.

If the request is denied, a representative of this department will advise the applicant of the denial.

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405.6 PROCEDURES

Once approved, ride-along applicants will be allowed to participate no more than once every six months. An exception may apply to the following law enforcement-involved participants:

- Explorers
- Volunteers
- Chaplains
- Reserves
- Truth or Consequences Police Department applicants
- Any others with approval of the Chief of Police
- Students enrolled in any department-approved dispatcher training course

An effort will be made to ensure that no more than one member of the public will participate in a ride-along or job observation during any given time period. Normally, no more than one ride-along participant will be allowed in department vehicles at a given time.

Ride-along requirements for department Explorers are covered in the Explorers Policy.

405.6.1 OFF-DUTY PARTICIPATION

Off-duty members of this department or any other law enforcement agency, and employees of the City, will not be permitted to participate in a ride-along with on-duty members of this department without the express consent of the Chief of Police.

In the event that such participation is permitted, the off-duty department member, other law enforcement agency personnel, or City employee shall not:

(a) Be considered on-duty.

(b) Represent themself as a member of this department or any other law enforcement agency.

(c) Participate in any law enforcement activity except as emergency circumstances may require.

405.6.2 CRIMINAL HISTORY CHECK

All ride-along applicants are subject to a criminal history check. The criminal history check may include a local records check and a New Mexico Department of Public Safety check prior to approval of the ride-along.

405.6.3 SUITABLE ATTIRE

Any person approved to participate in a ride-along is required to be suitably dressed in a collared shirt, blouse or jacket, slacks, and shoes. Sandals, t-shirts, tank tops, shorts, and ripped or torn pants are not permitted. Hats and ball caps will not be worn without the express consent of the supervisor. The supervisor may refuse a ride-along to anyone who is not dressed appropriately.

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405.7 MEMBER RESPONSIBILITIES

The assigned department member shall consider the safety of the ride-along or job observation participant at all times. The member shall maintain control over the participant and shall instruct the individual about the conditions that necessarily limit their participation. Instructions should include:

(a) The participant will follow the directions of the department member.

(b) The participant will not become involved in any investigation, handling of evidence, discussions with victims or suspects, reading an individual's criminal history or other protected information, or handling any police department equipment.

(c) Participation may be terminated at any time by the member if the participant interferes with the performance of the member's duties.

1. If the ride-along is in progress, the member may return the participant to the point the ride originated.

(d) Participants may be allowed to continue a ride-along during the transportation and booking process, provided it does not jeopardize their safety.

(e) Members will not allow participants to be present in any location or situation that would jeopardize the participant's safety or cause undue stress or embarrassment to a victim or any other member of the public.

(f) Participants who are not law enforcement officers shall not be permitted to accompany the department member into a private residence without the express consent of the resident or other authorized person.

The member assigned to provide a ride-along shall advise the dispatcher that a ride-along participant is present in the vehicle before going into service. An officer with a ride-along participant should use sound discretion when encountering a potentially dangerous situation, such as a high-speed pursuit and, if feasible, let the participant out of the vehicle in a well-lit public place. The dispatcher will be advised of the situation and as soon as practicable have another department member respond to pick up the participant at that location. The ride-along may be continued or terminated at this time.

Conduct by a person participating in a ride-along that results in termination of the ride, or is otherwise inappropriate, should be immediately reported to a supervisor. The member should enter comments regarding the reasons for terminating the ride-along on the waiver form.

Upon completion of the ride-along, the member shall return the waiver form to the supervisor.

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Hazardous Material Response

406.1 PURPOSE AND SCOPE

Exposure to hazardous materials presents potential harm to department members and the public. This policy outlines the responsibilities of members who respond to these events and the factors that should be considered while on-scene, including the reporting of exposures and supervisor responsibilities.

406.1.1 DEFINITIONS

Definitions related to this policy include:

Hazardous material - A substance which, by its nature, containment, or reactivity, has the capability of inflicting harm during exposure; characterized as being toxic, corrosive, flammable, reactive, an irritant, or strong sensitizer and thereby posing a threat to health when improperly managed.

406.2 POLICY

It is the policy of the Truth or Consequences Police Department to respond to hazardous material emergencies with due regard for the safety of the public and those members responding to such incidents.

406.3 HAZARDOUS MATERIAL RESPONSE

Members may encounter situations involving suspected hazardous materials, such as at the scene of a traffic accident, chemical spill, or fire. When members come into contact with a suspected hazardous material, they should take certain steps to protect themselves and other persons.

The fire department is the agency trained and equipped to properly respond to and mitigate most incidents involving hazardous materials and biohazards.

Responders should not perform tasks or use equipment without proper training. A responder entering the area may require decontamination before they are allowed to leave the scene, and should be evaluated by appropriate technicians and emergency medical services personnel for signs of exposure.

406.4 CONSIDERATIONS

The following steps should be considered at any scene involving suspected hazardous materials:

(a) Make the initial assessment of a potentially hazardous material from a safe distance.

(b) Notify SCRDA, appropriate supervisors, the appropriate fire department, and hazardous response units.

1. Provide weather conditions, wind direction, a suggested safe approach route, and any other information pertinent to responder safety.

(c) Wear personal protective equipment (PPE), being cognizant that some hazardous material can be inhaled.

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(d) Remain upwind, uphill, and at a safe distance, maintaining awareness of weather and environmental conditions, until the material is identified and a process for handling has been determined.

(e) Attempt to identify the type of hazardous material from a safe distance using optical aids (binoculars or spotting scopes) if they are available. Identification can be determined by:

1. Placards or use of an emergency response guidebook.
2. Driver's statements or shipping documents from the person transporting the material.
3. Information obtained from any involved person with knowledge regarding the hazardous material. Information should include:
    (a) The type of material.
    (b) How to secure and contain the material.
    (c) Any other information to protect the safety of those present, the community, and the environment.

(f) Provide first aid to injured parties if it can be done safely and without contamination.

(g) Make reasonable efforts to secure the scene to prevent access from unauthorized individuals and to protect and identify any evidence.

(h) Begin evacuation of the immediate and surrounding areas, dependent on the material. Voluntary evacuation should be considered; mandatory evacuation may be necessary and will depend on the type of material.

(i) Establish a decontamination area when needed.

(j) Activate automated community notification systems, if applicable.

(k) Notify the New Mexico State Police or Santa Fe Control, as appropriate, and provide all known information involving the hazardous material incident (NMSA § 12-12-21; 10.20.2.18 NMAC).

406.5 REPORTING EXPOSURE

Department members who believe they have been exposed to a hazardous material shall immediately report the exposure to a supervisor. Each exposure shall be documented by the member in an incident report that shall be forwarded via chain of command to the Chief of Police as soon as practicable. Should the affected member be unable to document the exposure for any reason, it shall be the responsibility of the notified supervisor to complete the report.

Injury or illness caused or believed to be caused by exposure to hazardous materials shall be reported the same as any other on-duty injury or illness, in addition to a crime report or incident report as applicable.

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406.5.1 SUPERVISOR RESPONSIBILITIES

When a supervisor has been informed that a member has been exposed to a hazardous material, they shall ensure that immediate medical treatment is obtained and appropriate action is taken to mitigate the exposure or continued exposure.

To ensure the safety of members, PPE is available from supervisors. PPE not maintained by this department may be available through the appropriate fire department or emergency response team.

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Hostage and Barricade Incidents

407.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for situations where officers have legal cause to contact, detain, or arrest a person, and the person refuses to submit to the lawful requests of the officers by remaining in a structure or vehicle and/or by taking a hostage.

The scope of this policy is not intended to address all variables that officers encounter during their initial response or when a hostage or barricade situation has developed. This policy does not require or recommend specific strategies or tactics for resolution as each incident is a dynamic and rapidly evolving event.

407.1.1 DEFINITIONS

Definitions related to this policy include:

Barricade situation - An incident where a person maintains a position of cover or concealment and ignores or resists law enforcement personnel, and it is reasonable to believe the subject is armed with a dangerous or deadly weapon.

Hostage situation - An incident where it is reasonable to believe a person is:

- Unlawfully held by a hostage-taker as security so that specified terms or conditions will be met.
- Unlawfully held against their will under threat or actual use of force.

407.2 POLICY

It is the policy of the Truth or Consequences Police Department to address hostage and barricade situations with due regard for the preservation of life and balancing the risk of injury, while obtaining the safe release of hostages, apprehending offenders, and securing available evidence.

407.3 COMMUNICATION

When circumstances permit, initial responding officers should try to establish and maintain lines of communication with a barricaded person or hostage-taker. Officers should attempt to identify any additional subjects, inquire about victims and injuries, seek the release of hostages, gather intelligence information, identify time-sensitive demands or conditions, and obtain the suspect's surrender.

When available, department-authorized negotiators should respond to the scene as soon as practicable and assume communication responsibilities. Negotiators are permitted to exercise flexibility in each situation based upon their training, the circumstances presented, suspect actions or demands, and the available resources.

407.3.1 EMERGENCY COMMUNICATIONS

An officer may intercept, monitor, or record a communication when it is done as part of a criminal investigation and the officer (NMSA § 30-12-1):

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(a) Is a party to the communication.

(b) Has obtained prior consent from one of the parties to the communication.

All other interception or interference (e.g., wiretapping, eavesdropping) with wire or oral communications must be authorized by a court order as provided by NMSA § 30-12-2 et seq.

Electronic device information (including location information) may only be obtained in accordance with the Electronic Communications Privacy Act NMSA § 10-16F-3.

407.4 FIRST RESPONDER CONSIDERATIONS

First responding officers should promptly and carefully evaluate all available information to determine whether an incident involves, or may later develop into, a hostage or barricade situation.

The first responding officer should immediately request a supervisor's response as soon as it is determined that a hostage or barricade situation exists. The first responding officer shall assume the duties of the supervisor until relieved by a supervisor or a more qualified responder. The officer shall continually evaluate the situation, including the level of risk to officers, to the persons involved, and to bystanders, and the resources currently available.

The handling officer should brief the arriving supervisor of the incident, including information about suspects and victims, the extent of any injuries, additional resources or equipment that may be needed, and current perimeters and evacuation areas.

407.4.1 BARRICADE SITUATION

Unless circumstances require otherwise, officers handling a barricade situation should attempt to avoid a forceful confrontation in favor of stabilizing the incident by establishing and maintaining lines of communication while awaiting the arrival of specialized personnel and trained negotiators. In the interim, the following options, while not all-inclusive or in any particular order, should be considered:

(a) Ensure injured persons are evacuated from the immediate threat area if it is reasonably safe to do so. Request medical assistance.

(b) Assign personnel to a contact team to control the subject should they attempt to exit the building, structure, or vehicle and attack, use deadly force, attempt to escape, or surrender prior to additional resources arriving.

(c) Request additional personnel, resources, and equipment as needed (e.g., canine team, air support).

(d) Provide responding emergency personnel with a safe arrival route to the location.

(e) Evacuate uninjured persons in the immediate threat area if it is reasonably safe to do so.

(f) Attempt to obtain a line of communication and gather as much information on the subject as possible, including weapons, other involved parties, additional hazards, or injuries.

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(g) Establish an inner and outer perimeter as circumstances require and resources permit to prevent unauthorized access.

(h) Evacuate bystanders, residents, and businesses within the inner and then outer perimeter as appropriate. Check for injuries, the presence of other involved subjects, witnesses, evidence, or additional information.

(i) Determine the need for and notify the appropriate persons within and outside the Department, such as the Chief of Police and the Public Information Officer (PIO).

(j) If necessary and available, establish a tactical or exclusive radio frequency for the incident.

(k) Establish a command post.

407.4.2 HOSTAGE SITUATION

Officers presented with a hostage situation should attempt to avoid a forceful confrontation in favor of controlling the incident in anticipation of the arrival of specialized personnel and trained hostage negotiators. However, it is understood that hostage situations are dynamic and can require that officers react quickly to developing or changing threats. The following options, while not all-inclusive or in any particular order, should be considered:

(a) Ensure injured persons are evacuated from the immediate threat area if it is reasonably safe to do so. Request medical assistance.

(b) Assign personnel to a contact team to control the subject should they attempt to exit the building, structure, or vehicle and attack, use deadly force, attempt to escape, or surrender prior to additional resources arriving.

(c) Establish a rapid response team in the event it becomes necessary to rapidly enter a building, structure, or vehicle, such as when the suspect is using deadly force against any hostages (see the Rapid Response and Deployment Policy).

(d) Assist hostages or potential hostages to escape if it is reasonably safe to do so. Hostages should be kept separated, if practicable, pending further interview.

(e) Request additional personnel, resources, and equipment as needed (e.g., canine team, air support).

(f) Provide responding emergency personnel with a safe arrival route to the location.

(g) Evacuate uninjured persons in the immediate threat area if it is reasonably safe to do so.

(h) Coordinate pursuit or surveillance vehicles and control of travel routes.

(i) Attempt to obtain a line of communication and gather as much information about the suspect as possible, including any weapons, victims and their injuries, additional hazards, other involved parties, and any other relevant intelligence information.

(j) Establish an inner and outer perimeter as resources and circumstances permit to prevent unauthorized access.

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(k) Evacuate bystanders, residents, and businesses within the inner and then outer perimeter as appropriate. Check for injuries, the presence of other involved subjects, witnesses, evidence, or additional information.

(l) Determine the need for and notify the appropriate persons within and outside the Department, such as the Chief of Police and the PIO.

(m) If necessary and available, establish a tactical or exclusive radio frequency for the incident.

407.5 SUPERVISOR RESPONSIBILITIES

Upon being notified that a hostage or barricade situation exists, the supervisor should immediately respond to the scene, assess the risk level of the situation, establish a proper chain of command, and assume the role of Incident Commander until properly relieved. This includes requesting Incident Response Team (IRT) response if appropriate and apprising the IRT Commander of the circumstances. In addition, the following options, listed here in no particular order, should be considered:

(a) Ensure injured persons are evacuated and treated by medical personnel.

(b) Ensure the completion of necessary first responder responsibilities or assignments.

(c) Request crisis negotiators, specialized assignment members, additional department members, resources, or equipment as appropriate.

(d) Establish a command post location as resources and circumstances permit.

(e) Designate assistants who can help with intelligence information and documentation of the incident.

(f) If it is practicable to do so, arrange for video documentation of the operation.

(g) Consider contacting utility and communication providers when restricting such services (e.g., electric power, gas, telephone service).

(h) Ensure adequate law enforcement coverage for the remainder of the City during the incident. The supervisor should direct nonessential personnel away from the scene unless they have been summoned by the supervisor or SCRDA.

(i) Identify a media staging area outside the outer perimeter and have the department PIO or a designated temporary media representative provide media access in accordance with the Media Relations Policy.

(j) Identify the need for mutual aid and the transition or relief of personnel for incidents of extended duration.

(k) Debrief personnel and review documentation as appropriate.

407.6 IRT RESPONSIBILITIES

It will be the IRT Commander's decision, with input from the Incident Commander, whether to deploy the IRT during a hostage or barricade situation. Once the IRT Commander authorizes deployment, the IRT Commander or the authorized designee will be responsible for the tactical response and negotiations. The Incident Commander shall continue to supervise the command

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post operation, outer perimeter security, evacuation, and media access, and will support the IRT. The Incident Commander and the IRT Commander or the authorized designees shall maintain direct communications at all times.

407.7 REPORTING

Unless otherwise relieved by a supervisor or Incident Commander, the handling officer at the scene is responsible for completion and/or coordination of incident reports.

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Response to Bomb Calls

408.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines to assist members of the Truth or Consequences Police Department in their initial response to incidents involving explosives or explosive devices, explosion/bombing incidents, or threats of such incidents. Under no circumstances should these guidelines be interpreted as compromising the safety of first responders or the public. When confronted with an incident involving explosives, safety should always be the primary consideration.

408.2 POLICY

It is the policy of the Truth or Consequences Police Department to place a higher priority on the safety of persons and the public over damage or destruction to public or private property.

408.3 RECEIPT OF BOMB THREAT

Department members receiving a bomb threat should obtain as much information from the individual as reasonably possible, including the type, placement, and alleged detonation time of the device.

If the bomb threat is received on a recorded line, reasonable steps should be taken to ensure that the recording is preserved in accordance with established department evidence procedures.

The member receiving the bomb threat should ensure that the supervisor is immediately advised and informed of the details. This will enable the supervisor to ensure that the appropriate personnel are dispatched, and, as appropriate, the threatened location is given an advance warning.

408.4 GOVERNMENT FACILITY OR PROPERTY

A bomb threat targeting a government facility may require a different response based on the government agency.

408.4.1 TRUTH OR CONSEQUENCES POLICE DEPARTMENT FACILITY

If the bomb threat is against the Truth or Consequences Police Department facility, the supervisor will direct and assign officers as required for coordinating a general building search or evacuation of the police department, as they deem appropriate.

408.4.2 OTHER COUNTY OR MUNICIPAL FACILITY OR PROPERTY

If the bomb threat is against a county or municipal facility within the jurisdiction of the Truth or Consequences Police Department that is not the property of this department, the appropriate agency will be promptly informed of the threat. Assistance to the other entity may be provided as the supervisor deems appropriate.

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408.4.3 FEDERAL BUILDING OR PROPERTY

If the bomb threat is against a federal building or property, the Federal Protective Service should be immediately notified. The Federal Protective Service provides a uniformed law enforcement response for most facilities, which may include use of its Explosive Detector Dog teams.

If the bomb threat is against a federal government property where the Federal Protective Service is unable to provide a timely response, the appropriate facility's security or command staff should be notified.

Bomb threats against a military installation should be reported to the military police or other military security responsible for the installation.

408.5 PRIVATE FACILITY OR PROPERTY

When a member of this department receives notification of a bomb threat at a location in the City of Truth or Consequences, the member receiving the notification should obtain as much information as reasonably possible from the notifying individual, including:

(a) The location of the facility.

(b) The nature of the threat.

(c) Whether the type and detonation time of the device is known.

(d) Whether the facility is occupied and, if so, the number of occupants currently on-scene.

(e) Whether the individual is requesting police assistance at the facility.

(f) Whether there are any internal facility procedures regarding bomb threats in place, such as:

1. No evacuation of personnel and no search for a device.
2. Search for a device without evacuation of personnel.
3. Evacuation of personnel without a search for a device.
4. Evacuation of personnel and a search for a device.

The member receiving the bomb threat information should ensure that the supervisor is immediately notified so that the supervisor can communicate with the person in charge of the threatened facility.

408.5.1 ASSISTANCE

A supervisor should be notified when police assistance is requested. The supervisor will make the decision whether the Department will render assistance and at what level. Information and circumstances that indicate a reasonably apparent, imminent threat to the safety of either the facility or the public may require a more active approach, including police control over the facility.

Should the supervisor determine that the Department will assist or control such an incident, they will determine:

(a) The appropriate level of assistance.

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(b) The plan for assistance.

(c) Whether to evacuate and/or search the facility.

(d) Whether to involve facility staff in the search or evacuation of the building.

1. The person in charge of the facility should be made aware of the possibility of damage to the facility as a result of a search.
2. The safety of all participants is the paramount concern.

(e) The need for additional resources, including:

1. Notification and response, or standby notice, for fire and emergency medical services.

Even though a facility does not request police assistance to clear the interior of a building, based upon the circumstances and known threat, officers may be sent to the scene to evacuate other areas that could be affected by the type of threat, or for traffic and pedestrian control.

408.6 FOUND DEVICE

When handling an incident involving a suspected explosive device, the following guidelines, while not all inclusive, should be followed:

(a) No known or suspected explosive item should be considered safe regardless of its size or apparent packaging.

(b) The device should not be touched or moved except by the bomb squad or military explosive ordnance disposal team.

(c) Personnel should not transmit on any equipment that is capable of producing radio frequency energy within the evacuation area around the suspected device. This includes:

1. Two-way radios.
2. Cell phones.
3. Other personal communication devices.

(d) The appropriate bomb squad or military explosive ordnance disposal team should be summoned for assistance.

(e) The largest perimeter reasonably possible should initially be established around the device based upon available personnel and the anticipated danger zone.

(f) A safe access route should be provided for support personnel and equipment.

(g) Search the area for secondary devices as appropriate and based upon available resources.

(h) Consider evacuation of buildings and personnel near the device or inside the danger zone and the safest exit route.

(i) Promptly relay available information to the supervisor including:

1. The time of discovery.

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2. The exact location of the device.
3. A full description of the device (e.g., size, shape, markings, construction).
4. The anticipated danger zone and perimeter.
5. The areas to be evacuated or cleared.

408.7 EXPLOSION/BOMBING INCIDENTS

When an explosion has occurred, there are multitudes of considerations which may confront the responding officers. As in other catastrophic events, a rapid response may help to minimize injury to victims, contamination of the scene by gathering crowds, or any additional damage from fires or unstable structures.

408.7.1 CONSIDERATIONS

Officers responding to explosions, whether accidental or a criminal act, should consider the following actions:

(a) Assess the scope of the incident, including the number of victims and extent of injuries.

(b) Request additional personnel and resources, as appropriate.

(c) Assist with first aid.

(d) Identify and take appropriate precautions to mitigate scene hazards, such as collapsed structures, bloodborne pathogens, and hazardous materials.

(e) Assist with the safe evacuation of victims, if possible.

(f) Establish an inner perimeter to include entry points and evacuation routes. Search for additional or secondary devices.

(g) Preserve evidence.

(h) Establish an outer perimeter and evacuate if necessary.

(i) Identify witnesses.

408.7.2 NOTIFICATIONS

When an explosion has occurred, the following people should be notified as appropriate:

- Fire department
- Bomb squad
- Additional department personnel, such as investigators and forensic services
- Field supervisor
- Chief of Police
- Other law enforcement agencies, including local, state, or federal agencies, such as the FBI and the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)
- Other government agencies, as appropriate

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408.8 CROWD CONTROL

Only authorized members with a legitimate need should be permitted access to the scene. Spectators and other unauthorized individuals should be restricted to a safe distance as is reasonably practicable given the available resources and personnel.

408.8.1 PRESERVATION OF EVIDENCE

As in any other crime scene, steps should immediately be taken to preserve the scene. A supervisor should assign officers to protect the crime scene area, which could extend over a long distance. Consideration should be given to the fact that evidence may be embedded in nearby structures or hanging in trees and bushes.

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Crisis Intervention Incidents

409.1 PURPOSE AND SCOPE

This policy provides guidelines for interacting with those who may be experiencing a mental health or emotional crisis. Interaction with such individuals has the potential for miscommunication and violence. It often requires an officer to make difficult judgments about a person's mental state and intent in order to effectively and legally interact with the individual.

409.1.1 DEFINITIONS

Definitions related to this policy include:

Person in crisis - A person whose level of distress or mental health symptoms have exceeded the person's internal ability to manage their behavior or emotions. A crisis can be precipitated by any number of things, including an increase in the symptoms of mental illness despite treatment compliance; noncompliance with treatment, including a failure to take prescribed medications appropriately; or any other circumstance or event that causes the person to engage in erratic, disruptive, or dangerous behavior that may be accompanied by impaired judgment.

409.2 POLICY

The Truth or Consequences Police Department is committed to providing a consistently high level of service to all members of the community and recognizes that persons in crisis may benefit from intervention. The Department will collaborate, where feasible, with mental health professionals to develop an overall intervention strategy to guide its members' interactions with those experiencing a mental health crisis. This is to ensure equitable and safe treatment of all involved.

409.3 SIGNS

Members should be alert to any of the following possible signs of mental health issues or crises:

(a) A known history of mental illness

(b) Threats of or attempted suicide

(c) Loss of memory

(d) Incoherence, disorientation, or slow response

(e) Delusions, hallucinations, perceptions unrelated to reality, or grandiose ideas

(f) Depression, pronounced feelings of hopelessness or uselessness, extreme sadness or guilt

(g) Social withdrawal

(h) Manic or impulsive behavior, extreme agitation, or lack of control

(i) Lack of fear

(j) Anxiety, aggression, rigidity, inflexibility, or paranoia

Members should be aware that this list is not exhaustive. The presence or absence of any of these signs should not be treated as proof of the presence or absence of a mental health issue or crisis.

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409.4 COORDINATION WITH MENTAL HEALTH PROFESSIONALS

The Chief of Police should designate a supervisor to collaborate with mental health professionals to develop an education and response protocol. It should include a list of community resources to guide department interaction with those who may be suffering from mental illness or who appear to be in a mental health crisis.

409.5 FIRST RESPONDERS

Safety is a priority for first responders. It is important to recognize that individuals under the influence of alcohol, drugs, or both may exhibit symptoms that are similar to those of a person in a mental health crisis. These individuals may still present a serious threat to officers; such a threat should be addressed with reasonable tactics. Nothing in this policy shall be construed to limit an officer's authority to use reasonable force when interacting with a person in crisis.

Officers are reminded that mental health issues, mental health crises, and unusual behavior are not criminal offenses. Individuals may benefit from treatment as opposed to incarceration.

An officer responding to a call involving a person in crisis should:

(a) Promptly assess the situation independent of reported information and make a preliminary determination regarding whether a mental health crisis may be a factor.

(b) Request available backup officers and specialized resources as deemed necessary and, if it is reasonably believed that the person is in a crisis situation, use conflict resolution and de-escalation techniques to stabilize the incident as appropriate.

(c) If feasible, and without compromising safety, turn off flashing lights, bright lights, or sirens.

(d) Attempt to determine if weapons are present or available.

(e) Take into account the person's mental and emotional state and potential inability to understand commands or to appreciate the consequences of their action or inaction, as perceived by the officer.

(f) Secure the scene and clear the immediate area as necessary.

(g) Employ tactics to preserve the safety of all participants.

(h) Determine the nature of any crime.

(i) Request a supervisor, as warranted.

(j) Evaluate any available information that might assist in determining cause or motivation for the person's actions or stated intentions.

(k) If circumstances reasonably permit, consider and employ alternatives to force.

409.6 DE-ESCALATION

Officers should consider that taking no action or passively monitoring the situation may be the most reasonable response to a mental health crisis.

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Once it is determined that a situation is a mental health crisis and immediate safety concerns have been addressed, responding members should be aware of the following considerations and should generally:

- Evaluate safety conditions.
- Introduce themselves and attempt to obtain the person's name.
- Be patient, polite, calm, and courteous and avoid overreacting.
- Speak and move slowly and in a non-threatening manner.
- Moderate the level of direct eye contact.
- Remove distractions or disruptive people from the area.
- Demonstrate active listening skills (i.e., summarize the person's verbal communication).
- Provide for sufficient avenues of retreat or escape should the situation become volatile.

Responding officers generally should not:

- Use stances or tactics that can be interpreted as aggressive.
- Allow others to interrupt or engage the person.
- Corner a person who is not believed to be armed, violent, or suicidal.
- Argue, speak with a raised voice, or use threats to obtain compliance.

409.7 INCIDENT ORIENTATION

When responding to an incident that may involve mental illness or a mental health crisis, the officer should request that the dispatcher provide critical information as it becomes available. This includes:

(a) Whether the person relies on drugs or medication or may have failed to take their medication.

(b) Whether there have been prior incidents or suicide threats/attempts, and whether there has been previous police response.

(c) Contact information for a treating physician or mental health professional.

Additional resources and a supervisor should be requested as warranted.

409.8 SUPERVISOR RESPONSIBILITIES

A supervisor should respond to the scene of any interaction with a person in crisis. Responding supervisors should:

(a) Attempt to secure appropriate and sufficient resources.

(b) Closely monitor any use of force, including the use of restraints, and ensure that those subjected to the use of force are provided with timely access to medical care (see the Handcuffing and Restraints Policy).

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(c) Absent an imminent threat to the public, consider strategic disengagement. This may include removing or reducing law enforcement resources or engaging in passive monitoring.

(d) Ensure that all reports are completed and that incident documentation uses appropriate terminology and language.

(e) Conduct an after-action tactical and operational debriefing, and prepare an after-action evaluation of the incident to be forwarded to the Chief of Police or the authorized designee.

(f) Evaluate whether a critical incident stress management debriefing for involved members is warranted.

409.9 INCIDENT REPORTING

Members engaging in any oral or written communication associated with a mental health crisis should be mindful of the sensitive nature of such communications and should exercise appropriate discretion when referring to or describing persons and circumstances.

Members having contact with a person in crisis should keep related information confidential, except to the extent that revealing information is necessary to conform to department reporting procedures or other official mental health or medical proceedings.

409.9.1 DIVERSION

Individuals who are not being arrested should be processed in accordance with the Civil Commitments Policy.

409.10 NON-SWORN INTERACTION WITH PEOPLE IN CRISIS

Non-sworn or clerical members may be required to interact with persons in crisis in an administrative capacity, such as dispatching, records request, and animal control issues.

(a) Members should treat all individuals equally and with dignity and respect.

(b) If a member believes that they are interacting with a person in crisis, they should proceed patiently and in a calm manner.

(c) Members should be aware and understand that the person may make unusual or bizarre claims or requests.

If a person's behavior makes the member feel unsafe, if the person is or becomes disruptive or violent, or if the person acts in such a manner as to cause the member to believe that the person may be harmful to themself or others, an officer should be promptly summoned to provide assistance.

409.11 EVALUATION

The supervisor designated to coordinate the crisis intervention strategy for this department should ensure that a thorough review and analysis of the department response to these incidents is conducted annually. The report will not include identifying information pertaining to any involved

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individuals, officers, or incidents and will be submitted to the Chief of Police through the chain of command.

409.12 TRAINING

In coordination with the mental health community and appropriate stakeholders, the Department will develop and provide comprehensive education and training to all department members to enable them to effectively interact with persons in crisis.

The Department shall provide crisis management training as part of in-service training as required by the New Mexico Law Enforcement Standards and Training Council (NMSA § 29-7-7.1; NMSA § 29-7-7.5).

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Civil Commitments

410.1 PURPOSE AND SCOPE

This policy provides guidelines for when officers may place a person under civil commitment for purposes of an emergency mental health evaluation (NMSA § 43-1-10; NMSA § 32A-6A-19).

410.2 POLICY

It is the policy of the Truth or Consequences Police Department to protect the public and individuals through legal and appropriate use of civil commitment process.

410.3 AUTHORITY

410.3.1 ADULTS

An officer may take an adult into custody and transport them for an emergency mental health evaluation and care without a court order if (NMSA § 43-1-10; NMSA § 43-1-3):

(a) They are otherwise subject to lawful arrest.

(b) The officer has probable cause to believe the adult just attempted suicide.

(c) The officer, based upon their own observation and investigation, has probable cause to believe the adult, as a result of a mental disorder, presents a likelihood of serious harm to themself or others and immediate detention is necessary to prevent such harm.

(d) A physician, psychologist, or licensed qualified mental health professional has certified that the adult, as a result of a mental disorder, presents a likelihood of serious harm to themself or others and immediate detention is necessary to prevent such harm.

The officer shall transport the adult, as soon as practicable, to an evaluation facility authorized under NMSA § 43-1-3 or detention facility, as appropriate (NMSA § 43-1-10).

410.3.2 CHILDREN

An officer may take a child into custody and transport them for an emergency mental health evaluation and care without a court order if the officer (NMSA § 32A-6A-19; NMSA § 32A-6A-4):

(a) Has probable cause to believe the child just attempted suicide.

(b) Based upon their own observation and investigation, has probable cause to believe the child, as a result of a mental disorder, presents a likelihood of serious harm to themself or others and immediate detention is necessary to prevent such harm.

(c) Has a certification from a licensed clinician that the child, as a result of a mental disorder, presents a likelihood of serious harm to themself or others and that immediate intervention is necessary to prevent the harm.

(d) Has a tribal court's involuntary placement order that the child be admitted to an evaluation facility authorized under NMSA § 32A-6A-4.

The officer shall transport the child, as soon as practicable, to an evaluation facility authorized under NMSA § 32A-6A-4 or a temporary emergency placement, as appropriate (NMSA § 32A-6A-19).

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If a child transported to an evaluation facility is not released to their legal custodian, the transporting officer, within 24 hours of the child's arrival at the evaluation facility, shall make reasonable attempts to give written notice to the legal custodian about the child's transport to and detention at the facility and the reasons the child was taken into custody and transported there (NMSA § 32A-6A-19; NMSA § 32A-6A-4).

410.3.3 VOLUNTARY EVALUATION

If an officer encounters an individual who may qualify for civil commitment, the officer may inquire as to whether the person desires to be voluntarily evaluated at an appropriate facility. If the person so desires, the officer should:

(a) Transport the person to an appropriate facility that is able to conduct the evaluation and admit the person.

(b) Document the circumstances surrounding the individual's desire to pursue voluntary evaluation and/or admission.

If at any point the person changes their mind regarding voluntary evaluation, the officers should proceed with the application for emergency mental health evaluation, if appropriate.

410.4 CONSIDERATIONS AND RESPONSIBILITIES

Any officer handling a call involving a person who may qualify for detention for the purpose of civil commitment should consider, as time and circumstances reasonably permit:

(a) Available information that might assist in determining the possible cause and nature of the person's action or stated intentions.

(b) Community or neighborhood mediation services.

(c) Conflict resolution and de-escalation techniques

(d) Community or other resources that may be readily available to assist with mental health issues.

While these steps are encouraged, nothing in this section is intended to dissuade officers from taking reasonable action to ensure the safety of the officers and others.

Civil commitments should be preferred over arrest for people who have mental health issues and are suspected of committing minor crimes or creating other public safety issues.

410.5 TRANSPORTATION

Transport for any individual for civil commitment shall be conducted in accordance with the Transporting Persons in Custody Policy.

Officers may transport individuals in the patrol unit and shall secure them in accordance with the Handcuffing and Restraints Policy.

410.6 TRANSFER TO APPROPRIATE FACILITY

Upon arrival at the facility, the officer will escort the individual into a treatment area designated by a facility staff member. If the individual is not seeking treatment voluntarily, the officer should

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provide the staff member with the written application for civil commitment and remain present to provide clarification of the grounds for detention upon request.

Absent exigent circumstances, the transporting officer should not assist facility staff with the admission process, including restraint of the individual. However, if the individual is transported and delivered while restrained, the officer may assist with transferring the individual to facility restraints and will be available to assist during the admission process, if requested. Under normal circumstances, officers will not apply facility-ordered restraints.

410.7 DOCUMENTATION

The officer should complete an application for emergency admission, provide it to the facility staff member assigned to the individual, and retain a copy for inclusion in the case report.

The officer should also provide a verbal summary to any evaluating staff member regarding the circumstances leading to the involuntary detention (NMSA § 43-1-10; NMSA § 32A-6A-19).

410.8 CRIMINAL OFFENSES

Officers investigating an individual who is suspected of committing a minor criminal offense and who is being taken into custody through a civil commitment should resolve the criminal matter by issuing a warning or a citation, as appropriate.

When an individual who may qualify for a civil commitment has committed a serious criminal offense that would normally result in an arrest and transfer to a jail facility, the officer should:

(a) Arrest the individual when there is probable cause to do so.

(b) Notify the appropriate supervisor of the facts supporting the arrest and the facts that would support the detention.

(c) Facilitate the individual's transfer to jail.

(d) Thoroughly document in the related reports the circumstances that indicate the individual may qualify for a civil commitment.

In the supervisor's judgment, the individual may instead be transported to the appropriate mental health facility. The supervisor should consider the seriousness of the offense, the treatment options available, the ability of this department to regain custody of the individual, department resources (e.g., posting a guard), and other relevant factors in making this decision.

410.9 FIREARMS AND OTHER WEAPONS

Whenever a person is taken into custody for a civil commitment, the handling officers should seek to determine if the person owns or has access to any firearm or other deadly weapon. Officers should consider whether it is appropriate and consistent with current search and seizure law under the circumstances to seize any such firearms or other dangerous weapons (e.g., safekeeping, evidence, consent).

Officers are cautioned that a search warrant may be needed before entering a residence or other place to search, unless lawful warrantless entry has already been made (e.g., exigent circumstances, consent). A warrant may also be needed before searching for or seizing weapons.

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The handling officer should further advise the person of the procedure for the return of any firearm or other weapon that has been taken into custody.

410.10 TRAINING

This department will endeavor to provide department-approved training on interaction with persons with a mental disability, civil commitments, and crisis intervention.

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Citation Releases

411.1 PURPOSE AND SCOPE

The purpose of this policy is to provide members of the Truth or Consequences Police Department with guidance on when to release adults who are suspected offenders on a citation for a criminal offense, rather than having the person held in custody for a court appearance or released on bail.

Additional release restrictions may apply to those detained for domestic violence, as outlined in the Domestic Abuse Policy.

411.2 POLICY

The Truth or Consequences Police Department will consider its resources and its mission of protecting the community when exercising any discretion to release suspected offenders on a citation, when authorized to do so.

411.3 RELEASE

A suspected offender shall be released on issuance of a citation when arrested without a warrant as follows:

(a) For a penalty assessment or other misdemeanor violation of the Motor Vehicle Code or other law relating to motor vehicles using the paper or electronic form of the uniform traffic citation (NMSA § 66-8-117; NMSA § 66-8-123; NMSA § 66-8-130).

(b) For a penalty assessment misdemeanor under the Criminal Code using the paper or electronic form of the uniform non-traffic citation (NMSA § 31-19A-1).

The officer shall complete the citation's information section and designate either:

- The penalty assessment notice if the offense is a penalty assessment misdemeanor and the person elects to pay the penalty assessment.
- The notice to appear in court if the person elects not to pay the penalty assessment or if the offense is a misdemeanor other than a penalty assessment misdemeanor.

The officer shall have the person sign the citation promising either to pay the penalty assessment or to appear in court as specified. The officer shall provide the person with a copy of citation and, if applicable, an addressed business reply envelope for the person to pay the penalty assessment (NMSA § 31-19A-1; NMSA § 66-8-123).

411.3.1 DISCRETIONARY RELEASE

A suspected offender may be released on issuance of a citation when arrested without a warrant as follows:

(a) For a misdemeanor violation of the Motor Carrier Act, the Criminal Code, the Liquor Control Act, or other New Mexico law (NMSA § 66-8-123).

(b) For a petty misdemeanor violation or any offense under NMSA Chapter 17 (Game and Fish and Outdoor Recreation) (NMSA § 31-1-6).

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The officer shall explain the person's rights not to sign a citation, the effect of both signing and not signing the citation, and the effect of failing to appear at the time and place noted on the citation (NMSA § 31-1-6).

The officer shall obtain the person's signature promising to appear at the time and place on the citation and shall give a copy of the citation to the offender (NMSA § 31-1-6).

411.4 PROHIBITIONS

The release of a suspected offender on a citation is not permitted when arrested for any violation of the Motor Vehicle Code or other law relating to motor vehicles punishable as a misdemeanor when (NMSA § 66-8-122):

(a) The person requests immediate appearance before a magistrate.

(b) The person is charged with driving while under the influence of intoxicating liquor or narcotic drugs.

(c) The person is charged with failure to stop in the event of an accident causing death, personal injuries, or damage to property.

(d) The person is charged with reckless driving.

(e) The arresting officer has good cause to believe the person arrested has committed a felony.

(f) The person refuses to give his written promise to appear in court or acknowledge receipt of a warning notice.

(g) The person is charged with driving when his privilege to do so was suspended or revoked pursuant to NMSA § 66-8-111 or a conviction for driving while under the influence of intoxicating liquor or drugs.

See the Domestic Abuse Policy for release restrictions related to those investigations.

411.5 CONSIDERATIONS

In determining whether to cite and release a person when discretion is permitted, officers should consider:

(a) The type of offense committed.

(b) The known criminal history of the suspected offender.

(c) The ability to identify the suspected offender with reasonable certainty.

(d) Whether there is any record of the individual failing to appear in previous cases or other articulable indications that the individual may not appear in court for this offense.

(e) The individual's ties to the area, such as residence, employment, or family.

(f) Whether there is reasonable likelihood that criminal conduct by the individual will continue.

(g) Whether committing the person to jail rather than issuing a citation is reasonable under the circumstances in accordance with Article II, Section 10 of the New Mexico Constitution.

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411.6 LEGISLATIVE PRIVILEGE

Members of the Legislature shall not be subject to arrest going to, during, or returning from their attendance at the session of their respective houses except for any felony, treason, or breach of the peace (New Mexico Constitution Article IV § 13). For all other offenses, these persons may be issued a citation as specified within this policy.

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Foreign Diplomatic and Consular Representatives

412.1 PURPOSE AND SCOPE

This policy provides guidelines to ensure that members of the Truth or Consequences Police Department extend appropriate privileges and immunities to foreign diplomatic and consular representatives in accordance with international law.

412.2 POLICY

The Truth or Consequences Police Department respects international laws related to the special privileges and immunities afforded foreign diplomatic and consular representatives assigned to the United States.

All foreign diplomatic and consular representatives shall be treated with respect and courtesy, regardless of any privileges or immunities afforded them.

412.3 CLAIMS OF IMMUNITY

If a member comes into contact with a person where law enforcement action may be warranted and the person claims diplomatic or consular privileges and immunities, the member should, without delay:

(a) Notify a supervisor.

(b) Advise the person that their claim will be investigated and they may be released in accordance with the law upon confirmation of the person's status.

(c) Request the person's identification card, either issued by the U.S. Department of State (DOS), Office of the Chief of Protocol or, in the case of persons accredited to the United Nations, by the U.S. Mission to the United Nations. These are the only reliable documents for purposes of determining privileges and immunities.

(d) Contact the DOS Diplomatic Security Command Center at 571–345–3146 or toll-free at 866–217–2089, or at another current telephone number, and inform the center of the circumstances.

(e) Verify the immunity status with DOS and follow any instructions regarding further detention, arrest, prosecution, and/or release, as indicated by the DOS representative. This may require immediate release, even if a crime has been committed.

Identity or immunity status should not be presumed from the type of license plates displayed on a vehicle. If there is a question as to the status or the legitimate possession of a Diplomat or Consul license plate, a query should be run via the National Law Enforcement Telecommunications System (NLETS), designating "US" as the state.

412.4 ENFORCEMENT ACTION

If the DOS is not immediately available for consultation regarding law enforcement action, members shall be aware of the following:

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(a) Generally, all persons with diplomatic and consular privileges and immunities may be issued a citation or notice to appear. However, the person may not be compelled to sign the citation.

(b) All persons, even those with a valid privilege or immunity, may be reasonably restrained in exigent circumstances for purposes of self-defense, public safety, or the prevention of serious criminal acts.

(c) An impaired foreign diplomatic or consular representative may be prevented from driving a vehicle, even if the person may not be arrested due to privileges and immunities.

1. Investigations, including the request for field sobriety tests, chemical tests, and any other tests regarding impaired driving, may proceed, but they shall not be compelled.

(d) The following persons may not be detained or arrested, and any property or vehicle owned by these persons may not be searched or seized:

1. Diplomatic-level staff of missions to international organizations and recognized family members
2. Diplomatic agents and recognized family members
3. Members of administrative and technical staff of a diplomatic mission and recognized family members
4. Career consular officers, unless the person is the subject of a felony warrant

(e) The following persons may generally be detained and arrested:

1. International organization staff; however, some senior officers are entitled to the same treatment as diplomatic agents
2. Support staff of missions to international organizations
3. Diplomatic service staff and consular employees; however, special bilateral agreements may exclude employees of certain foreign countries
4. Honorary consular officers

412.5 DOCUMENTATION

All contacts with persons who have claimed privileges and immunities afforded foreign diplomatic and consular representatives should be thoroughly documented and the related reports forwarded to DOS.

412.6 DIPLOMATIC IMMUNITY

Reference table on diplomatic immunity:

Category	Arrested or Detained	Enter Residence Subject to Ordinary Procedures	Issued Traffic Citation	Subpoenaed as Witness	Prosecuted	Recognized Family Members

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Diplomatic Agent	No (note (b))	No	Yes	No	No	Same as sponsor (full immunity & inviolability)
Member of Admin and Tech Staff	No (note (b))	No	Yes	No	No	Same as sponsor (full immunity & inviolability)
Service Staff	Yes (note (a))	Yes	Yes	Yes	No for official acts Yes otherwise (note (a))	No immunity or inviolability (note (a))
Career Consul Officer	Yes if for a felony and pursuant to a warrant (note (a))	Yes (note (d))	Yes	No for official acts Testimony may not be compelled in any case	No for official acts Yes otherwise (note (a))	No immunity or inviolability
Honorable Consul	Yes	Yes	Yes	No for official acts Yes otherwise	No for official acts Yes otherwise	No immunity or inviolability
Consulate Employees	Yes (note (a))	Yes	Yes	No for official acts Yes otherwise	No for official acts Yes otherwise (note (a))	No immunity or inviolability (note (a))
Int'l Org Staff (note (b))	Yes (note (c))	Yes (note (c))	Yes	Yes (note (c))	No for official acts Yes otherwise (note (c))	No immunity or inviolability
Diplomatic-Level Staff of Missions to Int'l Org	No (note (b))	No	Yes	No	No	Same as sponsor (full immunity and inviolability)
Support Staff of Missions to Int'l Orgs	Yes	Yes	Yes	Yes	No for official acts Yes otherwise	No immunity or inviolability

Notes for diplomatic immunity table:

(a) This table represents general rules. The employees of certain foreign countries may enjoy higher levels of privileges and immunities on the basis of special bilateral agreements.

(b) Reasonable constraints, however, may be applied in emergency circumstances involving self-defense, public safety, or the prevention of serious criminal acts.

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(c) A small number of senior officers are entitled to be treated identically to diplomatic agents.

(d) Note that consul residences are sometimes located within the official consular premises. In such cases, only the official office space is protected from police entry.

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Rapid Response and Deployment

413.1 PURPOSE AND SCOPE

Violence that is committed in schools, workplaces, and other locations by individuals or a group of individuals who are determined to target and kill persons and to create mass casualties presents a difficult situation for law enforcement. The purpose of this policy is to identify guidelines and factors that will assist officers in situations that call for rapid response and deployment.

413.2 POLICY

The Truth or Consequences Police Department will endeavor to plan for rapid response to crisis situations, and to coordinate response planning with other emergency services as well as with those who are responsible for operating sites that may be the target of a critical incident.

Nothing in this policy shall preclude the use of reasonable force, deadly or otherwise, by members of the Department in protecting themselves or others from death or serious injury.

413.3 CONSIDERATIONS

When dealing with a crisis situation members should:

(a) Assess the immediate situation and take reasonable steps to maintain operative control of the incident.

(b) Obtain, explore, and analyze sources of intelligence and known information regarding the circumstances, location, and suspect involved in the incident.

(c) Attempt to attain a tactical advantage over the suspect by reducing, preventing, or eliminating any known or perceived threat.

(d) Attempt, if feasible and based upon the suspect's actions and danger to others, a negotiated surrender of the suspect and release of the hostages.

413.4 FIRST RESPONSE

If there is a reasonable belief that acts or threats by a suspect are placing lives in imminent danger, first responding officers should consider reasonable options to reduce, prevent, or eliminate the threat. Officers must decide, often under a multitude of difficult and rapidly evolving circumstances, whether to advance on the suspect, take other actions to deal with the threat, or wait for additional resources.

If a suspect is actively engaged in the infliction of serious bodily harm or other life-threatening activity toward others, officers should take immediate action, if reasonably practicable, while requesting additional assistance.

Officers should remain aware of the possibility that an incident may be part of a coordinated multi-location attack that may require some capacity to respond to incidents at other locations.

When deciding on a course of action officers should consider:

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(a) Whether to advance on or engage a suspect who is still a possible or perceived threat to others. Any advancement or engagement should be based on information known or received at the time.

(b) Whether to wait for additional resources or personnel. This does not preclude an individual officer from taking immediate action.

(c) Whether individuals who are under imminent threat can be moved or evacuated with reasonable safety.

(d) Whether the suspect can be contained or denied access to victims.

(e) Whether the officers have the ability to effectively communicate with other personnel or resources.

(f) Whether planned tactics can be effectively deployed.

(g) The availability of rifles, shotguns, shields, breaching tools, control devices, and any other appropriate tools, and whether the deployment of these tools will provide a tactical advantage.

In the case of a barricaded or trapped suspect, with no hostages and no immediate threat to others, officers should consider covering escape routes and evacuating persons as appropriate, while summoning and waiting for additional assistance (e.g., special tactics and/or hostage negotiation team response).

413.5 PLANNING

The Chief of Police or the authorized designee should coordinate critical incident planning. Planning efforts should consider:

(a) Identification of likely critical incident target sites, such as schools, shopping centers, entertainment venues, and sporting event venues.

(b) Availability of building plans and venue schematics of likely critical incident target sites.

(c) Communications interoperability with other law enforcement and emergency service agencies.

(d) Training opportunities in critical incident target sites, including joint training with site occupants.

(e) Evacuation routes in critical incident target sites.

(f) Patrol first-response training.

(g) Response coordination and resources of emergency medical and fire services.

(h) Equipment needs.

(i) Mutual aid agreements with other agencies.

(j) Coordination with private security providers in critical incident target sites.

413.6 TRAINING

The Training Manager should include rapid response to critical incidents in the training plan. This training should address:

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(a) Orientation to likely critical incident target sites, such as schools, shopping centers, entertainment venues, and sporting event venues.

(b) Communications interoperability with other law enforcement and emergency service agencies.

(c) Patrol first-response training, including patrol rifle, shotgun, breaching tool, and control device training.

(d) First aid, including gunshot trauma.

(e) Reality-based scenario training (e.g., active shooter, disgruntled violent worker).

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Immigration Violations

414.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines to members of the Truth or Consequences Police Department relating to immigration and interacting with federal immigration officials.

414.2 POLICY

It is the policy of the Truth or Consequences Police Department that all members make personal and professional commitments to equal enforcement of the law and equal service to the public. Confidence in this commitment will increase the effectiveness of this department in protecting and serving the entire community and recognizing the dignity of all persons, regardless of their national origin or immigration status.

414.3 VICTIMS AND WITNESSES

To encourage crime reporting and cooperation in the investigation of criminal activity, all individuals, regardless of their immigration status, must feel secure that contacting or being addressed by members of law enforcement will not automatically lead to immigration inquiry and/or deportation. While it may be necessary to determine the identity of a victim or witness, members shall treat all individuals equally and not in any way that would violate the United States or New Mexico constitutions.

414.4 DETENTIONS

An officer should not detain any individual, for any length of time, for a civil violation of federal immigration laws or a related civil warrant.

An officer who has a reasonable suspicion that an individual already lawfully contacted or detained has committed a criminal violation of federal immigration law may detain the person for a reasonable period of time in order to contact federal immigration officials to verify whether an immigration violation is a federal civil violation or a criminal violation. If the violation is a criminal violation, the officer may continue to detain the person for a reasonable period of time if requested by federal immigration officials (8 USC § 1357(g)(10)). No individual who is otherwise ready to be released should continue to be detained only because questions about the individual's status are unresolved.

If the officer has facts that establish probable cause to believe that a person already lawfully detained has committed a criminal immigration offense, the officer may continue the detention and may request a federal immigration official to respond to the location to take custody of the detained person (8 USC § 1357(g)(10)).

An officer is encouraged to forgo detentions made solely on the basis of a misdemeanor offense when time limitations, availability of personnel, issues of officer safety, communication capabilities, or the potential to obstruct a separate investigation outweigh the need for the detention.

An officer should notify a supervisor as soon as practicable whenever an individual is being detained for a criminal immigration violation.

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414.4.1 SUPERVISOR RESPONSIBILITIES

When notified that an officer has detained an individual and established reasonable suspicion or probable cause to believe the person has violated a criminal immigration offense, the supervisor should determine whether it is appropriate to:

(a) Transfer the person to federal authorities.

(b) Lawfully arrest the person for a criminal offense or pursuant to a judicial warrant (see the Law Enforcement Authority Policy).

414.5 ARREST NOTIFICATION TO IMMIGRATION AND CUSTOMS ENFORCEMENT

Generally, an officer should not notify federal immigration officials when booking arrestees at a jail facility. Any required notification will be handled according to jail operation procedures. No individual who is otherwise ready to be released should continue to be detained solely for the purpose of notification.

414.6 FEDERAL REQUESTS FOR ASSISTANCE

Requests by federal immigration officials for assistance from this department should be directed to a supervisor. The Department may provide available support services, such as traffic control or peacekeeping efforts.

414.7 INFORMATION SHARING

No member of this department will prohibit, or in any way restrict, any other member from doing any of the following regarding the citizenship or immigration status, lawful or unlawful, of any individual (8 USC § 1373):

(a) Sending information to, or requesting or receiving such information from federal immigration officials.

(b) Maintaining such information in department records.

(c) Exchanging such information with any other federal, state, or local government entity.

414.7.1 IMMIGRATION DETAINERS

No individual should be held based solely on a federal immigration detainer under 8 CFR 287.7 unless the person has been charged with a federal crime or the detainer is accompanied by a warrant, affidavit of probable cause, or removal order. Notification to the federal authority issuing the detainer should be made prior to the release.

414.8 U VISA AND T VISA NONIMMIGRANT STATUS

Under certain circumstances, federal law allows temporary immigration benefits, known as a U visa, to victims and witnesses of certain qualifying crimes (8 USC § 1101(a)(15)(U)).

Similar immigration protection, known as a T visa, is available for certain qualifying victims of human trafficking (8 USC § 1101(a)(15)(T)).

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Any request for assistance in applying for U visa or T visa status should be forwarded in a timely manner to the supervisor assigned to oversee the handling of any related case. The supervisor should:

(a) Consult with the assigned investigator to determine the current status of any related case and whether further documentation is warranted.

(b) Contact the appropriate prosecutor assigned to the case, if applicable, to ensure the certification or declaration has not already been completed and whether a certification or declaration is warranted.

(c) Address the request and complete the certification or declaration, if appropriate, in a timely manner.

    1. The instructions for completing certification and declaration forms can be found on the U.S. Department of Homeland Security (DHS) website.

(d) Ensure that any decision to complete, or not complete, a certification or declaration form is documented in the case file and forwarded to the appropriate prosecutor. Include a copy of any completed form in the case file.

414.9 TRAINING

The Training Manager should ensure officers receive immigration training on this policy.

Training should include:

(a) Identifying civil versus criminal immigration violations.

(b) Factors that may be considered in determining whether a criminal immigration offense has been committed.

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Utility Service Emergencies

415.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for addressing City utility service emergencies. This policy will address calls for service that are directed to the Police Department.

415.2 POLICY

It is the policy of the Truth or Consequences Police Department to appropriately respond to City emergency utility service requests received by this department.

415.3 UTILITY SERVICE EMERGENCY

A current contact list of City personnel to be notified in the event of a utility service emergency should be available in SCRDA.

415.3.1 WATER LINES

The City's responsibility for water lines ends at the water meter; any break or malfunction in the water system from the water meter to a residence or business is the responsibility of the customer.

If a water line break occurs on the City side of the water meter, public works personnel should be notified as soon as practicable.

415.3.2 ELECTRICAL LINES

When a power line poses a hazard, a member of this department should be dispatched to the reported location to protect against personal injury or property damage that might be caused by the power line. The fire department, electric company, and/or the public works department should be promptly notified, as appropriate.

415.3.3 RESERVOIRS, PUMPS, WELLS

In the event of flooding or equipment malfunctions involving City reservoirs, pumps, or wells, the public works department should be contacted as soon as practicable.

415.3.4 NATURAL GAS LINES

All reports of a possible leak of natural gas or damage to a natural gas line shall promptly be referred to the fire department and the local entity responsible for gas lines. A member of this department should be dispatched to the reported location if it appears that assistance such as traffic control or evacuation is needed.

415.3.5 TRAFFIC SIGNALS

A member of this department should be dispatched upon report of a damaged or malfunctioning traffic signal in order to protect against personal injury or property damage that might occur as the result of the damaged or malfunctioning signal. The member will advise SCRDA of the problem with the traffic signal. The dispatcher should make the necessary notification to the appropriate traffic signal maintenance agency as soon as practicable.

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Utility Service Emergencies

A decision to place a signal on flash should include a consultation with the appropriate traffic signal maintenance agency, unless exigent circumstances exist.

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Aircraft Accidents

416.1 PURPOSE AND SCOPE

The purpose of this policy is to provide department members with guidelines for handling aircraft accidents.

This policy does not supersede, and is supplementary to, applicable portions of the Crime and Disaster Scene Integrity, Emergency Operations Plan, and Hazardous Material Response policies.

416.1.1 DEFINITIONS

Definitions related to this policy include:

Aircraft - Any fixed wing aircraft, rotorcraft, balloon, blimp/dirigible, or glider that is capable of carrying a person or any unmanned aerial vehicle other than those intended for non-commercial recreational use.

416.2 POLICY

It is the policy of the Truth or Consequences Police Department to provide an appropriate emergency response to aircraft accidents. This includes emergency medical care and scene management.

416.3 ARRIVAL AT SCENE

Officers or other authorized members tasked with initial scene management should establish an inner and outer perimeter to:

(a) Protect persons and property.

(b) Prevent any disturbance or further damage to the wreckage or debris, except to preserve life or rescue the injured.

(c) Preserve ground scars and marks made by the aircraft.

(d) Manage the admission and access of public safety and medical personnel to the extent necessary to preserve life or to stabilize hazardous materials.

(e) Maintain a record of persons who enter the accident site.

(f) Consider implementation of an Incident Command System.

416.4 INJURIES AND CASUALTIES

Members should address emergency medical issues and provide care as a first priority.

Those tasked with the supervision of the scene should coordinate with the National Transportation Safety Board (NTSB) before the removal of bodies. If that is not possible, the scene supervisor should ensure documentation of what was disturbed, including switch/control positions and instrument/gauge readings.

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416.5 NOTIFICATIONS

When an aircraft accident is reported to this department, the responding supervisor shall ensure notification is or has been made to NTSB, the Federal Aviation Administration (FAA), and when applicable, the appropriate branch of the military.

Supervisors shall ensure other notifications are made once an aircraft accident has been reported. The notifications will vary depending on the type of accident, extent of injuries or damage, and the type of aircraft involved. When an aircraft accident has occurred, it is generally necessary to notify the following:

(a) Fire department

(b) Appropriate airport tower

(c) Emergency medical services (EMS)

416.6 CONTROLLING ACCESS AND SCENE AUTHORITY

Prior to NTSB arrival, scene access should be limited to authorized personnel from the:

(a) FAA.

(b) Fire department, EMS, or other assisting law enforcement agencies.

(c) Office of Medical Investigator (OMI).

(d) Air Carrier/Operators investigative teams with NTSB approval.

(e) Appropriate branch of the military, when applicable.

(f) Other emergency services agencies (e.g., hazardous materials teams, biohazard decontamination teams, fuel recovery specialists, explosive ordnance disposal specialists).

The NTSB has primary responsibility for investigating accidents involving civil aircraft. In the case of a military aircraft accident, the appropriate branch of the military will have primary investigation responsibility.

After the NTSB or military representative arrives on-scene, the efforts of this department will shift to a support role for those agencies.

If NTSB or a military representative determines that an aircraft or accident does not qualify under its jurisdiction, the on-scene department supervisor should ensure the accident is still appropriately investigated and documented.

416.7 DANGEROUS MATERIALS

Members should be aware of potentially dangerous materials that might be present. These may include but are not limited to:

- Fuel, chemicals, explosives, biological or radioactive materials, and bombs or other ordnance.
- Pressure vessels, compressed gas bottles, accumulators, and tires.
- Fluids, batteries, flares, and igniters.

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- Evacuation chutes, ballistic parachute systems, and composite materials.

416.8 DOCUMENTATION

All aircraft accidents occurring within the City of Truth or Consequences shall be documented. At a minimum the documentation should include the date, time, and location of the incident; any witness statements, if taken; the names of TCPD members deployed to assist; other City resources that were utilized; and cross reference information to other investigating agencies. Suspected criminal activity should be documented on the appropriate crime report.

416.8.1 WRECKAGE

When reasonably safe, members should:

(a) Obtain the aircraft registration number (N number) and note the type of aircraft.

(b) Attempt to ascertain the number of casualties.

(c) Obtain photographs or video of the overall wreckage, including the cockpit and damage, starting at the initial point of impact, if possible, and any ground scars or marks made by the aircraft.

1. Military aircraft may contain classified equipment and therefore shall not be photographed unless authorized by a military commanding officer (18 USC § 795).

(d) Secure, if requested by the lead authority, any electronic data or video recorders from the aircraft that became dislodged, or cell phones or other recording devices that are part of the wreckage.

(e) Acquire copies of any recordings from security cameras that may have captured the incident.

416.8.2 WITNESSES

Members tasked with contacting witnesses should obtain:

(a) The location of the witness at the time of their observation relative to the accident site.

(b) A detailed description of what was observed or heard.

(c) Any photographs or recordings of the accident witnesses may be willing to voluntarily surrender.

(d) The names of all persons reporting the accident, even if not yet interviewed.

(e) Any audio recordings of reports to 9-1-1 regarding the accident and dispatch records.

416.9 MEDIA RELATIONS

The Public Information Officer (PIO) should coordinate a response to the media, including access issues, road closures, detours, and any safety information that is pertinent to the surrounding community. Any release of information regarding details of the accident itself should be coordinated with the NTSB or other authority who may have assumed responsibility for the investigation.

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Aircraft Accidents

Depending on the type of aircraft, the airline or the military may be responsible for family notifications and the release of victims' names. The PIO should coordinate with other involved entities before the release of information.

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Field Training

417.1 PURPOSE AND SCOPE

This policy provides guidelines for field training that ensure standardized training and evaluation; facilitate the transition from the academic setting to the actual performance of general law enforcement duties; and introduce the policies, procedures, and operations of the Truth or Consequences Police Department. The policy addresses the administration of field training and the selection, supervision, training, and responsibilities of the Field Training Officer (FTO).

417.2 POLICY

It is the policy of the Truth or Consequences Police Department that all newly hired or appointed officer trainees will participate in field training that is staffed and supervised by trained and qualified FTOs.

417.3 FIELD TRAINING

The Department shall establish minimum standards for field training, which should be of sufficient duration to prepare officer trainees for law enforcement duties and be in compliance with New Mexico Law Enforcement Academy (NMLEA) requirements. The field training is designed to prepare trainees for a patrol assignment and ensure they acquire the skills needed to operate in a safe, productive, and professional manner, in accordance with the general law enforcement duties of this department.

To the extent practicable, field training should include procedures for:

(a) Issuance of training materials to each trainee at the beginning of their field training.

(b) Daily, weekly, and monthly evaluation and documentation of the trainee's performance.

(c) A multiphase structure that includes:

1. A formal evaluation progress report completed by the FTOs involved with the trainee and submitted to the Training Manager and FTO coordinator.
2. Assignment of the trainee to a variety of shifts and geographical areas.
3. Assignment of the trainee to a rotation of FTOs in order to provide for an objective evaluation of the trainee's performance.

(d) The trainee's confidential evaluation of their assigned FTOs and the field training process.

(e) Retention of all field training documentation in the officer trainee's training file including:

1. All performance evaluations.
2. A certificate of completion certifying that the trainee has successfully completed the required number of field training hours.

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417.4 FTO COORDINATOR

The responsibilities of the FTO coordinator are assumed by the Chief of Police or designated to a department member who reports directly to the Chief of Police.

The FTO coordinator may appoint a senior FTO or other designee to assist in the coordination of FTOs and their activities.

The responsibilities of the coordinator include but are not limited to:

(a) Assignment of trainees to FTOs.

(b) Conducting FTO meetings.

(c) Maintaining and ensuring FTO and trainee performance evaluations are completed.

(d) Maintaining, updating, and issuing department training materials to each FTO and trainee.

(e) Developing ongoing training for FTOs.

(f) Mentoring and supervising individual FTO performance.

(g) Monitoring the overall performance of field training.

(h) Keeping the Chief of Police informed through monthly evaluation reports about the trainees' progress.

(i) Maintaining a liaison with FTO coordinators from other law enforcement agencies.

(j) Maintaining a liaison with police academy staff on recruit officer performance during academy attendance.

(k) Performing other activities as may be directed by the Chief of Police.

The FTO coordinator will be required to successfully complete a training course approved by this department that is applicable to supervision of field training within one year of appointment to this position.

417.5 FTO SELECTION, TRAINING, AND RESPONSIBILITIES

417.5.1 SELECTION PROCESS

The selection of an FTO will be at the discretion of the Chief of Police or the authorized designee. Selection will be based on the officer's:

(a) Desire to be an FTO.

(b) Experience, which shall include a minimum of four years of patrol experience, two of which shall be with this department.

(c) Demonstrated ability as a positive role model.

(d) Successful completion of an internal oral interview process.

(e) Evaluation by supervisors and current FTOs.

(f) Possession of, or ability to obtain, department-approved certification.

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An FTO must remain in good standing and may be relieved from FTO duties due to discipline, inappropriate conduct, or poor performance.

417.5.2 TRAINING

An officer selected as an FTO shall successfully complete the required NMLEA certified (40-hour) FTO course prior to being assigned as an FTO (10.29.4.10 NMAC).

All FTOs must complete an FTO update course approved by this department every three years while assigned to the position of FTO.

417.5.3 TRAINING MATERIALS

The FTO shall receive training materials outlining the requirements, expectations, and objectives of the FTO position. FTOs should refer to their training materials or the FTO coordinator regarding specific questions related to FTO or field training.

417.5.4 RESPONSIBILITIES

The responsibilities of the FTO include, but are not limited to:

(a) Issuing their assigned trainee field training materials in accordance with the Training Policy.

1. The FTO shall ensure that the trainee has the opportunity to become knowledgeable of the subject matter and proficient with the skills as set forth in the training materials.
2. The FTO shall sign off on all completed topics contained in the training materials, noting the methods of learning and evaluating the performance of their assigned trainee.

(b) Completing and reviewing daily performance evaluations with the trainee.

(c) Completing and submitting a written evaluation on the performance of their assigned trainee to the FTO coordinator on a daily basis.

(d) Completing a detailed weekly performance evaluation of their assigned trainee at the end of each week.

(e) Completing a monthly evaluation report of their assigned trainee at the end of each month.

(f) Providing the shift supervisor with a verbal synopsis of the trainee's activities at the end of each day or during any unusual occurrence needing guidance or clarification.

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Contacts and Temporary Detentions

418.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for temporarily detaining but not arresting persons in the field, conducting field interviews (FI) and pat-down searches, and the taking and disposition of photographs.

418.1.1 DEFINITIONS

Definitions related to this policy include:

Consensual encounter - When an officer contacts an individual but does not create a detention through words, actions, or other means. In other words, a reasonable individual would believe that their contact with the officer is voluntary.

Field interview (FI) - The brief detainment of an individual, whether on foot or in a vehicle, based on reasonable suspicion for the purpose of determining the individual's identity and resolving the officer's suspicions.

Field photographs - Posed photographs taken of a person during a contact, temporary detention, or arrest in the field. Undercover surveillance photographs of an individual and recordings captured by the normal operation of a Mobile Audio/Video (MAV) system, body-worn camera, or public safety camera when persons are not posed for the purpose of photographing are not considered field photographs.

Pat-down search - A type of search used by officers in the field to check an individual for dangerous weapons. It involves a thorough patting-down of clothing to locate any weapons or dangerous items that could pose a danger to the officer, the detainee, or others.

Reasonable suspicion - When, under the totality of the circumstances, an officer has articulable facts that criminal activity may be afoot and a particular person is connected with that possible criminal activity.

Temporary detention - When an officer intentionally, through words, actions, or physical force, causes an individual to reasonably believe they are required to restrict their movement without an actual arrest. Temporary detentions also occur when an officer actually restrains a person's freedom of movement.

418.2 POLICY

The Truth or Consequences Police Department respects the right of the public to be free from unreasonable searches or seizures. Due to an unlimited variety of situations confronting the officer, the decision to temporarily detain a person and complete an FI, pat-down search, or field photograph shall be left to the officer based on the totality of the circumstances, officer safety considerations, and constitutional safeguards.

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418.3 FIELD INTERVIEWS

Based on observance of suspicious circumstances or upon information from investigation, an officer may initiate the stop of a person, and conduct an FI, when there is articulable, reasonable suspicion to do so. A person, however, shall not be detained longer than is reasonably necessary to resolve the officer's suspicion.

Nothing in this policy is intended to discourage consensual contacts. Frequent casual contact with consenting individuals is encouraged by the Truth or Consequences Police Department to strengthen community involvement, community awareness, and problem identification.

418.3.1 INITIATING A FIELD INTERVIEW

When initiating the stop, the officer should be able to point to specific facts which, when considered with the totality of the circumstances, reasonably warrant the stop. Such facts include but are not limited to an individual's:

(a) Appearance or demeanor suggesting that they are part of a criminal enterprise or are engaged in a criminal act.

(b) Actions suggesting that they are engaged in a criminal activity.

(c) Presence in an area at an inappropriate hour of the day or night.

(d) Presence in a particular area is suspicious.

(e) Carrying of suspicious objects or items.

(f) Excessive clothes for the climate or clothes bulging in a manner that suggest they are carrying a dangerous weapon.

(g) Location in proximate time and place to an alleged crime.

(h) Physical description or clothing worn that matches a suspect in a recent crime.

(i) Prior criminal record or involvement in criminal activity as known by the officer.

418.4 PAT-DOWN SEARCHES

Once a valid stop has been made, and consistent with the officer's training and experience, an officer may pat a suspect's outer clothing for weapons if the officer has a reasonable, articulable suspicion the suspect may pose a safety risk. The purpose of this limited search is not to discover evidence of a crime, but to allow the officer to pursue the investigation without fear of violence. Circumstances that may establish justification for performing a pat-down search include but are not limited to:

(a) The type of crime suspected, particularly in crimes of violence where the use or threat of weapons is involved.

(b) Where more than one suspect must be handled by a single officer.

(c) The hour of the day and the location or area where the stop takes place.

(d) Prior knowledge of the suspect's use of force and/or propensity to carry weapons.

(e) The actions and demeanor of the suspect.

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(f) Visual indications that suggest that the suspect is carrying a firearm or other dangerous weapon.

Whenever practicable, a pat-down search should not be conducted by a lone officer. A cover officer should be positioned to ensure safety and should not be involved in the search.

418.5 FIELD PHOTOGRAPHS

All available databases should be searched before photographing any field detainee. If a photograph is not located, or if an existing photograph no longer resembles the detainee, the officer shall carefully consider, among other things, the factors listed below.

418.5.1 FIELD PHOTOGRAPHS TAKEN WITH CONSENT

Field photographs may be taken when the subject being photographed knowingly and voluntarily gives consent. When taking a consensual photograph, the officer should have the individual read and sign the appropriate form accompanying the photograph.

418.5.2 FIELD PHOTOGRAPHS TAKEN WITHOUT CONSENT

Field photographs may be taken without consent only if they are taken during a detention that is based upon reasonable suspicion of criminal activity, and the photograph serves a legitimate law enforcement purpose related to the detention. The officer must be able to articulate facts that reasonably indicate that the subject was involved in or was about to become involved in criminal conduct. The subject should not be ordered to remove or lift any clothing for the purpose of taking a photograph.

If, prior to taking a photograph, the officer's reasonable suspicion of criminal activity has been dispelled, the detention must cease and the photograph should not be taken.

All field photographs and related reports shall be submitted to a supervisor and retained in compliance with this policy.

418.5.3 DISPOSITION OF PHOTOGRAPHS

All detainee photographs must be adequately labeled and submitted to a supervisor with either an associated FI card or other documentation explaining the nature of the contact. If an individual is photographed as a suspect in a particular crime, the photograph should be submitted as an evidence item in the related case, following standard evidence procedures.

If a photograph is not associated with an investigation where a case number has been issued, the supervisor should review and forward the photograph to one of the following locations:

(a) If the photograph and associated FI or documentation is relevant to criminal organization/enterprise enforcement, the supervisor will forward the photograph and documents to the designated criminal intelligence system supervisor. The supervisor will ensure the photograph and supporting documents are retained as prescribed in the Criminal Organizations Policy.

(b) Photographs that do not qualify for retention in a criminal intelligence system or temporary information file shall be forwarded to the Records Section.

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When a photograph is taken in association with a particular case, the investigator may use such photograph in a photo lineup. Thereafter, the individual photograph should be retained as a part of the case file. All other photographs shall be retained in accordance with the established records retention schedule.

418.5.4 SUPERVISOR RESPONSIBILITIES

While it is recognized that field photographs often become valuable investigative tools, supervisors should monitor such practices in view of the above listed considerations. This is not to imply that supervisor approval is required before each photograph is taken.

Access to, and use of, field photographs shall be strictly limited to law enforcement purposes.

418.6 WITNESS IDENTIFICATION AND INTERVIEWS

Because potential witnesses to an incident may become unavailable or the integrity of their statements compromised with the passage of time, officers should, when warranted by the seriousness of the case, take reasonable steps to promptly coordinate with an on-scene supervisor and/or criminal investigator to utilize available members for the following:

(a) Identifying all persons present at the scene and in the immediate area.

1. When feasible, a recorded statement should be obtained from those who claim not to have witnessed the incident but who were present at the time it occurred.
2. Any potential witness who is unwilling or unable to remain available for a formal interview should not be detained absent reasonable suspicion to detain or probable cause to arrest. Without detaining the individual for the sole purpose of identification, officers should attempt to identify the witness prior to their departure.

(b) Witnesses who are willing to provide a formal interview should be asked to meet at a suitable location where criminal investigators may obtain a recorded statement. Such witnesses, if willing, may be transported by department members.

1. A written, verbal, or recorded statement of consent should be obtained prior to transporting a witness. When the witness is a minor, consent should be obtained from the parent or guardian, if available, prior to transport.

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Criminal Organizations

419.1 PURPOSE AND SCOPE

The purpose of this policy is to ensure that the Truth or Consequences Police Department appropriately utilizes criminal intelligence systems and temporary information files to support investigations of criminal organizations and enterprises.

419.1.1 DEFINITIONS

Definitions related to this policy include:

Criminal intelligence system - Any record system that receives, stores, exchanges, or disseminates information that has been evaluated and determined to be relevant to the identification of a criminal organization or enterprise, its members, or affiliates. This does not include temporary information files.

419.2 POLICY

The Truth or Consequences Police Department recognizes that certain criminal activities, including but not limited to gang crimes and drug trafficking, often involve some degree of regular coordination and may involve a large number of participants over a broad geographical area.

It is the policy of this department to collect and share relevant information while respecting the privacy and legal rights of the public.

419.3 CRIMINAL INTELLIGENCE SYSTEMS

No department member may create, submit to, or obtain information from a criminal intelligence system unless the Chief of Police has approved the system for department use.

Any criminal intelligence system approved for department use should meet or exceed the standards of 28 CFR 23.20.

A designated supervisor will be responsible for maintaining each criminal intelligence system that has been approved for department use. The supervisor or the authorized designee should ensure the following:

(a) Members using any such system are appropriately selected and trained.

(b) Use of every criminal intelligence system is appropriately reviewed and audited.

(c) Any system security issues are reasonably addressed.

419.3.1 SYSTEM ENTRIES

It is the designated supervisor's responsibility to approve the entry of any information from a report, field interview (FI), photo or other relevant document into an authorized criminal intelligence system. If entries are made based upon information that is not on file with this department, such as open or public source documents or documents that are on file at another agency, the designated supervisor should ensure copies of those documents are retained by the Records Section. Any supporting documentation for an entry shall be retained by the Records Section in accordance

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with the established records retention schedule and for at least as long as the entry is maintained in the system.

The designated supervisor should ensure that any documents retained by the Records Section are appropriately marked as intelligence information. The Records Clerk may not purge such documents without the approval of the designated supervisor.

419.4 TEMPORARY INFORMATION FILE

No member may create or keep files on individuals that are separate from the approved criminal intelligence system. However, members may maintain temporary information that is necessary to actively investigate whether a person or group qualifies for entry into the department-approved criminal intelligence system only as provided in this section. Once information qualifies for inclusion, it should be submitted to the supervisor responsible for consideration of criminal intelligence system entries.

419.4.1 FILE CONTENTS

A temporary information file may only contain information and documents that, within one year, will have a reasonable likelihood to meet the criteria for entry into an authorized criminal intelligence system.

Information and documents contained in a temporary information file:

(a) Must only be included upon documented authorization of the responsible department supervisor.

(b) Should not be originals that would ordinarily be retained by the Records Section or Evidence Vault, but should be copies of, or references to, retained documents, such as copies of reports, FI forms, SCRDA records, or booking forms.

(c) Shall not include opinions. No person, organization, or enterprise shall be labeled as being involved in crime beyond what is already in the document or information.

(d) May include information collected from publicly available sources or references to documents on file with another government agency. Attribution to a source should be retained with the information.

419.4.2 FILE REVIEW AND PURGING

The contents of a temporary information file shall not be retained longer than one year. At the end of one year, the contents must be purged.

The designated supervisor shall periodically review the temporary information files to verify that the contents meet the criteria for retention. Validation and purging of files is the responsibility of the supervisor.

419.5 INFORMATION RECOGNITION

Department members should document facts that suggest an individual, organization, or enterprise is involved in criminal activity and should forward that information appropriately. Examples include but are not limited to:

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(a) Gang indicia associated with a person or residence.

(b) Information related to a drug-trafficking operation.

(c) Vandalism indicating an animus for a particular group.

(d) Information related to an illegal gambling operation.

Department supervisors who utilize an authorized criminal intelligence system should work with the Training Manager to train members to identify information that may be particularly relevant for inclusion.

419.6 RELEASE OF INFORMATION

Department members shall comply with the rules of an authorized criminal intelligence system regarding inquiries and release of information.

Information from a temporary information file may only be furnished to department members and other law enforcement agencies on a need-to-know basis and consistent with the Records Maintenance and Release Policy.

When an inquiry is made by the parent or guardian of a juvenile as to whether that juvenile's name is in a temporary information file, such information should be provided by the supervisor responsible for the temporary information file, unless there is good cause to believe that the release of such information might jeopardize an ongoing criminal investigation.

419.7 CRIMINAL STREET GANGS

The Chief of Police should ensure that there are an appropriate number of department members who can:

(a) Testify as experts on matters related to criminal street gangs, and maintain an above-average familiarity with:

1. Unlawful assembly (NMSA § 30-20-3).
2. Conspiracy (NMSA § 30-28-2).
3. Racketeering (NMSA § 30-42-1 et seq.).
4. Graffiti (NMSA § 30-15-1.1).

(b) Coordinate with other agencies in the region regarding criminal street gang-related crimes and information.

(c) Train other members to identify gang indicia and investigate criminal street gang-related crimes.

419.8 TRAINING

The Training Manager should provide training on best practices in the use of each authorized criminal intelligence system to those tasked with investigating criminal organizations and enterprises. Training should include:

(a) The protection of civil liberties.

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(b) Participation in a multi-agency criminal intelligence system.

(c) Submission of information into a multi-agency criminal intelligence system or the receipt of information from such a system, including any governing federal and state rules and statutes.

(d) The type of information appropriate for entry into a criminal intelligence system or temporary information file.

(e) The review and purging of temporary information files.

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Shift Supervisor

420.1 PURPOSE AND SCOPE

This policy provides guidelines for the designation of a shift supervisor and, as needed, an acting shift supervisor for each shift.

420.2 POLICY

Each shift will be directed by a shift supervisor capable of making decisions and managing in a manner consistent with the mission of the Truth or Consequences Police Department. To accomplish this, a shift supervisor shall be designated for each shift.

420.3 DESIGNATION AS ACTING SHIFT SUPERVISOR

With prior authorization from the Chief of Police, generally when a shift supervisor is unavailable for duty, a qualified lower-ranking member shall be designated as acting shift supervisor in accordance with the terms of applicable collective bargaining agreements and the Temporary Supervisors subsection of the Supervision Staffing Levels Policy.

420.4 SHIFT SUPERVISOR RESPONSIBILITIES

The shift supervisor shall have overall responsibility and accountability for the operation of this department on an assigned shift. Duties may include but are not limited to:

(a) Ensuring sufficient members are on-duty to accomplish the mission of the Truth or Consequences Police Department.

(b) Providing command-level oversight of major crime scenes, tactical situations, or disasters.

(c) Establishing service-level priorities.

(d) Providing job-related training and guidance to subordinates.

(e) Acquiring outside resources or providing assistance to other agencies, when applicable.

(f) Handling service inquiries or complaints from the public.

(g) Acting as the Public Information Officer when appropriate.

(h) Managing risk exposure.

(i) Ensuring the security of all department facilities.

(j) Ensuring the proper equipment and vehicles are available for member use.

(k) Representing the Department at community functions.

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Mobile Data Computer Use

421.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the proper access, use, and application of the Mobile Data Computer (MDC) system in order to ensure proper access to confidential records from local, state, and national law enforcement databases, and to ensure effective electronic communications between department members and SCRDA. See the CJIS Access, Maintenance, and Security Policy for additional guidance.

421.2 POLICY

Truth or Consequences Police Department members using the MDC shall comply with all appropriate federal and state rules and regulations and shall use the MDC in a professional manner, in accordance with this policy.

421.3 PRIVACY EXPECTATION

Members forfeit any expectation of privacy with regard to messages accessed, transmitted, received, or reviewed on any department technology system (see the Information Technology Use Policy for additional guidance).

421.4 RESTRICTED ACCESS AND USE

MDC use is subject to the Information Technology Use, Protected Information, and CJIS Access, Maintenance, and Security policies.

Members shall not access the MDC system if they have not received prior authorization and the required training. Members shall immediately report unauthorized access or use of the MDC by another member to their supervisors or XXXwatchCommanderXXXs.

Use of the MDC system to access law enforcement databases or transmit messages is restricted to official activities, business-related tasks, or communications that are directly related to the business, administration, or practices of the Department. In the event that a member has questions about sending a particular message or accessing a particular database, the member should seek prior approval from their supervisor.

Sending derogatory, defamatory, obscene, disrespectful, sexually suggestive, harassing, or any other inappropriate messages on the MDC system is prohibited and may result in discipline.

It is a violation of this policy to transmit a message or access a law enforcement database under another member's name or to use the password of another member to log in to the MDC system unless directed to do so by a supervisor. Members are required to log off the MDC or secure the MDC when it is unattended. This added security measure will minimize the potential for unauthorized access or misuse.

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421.4.1 USE WHILE DRIVING

Use of the MDC by the vehicle operator should be limited to times when the vehicle is stopped. Information that is required for immediate enforcement, investigative, tactical, or safety needs should be transmitted over the radio.

In no case shall an operator attempt to send or review lengthy messages while the vehicle is in motion.

421.5 DOCUMENTATION OF ACTIVITY

Except as otherwise directed by the supervisor or other department-established protocol, all calls for service assigned by a dispatcher should be communicated by voice over the police radio and electronically via the MDC unless security or confidentiality prevents such broadcasting.

MDC and voice transmissions are used to document the member's daily activity. To ensure accuracy:

(a) All contacts or activity shall be documented at the time of the contact.

(b) Whenever the activity or contact is initiated by voice, it should be documented by a dispatcher.

(c) Whenever the activity or contact is not initiated by voice, the member shall document it via the MDC.

421.5.1 STATUS CHANGES

All changes in status (e.g., arrival at scene, meal periods, in service) will be transmitted over the police radio or through the MDC system.

Members responding to in-progress calls should advise changes in status over the radio to assist other members responding to the same incident. Other changes in status can be made on the MDC when the vehicle is not in motion.

421.5.2 EMERGENCY ACTIVATION

If there is an emergency activation and the member does not respond to a request for confirmation of the need for emergency assistance or confirms the need, available resources will be sent to assist in locating the member. If the location is known, the nearest available officer should respond in accordance with the Officer Response to Calls Policy.

Members should ensure a supervisor is notified of the incident without delay.

Officers not responding to the emergency shall refrain from transmitting on the police radio until a no-further-assistance broadcast is made or if they are handling a different emergency.

421.6 EQUIPMENT CONSIDERATIONS

421.6.1 MALFUNCTIONING MDC

Whenever possible, members will not use vehicles with malfunctioning MDCs. Whenever members must drive a vehicle in which the MDC is not working, they shall notify SCRDA. It shall

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be the responsibility of the dispatcher to document all information that will then be transmitted verbally over the police radio.

421.6.2 BOMB CALLS

When investigating reports of possible bombs, members should not communicate on their MDCs when in the evacuation area of a suspected explosive device. Radio frequency emitted by the MDC could cause some devices to detonate.

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Public Recording of Law Enforcement Activity

422.1 PURPOSE AND SCOPE

This policy provides guidelines for handling situations in which members of the public photograph or audio/video record law enforcement actions and other public activities that involve members of this department. In addition, this policy provides guidelines for situations where the recordings may be evidence.

422.2 POLICY

The Truth or Consequences Police Department recognizes the right of persons to lawfully record members of this department who are performing their official duties. Members of this department will not prohibit or intentionally interfere with such lawful recordings. Any recordings that are deemed to be evidence of a crime or relevant to an investigation will only be collected or seized lawfully.

Officers should exercise restraint and should not resort to highly discretionary arrests for offenses such as interference, failure to comply, or disorderly conduct as a means of preventing someone from exercising the right to record members performing their official duties.

422.3 RECORDING LAW ENFORCEMENT ACTIVITY

Members of the public who wish to record law enforcement activities are limited only in certain aspects.

(a) Recordings may be made from any public place or any private property where the individual has the legal right to be present.

(b) Beyond the act of photographing or recording, individuals may not interfere with the law enforcement activity. Examples of interference include but are not limited to:

1. Tampering with a witness or suspect.
2. Inciting others to violate the law.
3. Being so close to the activity as to present a clear safety hazard to the officers.
4. Being so close to the activity as to interfere with an officer's effective communication with a suspect or witness.

(c) The individual may not present an undue safety risk to the officer, themself, or others.

422.4 OFFICER RESPONSE

Officers should promptly request that a supervisor respond to the scene whenever it appears that anyone recording activities may be interfering with an investigation or it is believed that the recording may be evidence. If practicable, officers should wait for the supervisor to arrive before taking enforcement action or seizing any cameras or recording media.

Whenever practicable, officers or supervisors should give clear and concise warnings to individuals who are conducting themselves in a manner that would cause their recording or behavior to be unlawful. Accompanying the warnings should be clear directions on what an

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individual can do to be compliant; directions should be specific enough to allow compliance. For example, rather than directing an individual to clear the area, an officer could advise the person that they may continue observing and recording from the sidewalk across the street.

If an arrest or other significant enforcement activity is taken as the result of a recording that interferes with law enforcement activity, officers shall document in a report the nature and extent of the interference or other unlawful behavior and the warnings that were issued.

422.5 SUPERVISOR RESPONSIBILITIES

A supervisor should respond to the scene when requested or any time the circumstances indicate a likelihood of interference or other unlawful behavior.

The supervisor should review the situation with the officer and:

(a) Request any additional assistance as needed to ensure a safe environment.

(b) Take a lead role in communicating with individuals who are observing or recording regarding any appropriate limitations on their location or behavior. When practical, the encounter should be recorded.

(c) When practicable, allow adequate time for individuals to respond to requests for a change of location or behavior.

(d) Ensure that any enforcement, seizure, or other actions are consistent with this policy and constitutional and state law.

(e) Explain alternatives for individuals who wish to express concern about the conduct of department members, such as how and where to file a complaint.

422.6 SEIZING RECORDINGS AS EVIDENCE

Officers should not seize recording devices or media unless (42 USC § 2000aa):

(a) There is probable cause to believe the person recording has committed or is committing a crime to which the recording relates, and the recording is reasonably necessary for prosecution of the person.

1. Absent exigency or consent, a warrant should be sought before seizing or viewing such recordings. Reasonable steps may be taken to prevent erasure of the recording.

(b) There is reason to believe that the immediate seizure of such recordings is necessary to prevent serious bodily injury or death of any person.

(c) The person consents.

1. To ensure that the consent is voluntary, the request should not be made in a threatening or coercive manner.

2. If the original recording is provided, a copy of the recording should be provided to the recording party, if practicable. The recording party should be permitted to be present while the copy is being made, if feasible. Another way to obtain the evidence is to transmit a copy of the recording from a device to a department-owned device.

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Recording devices and media that are seized will be submitted within the guidelines of the Evidence Vault Policy.

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Bicycle Patrol

423.1 PURPOSE AND SCOPE

This policy establishes guidelines for the Truth or Consequences Police Department to safely and effectively use bicycle patrol for the purpose of enhancing field patrol efforts in the community.

423.2 POLICY

It is the policy of the Truth or Consequences Police Department that patrol bicycles may be used for regular patrol duty, traffic enforcement, parking control, or special events. The use of the patrol bicycle will emphasize officer mobility and department visibility in the community.

423.3 OPERATIONS

Bicycle patrol has been shown to be an effective way to increase officer visibility in congested areas, and the quiet operation of the patrol bicycle can facilitate a tactical approach to crimes in progress. Patrol bicycles may be deployed to any area, at any hour of the day or night, according to department needs, and as staffing levels allow.

Requests for specific deployment of bicycle patrol officers shall be coordinated through the bicycle patrol coordinator or the Chief of Police.

423.4 SELECTION

Interested officers who are off probation shall submit a change of assignment request to their respective supervisor. A copy will be forwarded to the bicycle patrol coordinator. Qualified applicants will then be invited to an oral interview. The oral interview will be conducted by the coordinator and a second person to be selected by the coordinator.

Interested officers shall be evaluated by the following criteria:

(a) Recognized competence and ability as evidenced by performance

(b) Special skills or training as it pertains to the assignment

(c) Good physical condition

(d) Willingness to perform duties using the bicycle as a mode of transportation

423.4.1 OFFICER RESPONSIBILITIES

Officers should operate the bicycle in compliance with any applicable state law under normal operation, unless their duties require otherwise.

Officers may operate the bicycle without lighting equipment during hours of darkness only when it reasonably appears necessary for officer safety or tactical considerations. Officers must use caution and care when operating bicycles without lighting equipment or when they are operating in violation of the rules of the road.

423.5 BICYCLE PATROL COORDINATOR

The responsibilities of the bicycle patrol coordinator are assumed by the Chief of Police or designated to a department member who reports directly to the Chief of Police.

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The coordinator may appoint a senior bicycle patrol officer or other designee to assist in the coordination of bicycle patrol officers and their activities.

The responsibilities of the coordinator include but are not limited to:

(a) Organizing bicycle patrol training.

(b) Inspecting and maintaining an inventory of patrol bicycles and program equipment.

(c) Inspecting, no less than every three months, bicycles that are not in active service and documenting that they are in serviceable condition.

(d) Scheduling maintenance and repairs.

(e) Evaluating the performance of bicycle patrol officers.

(f) Coordinating activities with the Chief of Police.

(g) Other activities as required to maintain the efficient operation of bicycle patrol.

423.6 PATROL BICYCLE

Bicycle patrol officers will be assigned a specially marked and equipped patrol bicycle, attached gear bag, two batteries, and a charger.

Patrol bicycles shall be primarily black or white in color with a "Police" decal affixed to each side of the crossbar or the bicycle's gear bag. Every patrol bicycle shall be equipped with:

(a) Front and rear reflectors.

(b) A siren and horn.

(c) A steady or flashing blue and red warning light that is visible from the front, sides, or rear of the bicycle.

(d) A rear rack and/or gear bag sufficient to carry all necessary equipment to handle routine patrol calls, including report writing, vehicle storage, and citations.

(e) A gear bag that shall include a first-aid kit, tire pump, repair tool, tire tube, security lock, high-visibility vest, and equipment information and use manuals. These items are to remain with/on the patrol bicycle at all times.

Patrol bicycles shall be properly secured when not in the officer's immediate presence.

423.6.1 TRANSPORTING THE PATROL BICYCLE

The patrol bicycle should be transported using a vehicle bicycle rack. Due to possible component damage, transportation of the patrol bicycle in a trunk or on a law enforcement vehicle push-bumper is discouraged.

423.6.2 MAINTENANCE

(a) Bicycle patrol officers shall conduct an inspection of the patrol bicycle and equipment prior to use to ensure proper working order of the equipment.

(b) Officers are responsible for the routine care and maintenance of their assigned equipment (e.g., tire pressure, chain lubrication, overall cleaning).

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1. Each patrol bicycle will have scheduled maintenance twice yearly to be performed by a repair shop or technician approved by the Department.

(c) Officers shall not modify the patrol bicycle or remove, modify, or add components to the patrol bicycle except with the express approval of the bicycle patrol coordinator, or in the event of an emergency.

(d) If a needed repair is beyond the ability of the bicycle patrol officer, a repair work order will be completed and forwarded to the coordinator for repair by a technician approved by the Department.

(e) Patrol bicycle batteries shall be rotated on the assigned charger at the end of each tour of duty.

1. During prolonged periods of nonuse, each bicycle patrol officer assigned a patrol bicycle shall periodically rotate the batteries on the respective chargers to increase battery life.

(f) At the end of a patrol bicycle assignment, the bicycle shall be returned clean and ready for the next tour of duty.

423.7 UNIFORMS AND EQUIPMENT

Officers shall wear uniforms and safety equipment in accordance with the Uniforms and Civilian Attire Policy.

The uniform consists of the standard short-sleeve uniform shirt or other department-approved shirt, with Truth or Consequences Police Department badge and patches, and department-approved bicycle patrol pants or shorts. Optional attire may include but is not limited to a jacket in colder weather and turtleneck shirts or sweaters when worn under the uniform shirt.

Bicycle patrol officers shall carry the same equipment on their duty belts as they would on regular patrol assignments. Assignment-specific safety equipment should include but is not limited to department-approved helmet, a radio headset and microphone, riding gloves, protective eyewear, and approved footwear.

Officers will be responsible for obtaining the necessary forms, citation books, and other department equipment needed while on bicycle patrol.

423.8 TRAINING

Officers must complete an initial department-approved bicycle-training course prior to assignment to bicycle patrol. Thereafter, bicycle patrol officers should receive twice yearly in-service training to improve skills and refresh safety, health, and operational procedures. The initial training shall minimally include:

(a) Bicycle patrol strategies.

(b) Bicycle safety and accident prevention.

(c) Operational tactics and techniques using bicycles.

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Bicycle Patrol

Bicycle patrol officers will be required to train and qualify with their duty and secondary firearms while wearing bicycle safety equipment, including the helmet and riding gloves.

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Homeless Persons

424.1 PURPOSE AND SCOPE

The purpose of this policy is to ensure that department members understand the needs and rights of the homeless, and to establish procedures to guide them during all contacts with the homeless, whether consensual or for enforcement purposes.

This policy establishes a liaison to the homeless community, addresses the responsibilities of the department member appointed to act as a liaison to the homeless, and details the need for special protection and services for homeless persons.

424.2 POLICY

It is the policy of the Truth or Consequences Police Department to protect the rights, dignity, and private property of all members of the community, including people who are homeless. Abuse of authority to harass any member of the community will not be permitted. The Truth or Consequences Police Department will address the needs of homeless persons in balance with the overall mission of this department.

Homelessness is not a crime and members will not use homelessness as the sole basis for detention or law enforcement action.

424.3 FIELD CONTACTS

Officers are encouraged to contact a homeless person to render aid, offer assistance, or to check on the person's welfare. Officers also will take enforcement action when information supports a reasonable and articulable suspicion of criminal activity. However, such contacts shall not be used for harassment.

When encountering a homeless person who has committed a minor offense and continued freedom is not likely to result in a continuation of the offense or a breach of the peace, officers are encouraged to consider long-term solutions, such as shelter referrals and counseling, in lieu of an arrest and criminal charges.

Officers should provide homeless persons with resource and assistance information whenever it is reasonably apparent that such services may be appropriate.

424.3.1 CONSIDERATIONS

A homeless person will receive the same level and quality of service provided to other members of the community. The fact that a victim, witness, or suspect is homeless can, however, require special consideration for a successful investigation and prosecution. When handling investigations involving victims, witnesses, or suspects who are homeless, officers should consider:

(a) Documenting alternate contact information. This may include obtaining addresses and telephone numbers of relatives and friends.

(b) Documenting locations the person may frequent.

(c) Providing victim/witness resources, when appropriate.

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(d) Obtaining sufficient statements from all available witnesses in the event that a victim cannot be located and is unavailable for a court appearance.

(e) Arranging for transportation for investigation-related matters, such as medical exams and court appearances.

(f) Whether a crime should be reported and submitted for prosecution, even when a victim who is homeless indicates that they do not desire prosecution.

(g) Whether the person may be an adult abuse victim and, if so, proceed in accordance with the Adult Abuse Policy.

424.4 MENTAL HEALTH ISSUES

When mental health issues are evident, officers should consider referring the person to the appropriate mental health agency or providing the person with contact information for mental health assistance, as appropriate. In these circumstances, officers may provide transportation to a mental health facility for voluntary evaluation if it is requested or offered and accepted by the person and approved by a supervisor. Officers should consider detaining the person under mental health hold or a civil commitment when facts and circumstances reasonably indicate such a detention is warranted (see the Civil Commitments Policy).

424.5 PERSONAL PROPERTY

The personal property of homeless persons must not be treated differently than the property of other members of the community. Officers should use reasonable care when handling, collecting, and retaining the personal property of homeless persons and should not destroy or discard the personal property of a homeless person.

When a homeless person is arrested or otherwise removed from a public place, officers should make reasonable accommodations to permit the person to lawfully secure their personal property. Otherwise, it should be collected for safekeeping. If the arrestee has more personal property than can reasonably be collected and transported by the officer, a supervisor should be consulted. The property should be photographed, and measures should be taken to remove or secure it. It will be the supervisor's responsibility to coordinate its removal and safekeeping.

Officers should not conduct or assist in clean-up operations of belongings that reasonably appear to be the property of homeless persons without the prior authorization of a supervisor or the homeless liaison. When practicable, requests by the public for clean-up of a homeless encampment should be referred to the liaison.

Officers who encounter unattended encampments, bedding, or other personal property in public areas that reasonably appears to belong to a homeless person should not remove or destroy such property and should inform the liaison if such property appears to involve a trespass, is a blight to the community, or is the subject of a complaint. It will be the responsibility of the liaison to address the matter in a timely fashion.

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424.6 ECOLOGICAL ISSUES

Sometimes homeless encampments can have an impact on the ecology and natural resources of the community and may involve criminal offenses beyond mere littering. Officers are encouraged to notify other appropriate agencies or City departments when a significant impact to the environment has or is likely to occur. A significant impact to the environment may warrant a crime report, investigation, supporting photographs, and supervisor notification.

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Medical Aid and Response

425.1 PURPOSE AND SCOPE

This policy recognizes that members often encounter persons in need of medical aid and establishes a law enforcement response to such situations.

425.2 POLICY

It is the policy of the Truth or Consequences Police Department that all officers and other designated members be trained to provide emergency medical aid and to facilitate an emergency medical response.

425.3 FIRST RESPONDING MEMBER RESPONSIBILITIES

Whenever practicable, members should take appropriate steps to provide initial medical aid (e.g., first aid, CPR, use of an automated external defibrillator (AED)) in accordance with their training and current certification levels. This should be done for those in need of immediate care and only when the member can safely do so.

Prior to initiating medical aid, the member should contact SCRDA and request response by Emergency Medical Services (EMS) as the member deems appropriate.

Members should follow universal precautions when providing medical aid, such as wearing gloves and avoiding contact with bodily fluids, consistent with the Communicable Diseases Policy. Members should use a barrier or bag device to perform rescue breathing.

When requesting EMS, the member should provide SCRDA with information for relay to EMS personnel in order to enable an appropriate response, including:

(a) The location where EMS is needed.

(b) The nature of the incident.

(c) Any known scene hazards.

(d) Information on the person in need of EMS, such as:

1. Signs and symptoms as observed by the member.
2. Changes in apparent condition.
3. Number of patients, sex, and age, if known.
4. Whether the person is conscious, breathing, and alert, or is believed to have consumed drugs or alcohol.
5. Whether the person is showing signs of extreme agitation or is engaging in violent irrational behavior accompanied by profuse sweating, extraordinary strength beyond their physical characteristics, and imperviousness to pain.

Members should stabilize the scene whenever practicable while awaiting the arrival of EMS.

Members should not direct EMS personnel regarding whether to transport the person for treatment.

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425.4 TRANSPORTING ILL AND INJURED PERSONS

Except in exceptional cases where alternatives are not reasonably available, members should not transport persons who are not in custody and who are unconscious, who have serious injuries, or who may be seriously ill. EMS personnel should be called to handle patient transportation.

For guidelines regarding transporting ill or injured persons who are in custody, see the Transporting Persons in Custody Policy.

Members should not provide emergency escort for medical transport or civilian vehicles.

425.5 PERSONS REFUSING EMS CARE

If a person who is not in custody refuses EMS care or refuses to be transported to a medical facility, an officer shall not force that person to receive medical care or be transported.

However, members may assist EMS personnel when EMS personnel determine the person lacks the mental capacity to understand the consequences of refusing medical care or to make an informed decision and the lack of immediate medical attention may result in serious bodily injury or the death of the person.

In cases where mental illness may be a factor, the officer should consider proceeding with civil commitment in accordance with the Civil Commitments Policy.

If an officer believes that a person who is in custody requires EMS care and the person refuses, the officer should encourage the person to receive medical treatment. The officer may also consider contacting a family member to help persuade the person to agree to treatment or who may be able to authorize treatment for the person.

If the person who is in custody still refuses, the officer will require the person to be transported to the nearest medical facility. In such cases, the officer should consult with a supervisor prior to the transport.

Members shall not sign refusal-for-treatment forms or forms accepting financial responsibility for treatment.

425.6 SICK OR INJURED ARRESTEE

If an arrestee appears ill or injured, or claims illness or injury, the arrestee should be medically cleared prior to booking. If the officer has reason to believe the arrestee is feigning injury or illness, the officer should contact a supervisor, who will determine whether medical clearance will be obtained prior to booking.

If the jail or detention facility refuses to accept custody of an arrestee based on medical screening, the officer should note the name of the facility person refusing to accept custody and the reason for refusal, and should notify a supervisor to determine the appropriate action.

Arrestees who appear to have a serious medical issue should be transported by ambulance to an appropriate medical facility.

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Nothing in this section should delay an officer from requesting EMS when an arrestee reasonably appears to be exhibiting symptoms that appear to be life threatening, including breathing problems or an altered level of consciousness, or is claiming an illness or injury that reasonably warrants an EMS response in accordance with the officer's training.

425.6.1 HOSPITAL SECURITY AND CONTROL

Officers who transport persons in custody to medical facilities for treatment should provide security and control during examination and treatment consistent with department protocols. Any such transport should be conducted in accordance with the Transporting Persons in Custody Policy.

The Patrol Lieutenantshould develop protocols related to the following:

(a) Providing security and control during an examination or treatment, including:

1. Monitoring the person in custody (e.g., guarding against escape, suicide, and assault of others)
2. Removal of restraints, if necessary and appropriate (see the Handcuffing and Restraints Policy)

(b) Responsibility for continuing security and control if the person in custody is admitted to the hospital

1. This should include transferring custody of the person to an appropriate agency.

425.7 MEDICAL ATTENTION RELATED TO USE OF FORCE

Specific guidelines for medical attention for injuries sustained from a use of force may be found in the Use of Force, Handcuffing and Restraints, Control Devices, and Conducted Energy Device policies.

425.8 AIR AMBULANCE

Generally, when on-scene, EMS personnel will be responsible for determining whether an air ambulance response should be requested. An air ambulance may be appropriate when there are victims with life-threatening injuries or who require specialized treatment (e.g., gunshot wounds, burns, obstetrical cases), and distance or other known delays will affect the EMS response.

The Chief of Police or the authorized designee should develop guidelines for air ambulance landings or enter into local operating agreements for the use of air ambulances, as applicable. In creating those guidelines, the Department should identify:

- Responsibility and authority for designating a landing zone and determining the size of the landing zone.
- Responsibility for securing the area and maintaining that security once the landing zone is identified.
- Consideration of the air ambulance provider's minimum standards for proximity to vertical obstructions and surface composition (e.g., dirt, gravel, pavement, concrete, grass).

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- Consideration of the air ambulance provider's minimum standards for horizontal clearance from structures, fences, power poles, antennas, or roadways.
- Responsibility for notifying the appropriate highway or transportation agencies if a roadway is selected as a landing zone.
- Procedures for ground personnel to communicate with flight personnel during the operation.

One department member at the scene should be designated as the air ambulance communications contact. Headlights, spotlights, and flashlights should not be aimed upward at the air ambulance. Members should direct vehicle and pedestrian traffic away from the landing zone.

Members shall follow these cautions when near an air ambulance:

- Never approach the aircraft until signaled by the flight crew.
- Always approach the aircraft from the front.
- Avoid the aircraft's tail rotor area.
- Wear eye protection during the landing and take-off.
- Do not carry or hold items, such as IV bags, above the head.
- Ensure that no one smokes near the aircraft.

425.9 AUTOMATED EXTERNAL DEFIBRILLATOR (AED) USE

425.9.1 AED USER RESPONSIBILITY

Members who are issued AEDs should check the AED at the beginning of the shift to ensure it is properly charged and functioning. Any AED that is not functioning properly shall be taken out of service and given to the Training Manager who is responsible for ensuring appropriate maintenance.

Following use of an AED, the device shall be cleaned and/or decontaminated as required. The electrodes and/or pads will be replaced as recommended by the AED manufacturer.

Any member who uses an AED should contact SCRDA as soon as possible and request response by EMS.

425.9.2 AED REPORTING

Any member using an AED will complete an incident report detailing its use.

425.9.3 AED TRAINING AND MAINTENANCE

The Training Manager should ensure appropriate training is provided to members authorized to use an AED.

The Training Manager is responsible for ensuring AED devices are appropriately maintained and will retain records of all maintenance in accordance with the established records retention schedule.

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425.10 ADMINISTRATION OF OPIOID OVERDOSE MEDICATION

Subject to available funding and supplies, the Department shall provide naloxone rescue kits to members and require that officers carry the kits in accordance with department procedures (NMSA § 29-7-7.6).

Members may administer opioid overdose medication in accordance with protocol specified by the licensed prescriber who prescribed the overdose medication for use by the member and consistent with the following protocols (NMSA § 24-23-1):

(a) Members believe in good faith that the other person is experiencing an overdose.

(b) Members act with reasonable care in administering the drug to the other person.

425.10.1 OPIOID OVERDOSE MEDICATION USER RESPONSIBILITIES

Members who are qualified to administer opioid overdose medication, such as naloxone, should handle, store, and administer the medication consistent with their training. Members should check the medication and associated administration equipment at the beginning of their shift to ensure they are serviceable and not expired. Any expired medication or unserviceable administration equipment should be removed from service and given to the Training Manager.

Any member who administers an opioid overdose medication should contact SCRDA as soon as possible and request response by EMS.

425.10.2 OPIOID OVERDOSE MEDICATION REPORTING

Any member administering opioid overdose medication should detail its use in an appropriate report.

425.10.3 OPIOID OVERDOSE MEDICATION TRAINING

The Training Manager should ensure training is provided to members authorized to administer opioid overdose medication.

425.11 FIRST-AID TRAINING

The Training Manager should ensure officers receive periodic first-aid training appropriate for their position.

425.12 ATTACHMENTS

See attachment: AGREEMENT FOR MEDICAL SERVICES.pdf

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First Amendment Assemblies

426.1 PURPOSE AND SCOPE

This policy provides guidance for responding to public assemblies or demonstrations.

426.2 POLICY

The Truth or Consequences Police Department respects the rights of people to peaceably assemble. It is the policy of this department not to unreasonably interfere with, harass, intimidate, or discriminate against persons engaged in the lawful exercise of their rights, while also preserving the peace, protecting life, and preventing the destruction of property.

426.3 GENERAL CONSIDERATIONS

Individuals or groups present on the public way, such as public facilities, streets, or walkways, generally have the right to assemble, rally, demonstrate, protest, or otherwise express their views and opinions through varying forms of communication, including the distribution of printed matter. These rights may be limited by laws or ordinances regulating such matters as the obstruction of individual or vehicle access or egress, trespass, noise, picketing, distribution of handbills, leafleting, and loitering. However, officers shall not take action or fail to take action based on the opinions being expressed.

Participant behavior during a demonstration or other public assembly can vary. This may include but is not limited to:

- Lawful, constitutionally protected actions and speech.
- Civil disobedience (typically involving minor criminal acts).
- Rioting.

All of these behaviors may be present during the same event. Therefore, it is imperative that law enforcement actions are measured and appropriate for the behaviors officers may encounter. This is particularly critical if force is being used. Adaptable strategies and tactics are essential.

The purpose of a law enforcement presence at the scene of public assemblies and demonstrations should be to preserve the peace, to protect life, and to prevent the destruction of property.

Officers should not:

(a) Engage in assembly or demonstration-related discussion with participants.

(b) Harass, confront, or intimidate participants.

(c) Seize the cameras, cell phones, or materials of participants or observers unless an officer is placing a person under lawful arrest.

Supervisors should continually observe department members under their commands to ensure that members' interaction with participants and their response to crowd dynamics is appropriate.

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426.3.1 PHOTOGRAPHS, VIDEO RECORDINGS, AND OTHER INFORMATION

Photographs, video recordings, and other information may be collected at assemblies and demonstrations as they can serve a number of purposes, such as support of criminal prosecutions, assistance in evaluating department performance, serving as training material, recording the use of dispersal orders, and facilitating a response to allegations of improper law enforcement conduct.

Photographs, video recordings, and other information shall not be maintained on the political, religious, or social activities, views, or associations of any individual, group, or organization unless those activities, views, or associations directly relate to an investigation of criminal activity and there is reasonable suspicion that the subject of the information is involved in criminal conduct.

426.4 UNPLANNED EVENTS

When responding to an unplanned or spontaneous public gathering, the first responding officer should conduct an assessment of conditions, including but not limited to:

- Location.
- Number of participants.
- Apparent purpose of the event.
- Leadership (whether it is apparent and/or whether it is effective).
- Any initial indicators of unlawful or disruptive activity.
- Indicators that lawful use of public facilities, streets, or walkways will be impacted.
- Ability and/or need to continue monitoring the incident.

Initial assessment information should be promptly communicated to SCRDA, and the assignment of a supervisor should be requested. Additional resources should be requested as appropriate. The responding supervisor shall assume command of the incident until command is expressly assumed by another, and the assumption of command is communicated to the involved members. A clearly defined command structure that is consistent with the Incident Command System (ICS) should be established as resources are deployed.

426.5 PLANNED EVENT PREPARATION

For planned events, comprehensive, incident-specific operational plans should be developed. The ICS should be considered for such events.

426.5.1 INFORMATION GATHERING AND ASSESSMENT

In order to properly assess the potential impact of a public assembly or demonstration on public safety and order, relevant information should be collected and vetted. This may include:

- Information obtained from outreach to group organizers or leaders.
- Information about past and potential unlawful conduct associated with the event or similar events.
- The potential time, duration, scope, and type of planned activities.

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- Any other information related to the goal of providing a balanced response to criminal activity and the protection of public safety interests.

Information should be obtained in a transparent manner, and the sources documented. Relevant information should be communicated to the appropriate parties in a timely manner.

Information will be obtained in a lawful manner and will not be based solely on the purpose or content of the assembly or demonstration, or actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability of the participants (or any other characteristic that is unrelated to criminal conduct or the identification of a criminal subject).

426.5.2 OPERATIONAL PLANS

An operational planning team with responsibility for event planning and management should be established. The planning team should develop an operational plan for the event.

The operational plan will minimally provide for:

(a) Command assignments, chain of command structure, roles, and responsibilities.

(b) Staffing and resource allocation.

(c) Management of criminal investigations.

(d) Designation of uniform of the day and related safety equipment (helmets, shields, etc.).

(e) Deployment of specialized resources.

(f) Event communications and interoperability in a multijurisdictional event.

(g) An established liaison with demonstration leaders and external agencies.

(h) An established liaison with City government and legal staff.

(i) Media relations.

(j) Logistics: food, fuel, replacement equipment, duty hours, relief, and transportation.

(k) Traffic management plans.

(l) First aid and emergency medical service provider availability.

(m) Prisoner transport and detention.

(n) Review of policies regarding public assemblies and use of force in crowd control.

(o) Parameters for declaring an unlawful assembly.

(p) Arrest protocol, including management of mass arrests.

(q) Protocol for recording information flow and decisions.

(r) Rules of engagement, including rules of conduct, protocols for field force extraction and arrests, and any authorization required for the use of force.

(s) Protocol for handling complaints during the event.

(t) Parameters for the use of body-worn cameras and other portable recording devices.

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426.5.3 MUTUAL AID AND EXTERNAL RESOURCES
The magnitude and anticipated duration of an event may necessitate interagency cooperation and coordination. The assigned Incident Commander should ensure that any required memorandums of understanding or other agreements are properly executed, and that any anticipated mutual aid is requested and facilitated (see the Outside Agency Assistance Policy).

426.6 UNLAWFUL ASSEMBLY DISPERSAL ORDERS
If a public gathering or demonstration remains peaceful and nonviolent, and there is no reasonably imminent threat to persons or property, the Incident Commander should generally authorize continued monitoring of the event.

Should the Incident Commander make a determination that public safety is presently or is about to be jeopardized, the Incident Commander or the authorized designee should attempt to verbally persuade event organizers or participants to disperse of their own accord. Warnings and advisements may be communicated through established communications links with leaders and/or participants or to the group.

When initial attempts at verbal persuasion are unsuccessful, the Incident Commander or the authorized designee should make a clear, standardized announcement to the gathering that the event is an unlawful assembly, and should order the dispersal of the participants. The announcement should be communicated by whatever methods are reasonably available to ensure that the content of the message is clear and that it has been heard by the participants. The announcement should be amplified, made in different languages as appropriate, made from multiple locations in the affected area, and documented by audio and video. The announcement should provide information about what law enforcement actions will take place if illegal behavior continues and should identify routes for egress. A reasonable time to disperse should be allowed following a dispersal order.

426.7 USE OF FORCE
Use of force is governed by current department policy and applicable law (see the Use of Force, Handcuffing and Restraints, Control Devices, and Conducted Energy Device policies).

Individuals refusing to comply with lawful orders (e.g., nonviolent refusal to disperse) should be given a clear verbal warning and a reasonable opportunity to comply. If an individual refuses to comply with lawful orders, the Incident Commander shall evaluate the type of resistance and adopt a reasonable response in order to accomplish the law enforcement mission (such as dispersal or arrest of those acting in violation of the law). Control devices and conducted energy devices should be considered only when the participants' conduct reasonably appears to present the potential to harm officers, themselves, or others, or will result in substantial property loss or damage (see the Control Devices and the Conducted Energy Device policies).

Force or control devices, including oleoresin capsicum (OC), should be directed toward individuals and not toward groups or crowds, unless specific individuals cannot reasonably be targeted due to extreme circumstances, such as a riotous crowd.

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Any use of force by a member of this department shall be documented promptly, completely, and accurately in an appropriate report. The type of report required may depend on the nature of the incident.

426.8 ARRESTS

The Truth or Consequences Police Department should respond to unlawful behavior in a manner that is consistent with the operational plan. If practicable, warnings or advisements should be communicated prior to arrest.

Mass arrests should be employed only when alternate tactics and strategies have been or reasonably appear likely to be unsuccessful. Mass arrests shall only be undertaken upon the order of the Incident Commander or the authorized designee. There must be probable cause for each arrest.

If employed, mass arrest protocols should fully integrate:

(a) Reasonable measures to address the safety of officers and arrestees.

(b) Dedicated arrest, booking, and report writing teams.

(c) Timely access to medical care.

(d) Timely access to legal resources.

(e) Timely processing of arrestees.

(f) Full accountability for arrestees and evidence.

(g) Coordination and cooperation with the prosecuting authority, jail, and courts (see the Citation Releases Policy).

426.9 MEDIA RELATIONS

The Public Information Officer should use all available avenues of communication, including press releases, briefings, press conferences, and social media, to maintain open channels of communication with media representatives and the public about the status and progress of the event, taking all opportunities to reassure the public about the professional management of the event (see the Media Relations Policy).

426.10 DEMOBILIZATION

When appropriate, the Incident Commander or the authorized designee should implement a phased and orderly withdrawal of law enforcement resources. All relieved personnel should promptly complete any required reports, including use of force reports, and account for all issued equipment and vehicles to their supervisors prior to returning to normal operational duties.

426.11 POST EVENT

The Incident Commander should designate a member to assemble full documentation of the event, to include:

(a) Operational plan.

(b) Any incident logs.

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(c) Any assignment logs.

(d) Vehicle, fuel, equipment, and supply records.

(e) Incident, arrest, use of force, injury, and property damage reports.

(f) Photographs, audio/video recordings, and SCRDA records/tapes.

(g) Media accounts (print and broadcast media).

426.11.1 AFTER-ACTION REPORTING

The Incident Commander should work with City legal counsel, as appropriate, to prepare a comprehensive after-action report of the event, explaining all incidents where force was used, to include:

(a) Date, time, and description of the event.

(b) Actions taken and outcomes (e.g., injuries, property damage, arrests, costs).

(c) Problems identified.

(d) Significant events.

(e) Recommendations for improvement; opportunities for training should be documented in a generic manner, without identifying individuals or specific incidents, facts, or circumstances.

426.12 TRAINING

Department members should receive periodic training regarding this policy, as well as the dynamics of crowd control and incident management. The Department should, when practicable, train with its external and mutual aid partners.

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Civil Disputes

427.1 PURPOSE AND SCOPE

This policy provides members of the Truth or Consequences Police Department with guidance for addressing conflicts between persons when no criminal investigation or enforcement action is warranted (e.g., civil matters), with the goal of minimizing any potential for violence or criminal acts.

The Domestic Abuse Policy will address specific legal mandates related to domestic violence court orders. References in this policy to "court orders" apply to any order of a court that does not require arrest or enforcement by the terms of the order or by New Mexico law.

427.2 POLICY

The Truth or Consequences Police Department recognizes that a law enforcement presence at a civil dispute can play an important role in the peace and safety of the community. Subject to available resources, members of this department will assist at the scene of civil disputes with the primary goal of safeguarding persons and property, preventing criminal activity, and maintaining the peace. When handling civil disputes, members will remain impartial, maintain a calm presence, give consideration to all sides, and refrain from giving legal or inappropriate advice.

427.3 GENERAL CONSIDERATIONS

When appropriate, members handling a civil dispute should encourage the involved parties to seek the assistance of resolution services or take the matter to the civil courts. Members must not become personally involved in disputes and shall at all times remain impartial.

While the following is not intended to be an exhaustive list, members should give consideration to the following when handling civil disputes:

(a) Civil disputes tend to be confrontational, and members should be alert that they can escalate to violence very quickly. De-escalation techniques should be used when appropriate.

(b) Members should not dismiss alleged or observed criminal violations as a civil matter and should initiate the appropriate investigation and report when criminal activity is apparent.

(c) Members shall not provide legal advice; however, when appropriate, members should inform the parties when they are at risk of violating criminal laws.

(d) Members are reminded that they shall not enter a residence or other non-public location without legal authority.

(e) Members should not take an unreasonable amount of time assisting in these matters and generally should contact a supervisor if it appears that peacekeeping efforts longer than 30 minutes are warranted.

427.4 COURT ORDERS

Disputes involving court orders can be complex. Where no mandate exists for an officer to make an arrest for a violation of a court order, the matter should be addressed by documenting any apparent

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court order violation in a report. If there appears to be a more immediate need for enforcement action, the investigating officer should consult a supervisor prior to making any arrest.

If a person appears to be violating the terms of a court order but is disputing the validity of the order or its applicability, the investigating officer should document:

(a) The person's knowledge of the court order or whether proof of service exists.

(b) Any specific reason or rationale the involved person offers for not complying with the terms of the order.

A copy of the court order should be attached to the report when available. The report should be forwarded to the appropriate prosecutor. The report should also be forwarded to the court issuing the order with a notice that the report was also forwarded to the prosecutor for review.

427.4.1 STANDBY REQUESTS

Officers responding to a call for standby assistance to retrieve property should meet the person requesting assistance at a neutral location to discuss the process. The person should be advised that items that are disputed will not be allowed to be removed. The member may advise the person to seek private legal advice as to the distribution of disputed property.

Members should accompany the person to the location of the property. Members should ask if the other party will allow removal of the property or whether the other party would remove the property.

If the other party is uncooperative, the person requesting standby assistance should be instructed to seek private legal advice and obtain a court order to obtain the items. Officers should not order the other party to allow entry or the removal of any items. If there is a restraining or similar order against the person requesting standby assistance, that person should be asked to leave the scene or they may be subject to arrest for violation of the order.

If the other party is not present at the location, the member will not allow entry into the location or the removal of property from the location.

427.5 VEHICLES AND PERSONAL PROPERTY

Officers may be faced with disputes regarding possession or ownership of vehicles or other personal property. Officers may review documents provided by parties or available databases (e.g., vehicle registration), but should be aware that legal possession of vehicles or personal property can be complex. Generally, officers should not take any enforcement action unless a crime is apparent. The people and the vehicle or personal property involved should be identified and the incident documented.

427.6 REAL PROPERTY

Disputes over possession or occupancy of real property (e.g., land, homes, apartments) should generally be handled through a person seeking a court order.

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Suspicious Activity Reporting

428.1 PURPOSE AND SCOPE

This policy provides guidelines for reporting and investigating suspicious and criminal activity.

428.1.1 DEFINITIONS

Definitions related to this policy include:

Involved party - An individual who has been observed engaging in suspicious activity, as defined in this policy, when no definitive criminal activity can be identified, thus precluding the person's identification as a suspect.

Suspicious activity - Any reported or observed activity that a member reasonably believes may have a nexus to any criminal act or attempted criminal act, or to foreign or domestic terrorism. Actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability should not be considered as factors that create suspicion (although these factors may be used as specific suspect descriptions). Examples of suspicious activity may include but are not limited to:

- Suspected pre-operational surveillance or intelligence gathering (e.g., photographing security features, asking questions about sensitive security-related subjects).
- Tests of security measures and response to incidents (e.g., "dry run," creating false alarms, attempts to enter secure areas without authorization).
- Suspicious purchases (e.g., purchasing large quantities of otherwise legal items, such as fertilizer, that could be used to create an explosive or other dangerous device).
- An individual in possession of such things as a hoax explosive or dispersal device, sensitive materials (e.g., passwords, access codes, classified government information), or coded or ciphered literature or correspondence.

Suspicious Activity Report (SAR) - An incident report used to document suspicious activity.

428.2 POLICY

The Truth or Consequences Police Department recognizes the need to protect the public from criminal conduct and acts of terrorism and shall lawfully collect, maintain, and disseminate information regarding suspicious activities, while safeguarding civil liberties and privacy protections.

428.3 RESPONSIBILITIES

The Chief of Police and the authorized designees will manage SAR activities. Authorized designees should include supervisors who are responsible for department participation in criminal intelligence systems as outlined in the Criminal Organizations Policy.

The responsibilities of the Chief of Police or the authorized designee include but are not limited to:

(a) Remaining familiar with those databases available to the Department that would facilitate the purpose of this policy.

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(b) Maintaining adequate training in the area of intelligence gathering to ensure no information is being maintained that would violate the law or civil rights of any individual.

(c) Ensuring a process is available that would allow members to report relevant information. The process should be designed to promote efficient and quick reporting, and should not be cumbersome, duplicative, or complicated.

(d) Ensuring that members are made aware of the purpose and value of documenting information regarding suspicious activity, as well as the databases and other information resources that are available to the Department.

(e) Ensuring that SAR information is appropriately disseminated to members in accordance with their job responsibilities.

(f) Coordinating investigative follow-up, if appropriate.

(g) Coordinating with any appropriate agency or fusion center.

(h) Ensuring that, as resources are available, the Department conducts outreach that is designed to encourage community members to report suspicious activity and that outlines what they should look for and how they should report it (e.g., website, public service announcements).

428.4 REPORTING AND INVESTIGATION

Any department member receiving information regarding suspicious activity should take any necessary immediate and appropriate action, including a request for tactical response or immediate notification of specialized entities, when applicable. Any non-sworn member who receives such information should ensure that it is passed on to an officer in a timely manner.

If the suspicious activity is not directly related to a reportable crime, the member should prepare a SAR and include information about the involved parties and the circumstances of the incident. If, during any investigation an officer becomes aware of suspicious activity that is unrelated to the current investigation, the information should be documented separately in a SAR and not included in the original incident report. The report number of the original incident should be included in the SAR as a cross reference. A SAR should be processed as any other incident report.

428.5 HANDLING INFORMATION

The Records Section will forward copies of SARs, in a timely manner, to:

- Supervisor.
- The Crime Analysis unit.
- Other authorized designees.

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Body-Worn Cameras

429.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the use of a body-worn camera (BWC) by members of this department and for the access, use, and retention of department BWC media (NMSA § 29-1-18).

The provisions of this policy, including notice, documentation, access, and retention, also apply to other portable audio/video recording devices used by members, where applicable.

This policy does not apply to undercover operations, wiretaps, or eavesdropping (concealed listening devices).

429.1.1 DEFINITIONS

Definitions related to this policy include:

Activate - To place a BWC in active mode (also called event mode). In active mode, the BWC records both video and audio.

BWC media - The video, audio, and images captured by department BWCs and the associated metadata.

BWC media systems - Any software, including web-based programs and mobile applications, used by the Department to upload/download, store, view, transfer, and otherwise maintain BWC media.

Deactivate - To place a BWC in buffering mode (also called ready or pre-event mode). In buffering mode, the BWC records video (without audio) in short, predetermined intervals that are retained only temporarily. However, when a BWC is activated, the interval recorded immediately prior to activation is then stored as part of the BWC media. Deactivate does not mean powering off the BWC.

Event - A general term referring to a set of circumstances that may, but does not necessarily, correlate directly to a single public safety incident.

429.2 POLICY

It is the policy of the Department to use BWCs and BWC media for evidence collection and to accurately document events in a way that promotes member safety and department accountability and transparency while also protecting the privacy of members of the public.

429.2.1 DISCIPLINARY CONSIDERATIONS

Any violation of this policy, including the failure to operate a BWC in the manner required and intentionally manipulating or prematurely erasing BWC media, subjects the member to discipline up to and including termination (see the Personnel Complaints Policy) (NMSA § 29-1-18).

429.3 RESPONSIBILITIES

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429.3.1 BWC COORDINATOR RESPONSIBILITIES

The Chief of Police or the authorized designee should delegate certain responsibilities to a BWC coordinator.

The responsibilities of the coordinator include:

(a) Serving as a liaison between the Department and the BWC manufacturer/distributor and any third-party media storage vendor.

(b) Developing inventory procedures for issuing and tracking BWC equipment, including properly marking BWCs as property of the Department and recording the date each BWC is placed into or taken out of service.

(c) Assisting with troubleshooting and maintenance of BWC equipment and media systems and, when necessary, coordinating the repair or replacement of BWCs.

1. All equipment and system malfunctions and their resolutions should be documented, and maintenance and repair records should be maintained for all BWCs.

(d) Managing BWC media systems so that:

1. Access is limited to the minimum necessary authorized users and user privileges are restricted to those necessary for the member to conduct assigned department duties.

2. Security requirements, such as two-factor authentication and appropriate password parameters, are in place for user credentials.

(e) Configuring BWC media systems, or developing manual procedures, so that media is appropriately categorized and retained according to the event type tagged by members.

(f) Retaining audit logs or records of all access, alteration, and deletion of BWC media and media systems, and conducting periodic audits to ensure compliance with applicable laws, regulations, and department policy.

(g) Developing and updating BWC training for members who are assigned a BWC or given access to BWC media systems.

(h) Coordinating with the community relations coordinator to (see the Community Relations Policy):

1. Provide the public with notice of the department's use of BWCs (e.g., posting on the department website or social media pages).

2. Gain insight into community expectations regarding BWC use.

(i) Coordinating with the Records Clerk to (see the Records Section and Records Maintenance and Release policies):

1. Determine and apply proper retention periods to BWC media.

2. Develop procedures for the appropriate release of BWC media.

(j) Coordinating with the Evidence Vault to develop procedures for the transfer, storage, and backup of evidentiary BWC media (see the Evidence Vault Policy).

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(k) Completing an annual administrative review of the BWC program and providing it to the Chief of Police for review.

429.3.2 MEMBER RESPONSIBILITIES

Every member issued a BWC is responsible for its proper use, safekeeping, and maintenance.

At the beginning of each shift or period of BWC use, the member should inspect their assigned BWC to confirm it is charged and in good working order. As part of the inspection, the member should perform a function test by activating the BWC and recording a brief video stating their name, identification number, assignment, and the date and time.

Members should wear their assigned BWC on their outermost garment positioned at or near chest level and as close to the center of their body as practicable. Members are responsible for ensuring there are no obstructions and that the BWC remains in a position suitable for recording.

When a BWC is not in the physical possession of the member to which it is assigned, it should be placed on the charging dock and stored in a secure location.

Members shall report any malfunction or damage to the BWC coordinator or on-duty supervisor as soon as practicable and, if possible, obtain a functioning BWC to use either temporarily while repairs are being made to the member's BWC or as a permanent replacement.

429.4 BWC USE

The following guidelines apply to the use of BWCs:

(a) Only department-issued BWCs should be used. Members are prohibited from using any other BWC without the express consent of the Chief of Police or the authorized designee.

(b) BWCs should only be used by the member or members to whom it was issued unless otherwise authorized by a supervisor.

(c) The use of department-issued BWCs shall be strictly limited to department-related activities.

(d) Members shall not use BWCs or BWC media systems for which they have not received prior authorization and appropriate training.

(e) Members shall immediately report unauthorized access or use of BWCs or BWC media systems by another member to their supervisor or the Chief of Police.

429.4.1 PROHIBITIONS

BWCs should not be used to record:

(a) Routine administrative activities of the Department that do not involve interactions with the public. Care should be taken to avoid incidentally recording confidential documents that the Department has a duty to keep secure (i.e., criminal justice information).

(b) Areas within the department facilities where members have a reasonable expectation of privacy (e.g., locker rooms or dressing areas, breakrooms) unless responding to a call for service or conducting an investigation.

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(c) Conversations of other members without their knowledge.

(d) When a member is taking an authorized break or otherwise engaged in personal activities.

(e) In a courtroom unless responding to a call for service or emergency situation.

(f) Interactions with undercover officers or confidential informants.

(g) Strip searches.

BWCs shall not be used for the purpose of embarrassment, harassment, or ridicule of any individual or group.

429.5 ACTIVATION OF BWC

Members shall activate their BWC during all calls for service and the performance of law enforcement-related functions (NMSA § 29-1-18). Members are not required to activate their BWC during casual or informal contacts with members of the public that are not part of or related to law enforcement functions. However, members should activate their BWC any time a contact with an individual becomes hostile or adversarial.

Unless otherwise authorized by this policy or approved by a supervisor, BWCs shall remain activated until the call for service or law enforcement-related function has concluded (NMSA § 29-1-18). A member may cease recording if they are simply waiting for a tow truck or a family member to arrive, or in other similar situations.

At no time is a member expected to jeopardize their safety to activate their BWC. However, the BWC should be activated as soon as reasonably practicable in required situations.

If a member attempts to activate their BWC but the BWC fails to record an event, the member should notify their supervisor as soon as practicable.

429.5.1 NOTICE OF RECORDING

Unless otherwise approved based on unique circumstances, a member should wear the BWC in a manner that is conspicuous and shall answer truthfully if asked whether they are equipped with a BWC or if their BWC is activated.

429.5.2 LIVESTREAMING

Livestreaming enables authorized individuals to remotely view the audio and video captured by a member's BWC in real time. Only supervisors and dispatchers approved by the Chief of Police or the authorized designee shall have access to livestreaming capabilities.

Livestreaming should only be activated:

(a) For purposes of member safety when the member is not responding to their radio or there is some other indication of distress.

(b) To assist with situational awareness or tactical decisions during a significant incident.

(c) When requested by the member.

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429.5.3 DOCUMENTATION

Members are encouraged to provide narration while using a BWC when it would be useful to provide context or clarification of the events being recorded. However, the use of a BWC is not a replacement for written reports and should not be referred to in a written report in place of detailing the event.

Every report prepared by a member who is issued a BWC should state "BWC available" or "BWC unavailable," as applicable, and should document:

(a) To the extent practicable and relevant, the identity of individuals appearing in the BWC media.

(b) An explanation of why BWC media is unavailable including any malfunction, damage, or battery issue that resulted in the failure of the BWC to capture all or part of the event.

(c) Any exigency or other circumstances that prevented the member from immediately activating the recording at the beginning of the event.

(d) Any period of the event in which the member deactivated or muted their BWC and the reason for such action.

(e) If livestreaming was activated during the event, the reason for livestreaming and the members who communicated or participated in the event through BWC livestreaming.

429.6 UPLOADING BWC MEDIA

Unless otherwise authorized by a supervisor, all media from a member's BWC should be properly uploaded and tagged before the end of their shift. BWC media related to a serious or high-profile event (e.g., search for a missing child, active shooter situation) should be uploaded and tagged as soon as practicable upon returning to the Department.

Following an officer involved shooting or death or other event deemed necessary, a supervisor should take possession of the BWC for each member present and upload and tag the BWC media.

429.6.1 TAGGING BWC MEDIA

Members should tag all media captured by their BWC with their name and/or identification number, the case or incident number, and the event type. BWC media should be tagged upon uploading or, if capabilities permit tagging in the field, as close to the time of the event as possible. If more than one event type applies to BWC media, it should be tagged with each event type. If BWC media can only be tagged with a single event type, the media should be tagged using the event type with the longest retention period.

BWC media depicting sensitive circumstances or events should be tagged as restricted. BWC media should be flagged for supervisor review when it pertains to a significant event such as:

(a) An incident that is the basis of a formal or informal complaint or is likely to result in a complaint.

(b) When a member has sustained a serious injury or a line-of-duty death has occurred.

(c) When a firearm discharge or use of force incident has occurred.

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(d) An event that has attracted or is likely to attract significant media attention.

Supervisors should conduct audits at regular intervals to confirm BWC media is being properly uploaded and tagged by their subordinates.

429.7 BWC MEDIA

All BWC media is the sole property of the Department. Members shall have no expectation of privacy or ownership interest in the content of BWC media.

All BWC media shall be stored and transferred in a manner that is physically and digitally secure with appropriate safeguards to prevent unauthorized modification, use, release, or transfer. Contracts with any third-party vendors for the storage of BWC media should include provisions specifying that all BWC media remains the property of the Department and shall not be used by the vendor for any purpose without explicit approval of the Chief of Police or the authorized designee.

Members shall not alter, copy, delete, release, or permit access to BWC media other than as permitted in this policy without the express consent of the Chief of Police or the authorized designee.

BWC media systems should not be accessed using personal devices unless authorized by the Chief of Police or the authorized designee.

429.7.1 ACCESS AND USE OF BWC MEDIA

BWC media systems shall only be accessed by authorized members using the member's own login credentials and in accordance with the Information Technology Use Policy.

BWC media shall only be accessed and viewed for legitimate department-related purposes in accordance with the following guidelines:

(a) BWC media tagged as restricted should only be accessible by those designated by the Chief of Police or the authorized designee.

(b) Members may review their own BWC media for department-related purposes. Members should document in their report if they reviewed BWC media before completing the report.

(c) Investigators may review BWC media pertaining to their assigned cases.

(d) A member testifying regarding a department-related event may review the pertinent BWC media before testifying.

(e) Supervisors are permitted to access and view BWC media of their subordinates.

1. Supervisors should review BWC media that is tagged as a significant event or that the supervisor is aware pertains to a significant event.
2. Supervisors should conduct documented reviews of their subordinate's BWC media at least annually to evaluate the member's performance, verify compliance with department procedures, and determine the need for additional training. The review should include a variety of event types when possible. Supervisors should review BWC media with the recording member when it would

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be beneficial to provide guidance or to conduct one-on-one informal training for the member.

3. Supervisors should conduct periodic reviews of a sample of each subordinate's BWC media to evaluate BWC use and ensure compliance with this policy.

(f) The Training Manager is permitted to access and view BWC media for training purposes.

1. The Training Manager should conduct a quarterly review of a random sampling of BWC media to evaluate department performance and effectiveness and to identify specific areas where additional training or changes to protocols would be beneficial. Training Committee members may review BWC media as part of their review to identify training needs.

2. The Training Manager may use BWC media for training purposes with the approval of the Chief of Police or the authorized designee. The Training Manager should use caution to avoid embarrassing or singling out a member and, to the extent practicable, should seek consent from the members appearing in the BWC media before its use for training. When practicable, sensitive issues depicted in BWC media should be redacted before being used for training.

(g) The Records Clerk may access BWC media when necessary to conduct department-related duties.

(h) The BWC coordinator may access BWC media and the BWC media system as needed to ensure the system is functioning properly, provide troubleshooting assistance, conduct audits, and fulfill other responsibilities related to their role.

429.7.2 PUBLIC ACCESS

Unless disclosure is required by law or a court order, BWC media should not be released to the public if it unreasonably violates a person's privacy or sense of dignity or depicts the interior of:

(a) A private residence.

(b) A facility that offers health care, mental health or substance abuse treatment, or social services.

(c) A school building.

(d) Any other building in which public access is restricted or which implicates heightened security concerns.

Requests for the release of BWC media shall be processed in accordance with the Records Maintenance and Release Policy. The Records Clerk should review BWC media before public release.

429.8 RETENTION OF BWC MEDIA

Non-evidentiary BWC media should be retained in accordance with state records retention laws but in no event for a period of less than 120 days (NMSA § 29-1-18).

Unless circumstances justify continued retention, BWC media should be permanently deleted upon the expiration of the retention period in a way that it cannot be retrieved. BWC media shall

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not otherwise be deleted by any person without the authorization of the Chief of Police or the authorized designee.

429.8.1 EVIDENTIARY BWC MEDIA

BWC media relevant to a criminal prosecution should be exported from the BWC media system and securely transferred to digital evidence storage according to established department procedures. Evidentiary BWC media is subject to the same laws, policies, and procedures as all other evidence, including chain of custody, accessibility, and retention periods (see the Evidence Vault Policy).

429.9 TRAINING

The Chief of Police or the authorized designee should ensure that each member issued a BWC receives initial training before use, and periodic refresher training thereafter. Training should include:

(a) Proper use of the BWC device and accessories.

(b) When BWC activation is required, permitted, and prohibited.

(c) How to respond to an individual's request to stop recording.

(d) Proper use of the BWC media systems, including uploading and tagging procedures.

(e) Security procedures for BWC media, including appropriate access and use.

Members who are not issued a BWC but who have access to BWC media systems shall receive training on the BWC media system, including appropriate access, use, and security procedures.

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Chapter 5 - Traffic Operations

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Traffic

500.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for improving public safety through education and enforcement of traffic-related laws.

500.2 POLICY

It is the policy of the Truth or Consequences Police Department to educate the public on traffic-related issues and to enforce traffic laws. The efforts of the Department will be driven by such factors as the location and/or number of traffic accidents, public complaints, traffic volume, traffic conditions, and other traffic-related needs. The ultimate goal of traffic law enforcement and education is to increase public safety.

500.3 DEPLOYMENT

Enforcement efforts may include such techniques as geographic/temporal assignment of department members and equipment, the establishment of preventive patrols to deal with specific categories of unlawful driving, and a variety of educational activities. These activities should incorporate methods that are suitable to the situation; timed to events, seasons, past traffic problems or locations; and, whenever practicable, preceded by enforcement activities.

Several factors will be considered in the development of deployment schedules for department members. State and local data on traffic accidents are a valuable resource. Factors for analysis include but are not limited to:

- Location.
- Time.
- Day.
- Violation factors.
- Requests from the public.
- Construction zones.
- School zones.
- Special events.

Department members assigned to uniformed patrol or traffic enforcement functions will emphasize the enforcement of violations that contribute to traffic accidents, and also will consider the hours and locations where traffic accidents tend to occur. Members will take directed enforcement action on request, and random enforcement action when appropriate. Members shall maintain high visibility while working general enforcement, especially in areas where traffic accidents frequently occur.

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500.4 ENFORCEMENT

Traffic enforcement will be consistent with applicable laws and take into account the degree and severity of the violation committed. This department does not establish ticket quotas. The number of arrests or citations issued by any member shall not be used as the sole criterion for evaluating member overall performance.

Several methods are effective in the reduction of traffic accidents.

500.4.1 WARNINGS

Warnings are a non-punitive option that may be considered by the member when circumstances warrant, such as when a minor violation was inadvertent.

Warnings ticket shall (NMSA § 66-8-123):

(a) Contain information necessary to identify the violator.

(b) Be signed by the violator to acknowledge receipt of the warning.

A copy of the warning ticket shall be given to the violator.

500.4.2 CITATIONS

Citations should be issued when a member believes it is appropriate. Department members shall utilize the uniform traffic citation in paper or electronic form prepared by the New Mexico Department of Public Safety (NMSA § 66-8-123; NMSA § 66-8-128).

A copy of the citation shall be given to the violator.

500.4.3 PHYSICAL ARREST

Physical arrest can be made on a number of criminal traffic offenses. These cases usually deal with but are not limited to:

(a) Homicide by vehicle and great bodily harm by vehicle (NMSA § 66-8-101).

(b) Felony and misdemeanor driving under the influence of intoxicating liquor or drugs (NMSA § 66-8-102).

(c) Felony and misdemeanor hit-and-run (NMSA § 66-7-201).

(d) Any felony or misdemeanor where the officer is present at the scene of a motor vehicle accident (NMSA § 66-8-125).

(e) Theft of a motor vehicle (NMSA § 66-8-125).

(f) Failure to sign a warning ticket or citation (NMSA § 66-8-122).

In order to effect an arrest for a criminal traffic offense, an officer shall be in uniform (NMSA § 66-8-124).

500.5 SUSPENDED OR REVOKED LICENSES

If an officer contacts a traffic violator who is also driving on a suspended or revoked license, the officer should issue a traffic citation or make an arrest as appropriate.

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500.6 HIGH-VISIBILITY VESTS

The Department has provided American National Standards Institute (ANSI) Class II high-visibility vests to increase the visibility of department members who may be exposed to hazards presented by passing traffic or by maneuvering or operating vehicles, machinery, and equipment (23 CFR 655.601).

500.6.1 REQUIRED USE

Except when working in a potentially adversarial or confrontational role, such as during vehicle stops, high-visibility vests should be worn when increased visibility would improve the safety of the department member or when the member will be exposed to the hazards of passing traffic or will be maneuvering or operating vehicles, machinery, and equipment.

Examples of when high-visibility vests should be worn include traffic control duties, traffic accident investigations, lane closures, and disaster scenes.

When emergency conditions preclude the immediate donning of the vest, members should retrieve and wear the vest as soon as conditions reasonably permit.

Use of the vests shall also be mandatory when directed by a supervisor.

500.6.2 CARE AND STORAGE

High-visibility vests shall be maintained in the trunk of each patrol and investigation vehicle, in the side box of each police motorcycle, and in the gear bag of each patrol bicycle. Each vest should be stored inside a resealable plastic bag to protect and maintain the vest in a serviceable condition. Before going into service, each member shall ensure that a serviceable high-visibility vest is properly stored.

A supply of high-visibility vests will be maintained and made available for replacement of damaged or unserviceable vests. The Training Manager should be promptly notified whenever the supply of vests needs replenishing.

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Traffic Crashes

501.1 PURPOSE AND SCOPE

This policy provides guidelines for responding to and investigating traffic accidents.

501.2 POLICY

It is the policy of the Truth or Consequences Police Department to respond to traffic accidents and render or summon aid to injured victims as needed. The Department will investigate and prepare reports according to the established minimum reporting requirements with the goal of reducing the occurrence of accidents by attempting to identify the cause of the accident and through enforcing applicable laws. Unless restricted by law, traffic accident reports will be made available to the public upon request.

501.3 RESPONSE

Upon arriving at the scene, the responding member should assess the need for additional resources and summon assistance as appropriate. Generally, the member initially dispatched to the scene will be responsible for the investigation and report, if required, unless responsibility is reassigned by a supervisor.

A supervisor should be called to the scene when the incident:

(a) Is within the jurisdiction of this department and there is:
    1. A life-threatening injury.
    2. A fatality.
    3. A City vehicle involved.
    4. A City official or employee involved.
    5. Involvement of an on- or off-duty member of this department.
(b) Is within another jurisdiction and there is:
    1. A City of Truth or Consequences vehicle involved.
    2. A City of Truth or Consequences official involved.
    3. Involvement of an on-duty member of this department.

501.3.1 MEMBER RESPONSIBILITIES

Upon arriving at the scene, the responding member should consider and appropriately address:

(a) Traffic direction and control.
(b) Proper placement of emergency vehicles, cones, roadway flares, or other devices if available to provide protection for members, the public, and the scene.
(c) First aid for any injured parties if it can be done safely.
(d) The potential for involvement of hazardous materials.

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(e) The need for additional support as necessary (e.g., traffic control, emergency medical services, fire department, hazardous materials response, tow vehicles).

(f) Clearance and cleanup of the roadway.

501.4 NOTIFICATION

If a traffic accident involves a life-threatening injury or fatality, the responding officer shall notify a supervisor. The supervisor may assign a traffic investigator or other appropriate personnel to investigate the incident. The supervisor will ensure notification is made to the Chief of Police and the City Manager in accordance with the Major Incident Notification Policy.

501.4.1 NOTIFICATION OF FAMILY

In the event of a life-threatening injury or fatality, the supervisor responsible for the incident should ensure notification of the victim's immediate family or coordinate such notification with the Office of Medical Investigator (OMI), department chaplain, or another suitable person. Notification should be made as soon as practicable following positive identification of the victim.

The identity of any person seriously injured or deceased in a traffic accident should not be released until notification is made to the victim's immediate family.

501.5 MINIMUM REPORTING REQUIREMENTS

An accident report shall be taken when:

(a) A fatality, damage over $500.00 or any injury (including complaint of pain), driving under the influence, or hit-and-run is involved.

(b) An on-duty member of the City of Truth or Consequences is involved.

(c) The accident results in any damage to any City-owned or leased vehicle.

(d) The accident involves any other public agency driver or vehicle.

(e) There is damage to public property.

(f) There is damage to any vehicle to the extent that towing is required.

(g) Prosecution or follow-up investigation is contemplated.

(h) Directed by a supervisor.

501.5.1 PRIVATE PROPERTY

Generally, reports should not be taken when a traffic accident occurs on private property unless it involves an injury or fatality, a hit-and-run violation, or other traffic law violation. Members may provide assistance to motorists as a public service, such as exchanging information and arranging for the removal of the vehicles.

501.5.2 CITY VEHICLE INVOLVED

A traffic accident report shall be taken when a City vehicle is involved in a traffic accident that results in property damage or injury.

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A general information report may be taken in lieu of a traffic accident report at the direction of a supervisor when the incident occurs entirely on private property or does not involve another vehicle.

Whenever there is damage to a City vehicle, a vehicle damage report shall be completed and forwarded to the Chief of Police or the authorized designee. The traffic investigator or supervisor at the scene should determine what photographs should be taken of the scene and the vehicle damage.

501.5.3 INJURED ANIMALS

Department members should refer to the Animal Control Policy when a traffic accident involves the disposition of an injured animal.

501.6 INVESTIGATION

When a traffic accident meets minimum reporting requirements, the investigation should include, at a minimum:

(a) Identification and interview of all involved parties.

(b) Identification and interview of any witnesses.

(c) A determination of whether a violation of law has occurred and the appropriate enforcement action.

(d) Identification and protection of items of apparent evidentiary value.

(e) Documentation of the incident as necessary (e.g., statements, measurements, photographs, collection of evidence, reporting) on the appropriate forms.

(f) If both vehicles are still in their final resting positions upon officer(s) arrival, measurements of the crash scene will be taken and a diagram will be completed for all injury crashes and/or court cases.

501.6.1 INVESTIGATION BY OUTSIDE LAW ENFORCEMENT AGENCY

The Chief of Police or the authorized designee should request that the New Mexico State Police or other outside law enforcement agency investigate and complete a traffic accident investigation when a life-threatening injury or fatal traffic accident occurs within the jurisdiction of the Truth or Consequences Police Department and involves:

(a) An on- or off-duty member of the Department.

    1. The involved member shall complete the department traffic accident form. If the member is unable to complete the form, the supervisor shall complete it.

(b) An on- or off-duty official or employee of the City of Truth or Consequences.

Department members shall promptly notify a supervisor when any department vehicle is involved in a traffic accident. The accident investigation and report shall be completed by the agency having jurisdiction.

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501.7 ENFORCEMENT ACTION

After a thorough investigation in which physical evidence or independent witness statements indicate that a violation of a traffic law contributed to the accident, authorized members should issue a citation or arrest the offending driver, as appropriate (NMSA § 66-8-123).

More serious violations, such as driving under the influence of drugs or alcohol, vehicular manslaughter, or other felonies, shall be enforced. If a driver who is subject to enforcement action is admitted to a hospital, a supervisor shall be contacted to determine the best enforcement option.

501.8 REPORTS

Department members shall utilize forms approved by the New Mexico Department of Transportation (NMDOT) as required for the reporting of traffic accidents (NMSA § 66-7-209). All such reports shall be forwarded to the Records Section for approval and filing.

501.8.1 REPORT MODIFICATION

A change or modification of a written report that alters a material fact in the report may be made only by the member who prepared the report, and only prior to its approval and distribution. Once a report has been approved and distributed, corrections shall only be made by way of a written supplemental report. A written supplemental report may be made by any authorized member.

501.8.2 CHIEF OF POLICE RESPONSIBILITIES

The responsibilities of the Chief of Police or the authorized designee include but are not limited to:

(a) Ensuring the monthly and quarterly reports on traffic accident information and statistics are forwarded to other persons as required.

(b) Coordinating with the Records Section to submit required accident reports to NMDOT within the time specified by law (NMSA § 66-7-207).

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Traffic Crash Review Board

502.1 PURPOSE AND SCOPE

This policy establishes a process for the Truth or Consequences Police Department to review motor vehicle accidents involving members driving department vehicles, or other vehicles when the member is operating in an official capacity.

This review process shall be in addition to any other review or investigation that may be conducted by any outside agency having jurisdiction over the accident investigation.

502.2 POLICY

It is the policy of the Truth or Consequences Police Department to objectively evaluate motor vehicle accidents involving members working in an official capacity to ensure that the operation of the vehicle was consistent with department training and policy.

502.3 ADMINISTRATIVE ASSIGNMENT

Generally, whenever a member's actions in an official capacity, or while using department equipment, results in death or very serious injury to another, that member will be placed in a temporary administrative assignment pending an administrative review. The Chief of Police or the authorized designee may exercise discretion and alter the duration or choose not to place a member in an administrative assignment.

502.4 TRAFFIC ACCIDENT REVIEW BOARD

The Traffic Accident Review Board will be convened on a regular basis as determined by the Chief of Police to review motor vehicle accidents involving property damage and at a reasonable time following a motor vehicle accident that results in injury or death.

It will be the responsibility of the supervisor of the involved member to notify the Chief of Police of any incidents requiring board review. The involved member's supervisor will also ensure that all relevant reports, documents, and materials are available for consideration and review by the board.

502.4.1 COMPOSITION OF THE BOARD

The Chief of Police should staff the Traffic Accident Review Board with at least three individuals including but not limited to:

- A member of command staff from the involved member's chain of command (a single member from command staff may sit in review when the board is reviewing multiple property damage accidents).
- A non-administrative supervisor.
- A department driving instructor or driver training supervisor.
- A law enforcement supervisor from an outside law enforcement agency, if appropriate.

The senior ranking command staff member will serve as chairperson.

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502.4.2 RESPONSIBILITIES OF THE BOARD

The Traffic Accident Review Board is empowered to conduct an administrative review and inquiry into the circumstances of the motor vehicle accidents.

The Chief of Police will determine whether the board should delay its review until after completion of any accident investigation, review by any prosecutorial body, the filing of charges or the decision not to file charges, or any other action. The board should be provided all relevant available material from these proceedings for its consideration.

The board members may request further investigation, request reports be submitted for the board's review, call persons to present information, and request the involved member to appear. If the involved member is requested to attend, they will be notified of the meeting of the board and may choose to have a representative present.

Absent an express waiver from the involved member, no more than two designated board members may ask questions of the involved member. Other board members may provide questions to the designated board members.

Any questioning of the involved member conducted by the board will be in accordance with Truth or Consequences Police Department disciplinary procedures, the Personnel Complaints Policy, the current collective bargaining agreement, and any applicable state or federal law.

The board shall make one of the following recommended findings:

- The member's actions were within department policy and procedure.
- The member's actions were in violation of department policy and procedure.

A recommended finding requires a majority vote of the board. If the vote is tied, the Chief of Police will make a determination as to fault.

The board may also recommend additional investigations or reviews, such as training reviews to consider whether training should be developed or revised, and policy reviews, as may be appropriate. The board chairperson will submit the written recommendation to the Chief of Police.

The board does not have the authority to recommend discipline.

502.5 CHIEF OF POLICE RESPONSIBILITIES

The Chief of Police shall review the recommendation of the board, make a final determination as to whether the member's actions were within policy and procedure, and determine whether any additional actions, investigations, or reviews are appropriate. If the Chief of Police concludes the member is at fault, a disciplinary process will be initiated in accordance with the provisions in the Personnel Complaints Policy.

At the conclusion of any additional reviews, copies of all relevant reports and information will be filed in XXXInternalAffairsUnitXXX files.

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Vehicle Towing

503.1 PURPOSE AND SCOPE

This policy provides guidance related to vehicle towing. Nothing in this policy shall require a member of this department to tow a vehicle.

503.2 POLICY

The Truth or Consequences Police Department will tow vehicles when appropriate and in accordance with the law.

503.3 REMOVAL OF VEHICLES DUE TO HAZARD

When a vehicle should be towed because it presents a hazard, the owner or operator should arrange for the towing. Department members may assist by communicating requests through SCRDA to expedite the process.

If the owner or operator is unable to arrange for towing and the vehicle presents a hazard, the vehicle may be towed at the direction of the department member.

Vehicles that are not the property of the City should not be driven by department members unless it is necessary to move the vehicle a short distance to eliminate a hazard, prevent the obstruction of a fire hydrant, or comply with posted signs.

503.4 ARREST SCENES

Whenever the owner or operator of a vehicle is arrested, the arresting officer should provide reasonable safekeeping by leaving the vehicle secured and lawfully parked at the scene or, when appropriate, by having the vehicle towed, such as when the vehicle presents a traffic hazard or the vehicle would be in jeopardy of theft or damage if left at the scene.

Officers are not required to investigate whether alternatives to towing a vehicle exist after an arrest. However, a vehicle should not be towed if reasonable alternatives exist. When considering whether to leave a vehicle at the scene, officers should take into consideration public safety as well as the reasonable safety of the vehicle and its contents.

The following are examples of situations where a vehicle should not be towed:

- The vehicle can be legally parked, left in a reasonably secure and safe location, and is not needed as evidence.
- The vehicle is parked on private property, on which the arrestee or owner is legally residing, or the property owner does not object to the vehicle being parked at that location.
- The arrestee or owner of the vehicle requests that it be released to a person who is present, willing, and able to legally take control of the vehicle.
- The vehicle is legally parked and the arrestee or owner requests that it be left at the scene. In such cases the requester should be informed that the Department will not be responsible for theft or damages.

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503.5 VEHICLES RELATED TO CRIMINAL INVESTIGATIONS

Officers should tow vehicles that are needed for the furtherance of an investigation or prosecution of a case, or that are otherwise appropriate for seizure as evidence. Officers should make reasonable efforts to return a recovered stolen vehicle to its owner rather than have it towed, so long as the vehicle is not needed for evidence.

503.6 RECORDS

Records Section members shall ensure that pertinent data regarding a towed vehicle is promptly entered into the appropriate database.

503.6.1 VEHICLE STORAGE REPORT

Department members towing a vehicle shall complete a vehicle tow report. The report should be submitted to the Records Section as soon as practicable after the vehicle is towed.

503.7 TOWING SERVICES

Members shall not show preference among towing services that have been authorized for use by the Department. A rotation or other system established by the Department for tow services should be followed.

503.8 VEHICLE INVENTORY

The contents of all vehicles towed at the request of department members shall be inventoried and listed on the inventory report. When reasonably practicable, photographs may be taken to assist in the inventory.

(a) An inventory of personal property and the contents of open containers will be conducted throughout the passenger and engine compartments of the vehicle, including but not limited to any unlocked glove box, other accessible areas under or within the dashboard area, any pockets in the doors or in the back of the front seat, in any console between the seats, under any floor mats, and under the seats.

(b) In addition to the passenger and engine compartments as described above, an inventory of personal property and the contents of open containers will also be conducted in any other type of unlocked compartments that are a part of the vehicle, including unlocked vehicle trunks and unlocked car top containers.

(c) Any locked compartments, including but not limited to locked glove compartments, locked vehicle trunks, locked hatchbacks, and locked car-top containers should be inventoried, provided the keys are available and released with the vehicle to the third-party towing company or an unlocking mechanism for such compartment is available within the vehicle.

(d) Closed containers located either within the vehicle or any of the vehicle's compartments will not be opened for inventory purposes.

Members should ask the occupants whether the vehicle contains any valuables or hazardous materials. Responses should be noted in the inventory report. If the occupant acknowledges that any closed container contains valuables or a hazardous material, the container shall be opened

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and inventoried. When practicable and appropriate, such items should be removed from the vehicle and given to the owner, or booked into property for safekeeping.

Any cash, jewelry, or other small valuables located during the inventory process will be held for safekeeping, in accordance with the Evidence Vault Policy. A copy of the property receipt should be given to the person in control of the vehicle or, if that person is not present, left in the vehicle.

A copy of the vehicle inventory will be given to the tow truck operator.

These inventory procedures are for the purpose of protecting the vehicle owner's property, providing for the safety of department members and protecting the Department against fraudulent claims of lost, stolen, or damaged property.

Towing a vehicle in order to perform an inventory should not be used as a pretext for an evidence search. Nothing in this policy prevents the towing of a vehicle that would occur for reasons independent of any suspicion that the vehicle may contain evidence if it is otherwise justified by law or this policy.

503.9 SECURITY OF VEHICLES AND RETRIEVAL OF PROPERTY

If the search of a vehicle leaves the vehicle or any property contained therein vulnerable to unauthorized entry, theft, or damage, the department member conducting the search shall take such steps as are reasonably necessary to secure or protect the vehicle or property from such hazards.

Unless it would cause an unreasonable delay in towing the vehicle or create an issue of officer safety, reasonable accommodations should be made to permit the owner, operator, or occupant to retrieve small items of value or personal need (e.g., cash, jewelry, cell phone, prescriptions) that are not considered evidence or contraband.

Members who become aware that a vehicle may have been towed by the Department in error should promptly advise a supervisor. Supervisors should approve, when appropriate, the release of the vehicle without requiring the owner or their agent to request a hearing to contest the tow.

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Driving Under the Influence

504.1 PURPOSE AND SCOPE

This policy provides guidance to those department members who play a role in the detection and investigation of driving under the influence (DUI).

504.2 POLICY

The Truth or Consequences Police Department is committed to the safety of the roadways and the community and will pursue fair but aggressive enforcement of New Mexico impaired driving laws.

504.3 INVESTIGATIONS

Officers should not enforce DUI laws to the exclusion of their other duties unless specifically assigned to DUI enforcement. All officers are expected to enforce these laws with due diligence.

The Chief of Police or the authorized designee will develop and maintain, in consultation with the prosecuting attorney, report forms with appropriate checklists to assist investigating officers in documenting relevant information and maximizing efficiency. Any DUI investigation will be documented using these forms. Information documented elsewhere on the form does not need to be duplicated in the report narrative. Information that should be documented includes, at a minimum:

(a) The field sobriety tests (FSTs) administered and the results.

(b) The officer's observations that indicate impairment on the part of the individual, and the officer's health-related inquiries that may help to identify any serious health concerns (e.g., diabetic shock).

(c) Sources of additional information (e.g., reporting party, witnesses) and their observations.

(d) Information about any audio and/or video recording of the individual's driving or subsequent actions.

(e) The location and time frame of the individual's vehicle operation and how this was determined.

(f) Any prior related convictions in New Mexico or another jurisdiction.

504.4 FIELD TESTS

The Chief of Police or the authorized designee should identify standardized FSTs and any approved alternate tests for officers to use when investigating violations of DUI laws.

504.5 CHEMICAL TESTS

A person implies consent under New Mexico state law to a chemical test, and to providing the associated chemical sample when the arresting officer has reasonable grounds to believe the person was driving a motor vehicle within this state while under the influence of an intoxicating liquor or drug (NMSA § 66-8-107).

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If a person withdraws this implied consent, or is unable to withdraw consent (e.g., the person is unconscious), the officer should consider implied consent revoked and proceed as though the person has refused to provide a chemical sample (NMSA § 66-8-111).

504.5.1 STATUTORY NOTIFICATIONS

Before requesting that a person submit to the taking of a breath or blood sample, whether or not consent has been given, the officer shall read the required information contained in the Implied Consent Advisory Card provided by the New Mexico Department of Transportation.

504.5.2 BREATH SAMPLES

The Chief of Police or the authorized designee should ensure that all devices used for the collection and analysis of breath samples are properly serviced and tested, and that a record of such service and testing is properly maintained.

Officers obtaining a breath sample should monitor the device for any sign of malfunction. Any anomalies or equipment failures should be noted in the appropriate report and promptly reported to the Chief of Police or the authorized designee.

504.5.3 BLOOD SAMPLES

Only persons authorized by law to draw blood shall collect blood samples (NMSA § 66-8-103; NMSA § 66-8-109). The blood draw should be witnessed by the assigned officer. No officer, even if properly certified, should perform this task.

Officers should inform an arrestee that if they choose to provide a blood sample, a separate sample can be collected for alternate testing. Unless medical personnel object, two samples should be collected and retained as evidence, so long as only one puncture is required.

The blood sample shall be packaged, marked, handled, stored, and transported as required by the testing facility.

If an arrestee cannot submit to a blood draw because they have a bleeding disorder or have taken medication that inhibits coagulation, they shall not be required to take a blood test. Such inability to take a blood test shall not be considered a refusal. However, that arrestee may be required to complete another available and viable test.

504.5.4 ADDITIONAL TESTING

The arrestee shall be advised of their right to arrange for a physician, licensed professional, or qualified technician of their own choosing to perform a chemical test in addition to any test performed at the direction of the officer.

If an arrestee requests test results, officers shall provide all test information to the arrestee as soon as it is practicable after receiving it from the person performing the test (NMSA § 66-8-109).

504.6 REFUSALS

When an arrestee refuses to provide a chemical sample, officers should:

(a) Advise the arrestee of the requirement to provide a sample.

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(b) Audio- and/or video-record the admonishment and the response when it is practicable.

(c) Document the refusal in the appropriate report.

504.6.1 STATUTORY NOTIFICATIONS

Upon refusal to submit to a chemical test, or where an arrestee submits to a chemical test that demonstrates impairment under state law, officers shall personally serve the written notice of revocation and right to a hearing before the administrative hearings office upon the arrestee (NMSA § 66-8-111.1).

504.6.2 STATE LAW REGARDING BLOOD SAMPLES

There is no implied consent to a blood draw under New Mexico law. Consent for blood draws must be explicitly stated and voluntary. Officers are cautioned that advising arrestees of criminal consequences for refusing consent under NMSA § 66-8-102(D)(3) may invalidate the voluntariness of their subsequent consent to a blood draw.

A blood sample may be obtained from a person who refuses to submit to a chemical test when any of the following conditions exist:

(a) A search warrant has been obtained.

(b) The officer can articulate that probable cause to believe the motorist is under the influence of alcohol or a controlled substance and exigent circumstances exist. Exigency does not exist solely because of the short time period associated with the natural dissipation of alcohol or controlled or prohibited substances in the person's bloodstream. Exigency can be established by the existence of special facts that would justify a warrantless blood draw under the circumstances. Officers should seek guidance from the District Attorney's Office regarding whether an exigency exists.

504.6.3 FORCED BLOOD SAMPLE

If an arrestee indicates by word or action that they will physically resist a blood draw, the officer should request a supervisor to respond.

The responding supervisor should:

(a) Evaluate whether using force to obtain a blood sample is appropriate under the circumstances.

(b) Ensure that all attempts to obtain a blood sample through force cease if the person agrees to, and completes, a viable form of testing in a timely manner.

(c) Advise the person of their duty to provide a sample (even if this advisement was previously done by another officer) and attempt to persuade the individual to submit to providing such a sample without physical resistance.

    1. This dialogue should be recorded on audio and/or video when practicable.

(d) Ensure that the blood sample is taken in a medically approved manner.

(e) Ensure that the forced blood draw is recorded on audio and/or video when practicable.

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(f) Monitor and ensure that the type and level of force applied appears reasonable under the circumstances:

1. Unless otherwise provided in a warrant, force should generally be limited to handcuffing or similar restraint methods.
2. In misdemeanor cases, if the arrestee becomes violent or more resistant, no additional force will be used and a refusal should be noted in the report.
3. In felony cases, force which reasonably appears necessary to overcome the resistance to the blood draw may be permitted.

(g) Ensure the use of force and methods used to accomplish the collection of the blood sample are documented in the related report.

If a supervisor is unavailable, officers are expected to use sound judgment and perform the duties of a supervisor, as set forth above.

504.7 RECORDS SECTION RESPONSIBILITIES

The Records Clerk will ensure that all case-related records are transmitted according to current records procedures and as required by the prosecuting attorney's office.

504.8 ADMINISTRATIVE HEARINGS

The Records Clerk will ensure that all appropriate reports and documents related to administrative license suspensions are reviewed and forwarded to the Motor Vehicle Division (MVD).

Any officer who receives notice of required attendance at an administrative license suspension hearing should promptly notify the prosecuting attorney.

An officer called to testify at an administrative hearing should document the hearing date and the MVD file number in a supplemental report. Specific details of the hearing generally should not be included in the report unless errors, additional evidence, or witnesses are identified.

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Traffic and Parking Citations

505.1 PURPOSE AND SCOPE

This policy outlines the responsibilities for issuing, correcting, voiding, and dismissing traffic and parking citations.

505.2 POLICY

It is the policy of the Truth or Consequences Police Department to enforce traffic laws fairly and equally. Authorized members may issue a traffic citation, parking citation, or written or verbal warning based upon the circumstances of the contact and in the best interest of the motoring public and community safety. The guidelines and requirements outlined in this policy also apply to any department-approved electronic citation device, as appropriate and applicable.

505.3 RESPONSIBILITIES

If paper citations are used, the Records Section shall be responsible for the supply and accounting of all traffic and parking citations issued to members of this department. Citations will be kept in a secure location and issued to members by the Records Section staff. Members will sign for the citation books when issued or upon return of unused citations (NMSA § 66-8-132).

Members of the Truth or Consequences Police Department shall only use department-approved traffic and parking citation forms.

505.3.1 WRITTEN OR VERBAL WARNINGS

Written or verbal warnings may be issued when the department member believes it is appropriate. The Records Section should maintain information relating to traffic stops in which a written warning is issued. Written warnings are retained by this department in accordance with the established records retention schedule.

505.4 TRAFFIC CITATIONS

505.4.1 VOIDING

Citations spoiled or issued in error shall be marked "void" in large letters on the face and signed by the officer in accordance with NMSA § 66-8-133.

Voiding a traffic citation may also occur when the citation has not been completed or when it is completed but not issued. All copies of the voided citation shall be presented to a supervisor for approval. The citation and copies shall then be forwarded to the Records Section.

505.4.2 DISMISSAL

Members of this department do not have the authority to dismiss a traffic citation once it has been issued. Only the court has that authority. Any request from a recipient to dismiss a citation shall be referred to a supervisor. Upon a review of the circumstances involving the issuance of the traffic citation, the supervisor may request the Chief of Police or the authorized designee to recommend dismissal. If approved, the citation will be forwarded to the appropriate prosecutor with a request

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for dismissal. All recipients of traffic citations whose request for dismissal has been denied shall be referred to the appropriate court.

Prior to a court hearing, a member may submit a request for dismissal of a traffic citation to their supervisor. The request must be in writing and should include the reason for dismissal (i.e., in the interest of justice, prosecution is deemed inappropriate). Upon a review of the circumstances involving the issuance of the traffic citation, the supervisor may forward the request to the Chief of Police or the authorized designee to recommend dismissal. If approved, the citation will be forwarded to the appropriate prosecutor with a request for dismissal.

Should a member determine during a court proceeding that a traffic citation should be dismissed in the interest of justice or where prosecution is deemed inappropriate, the member may request the court to dismiss the citation. Upon such dismissal, the member shall notify their immediate supervisor of the circumstances surrounding the dismissal and shall complete any paperwork as directed or required, and forward it to the Chief of Police or the authorized designee for review.

505.4.3 DISPOSITION

The court and file copies of all traffic citations issued by members of this department shall be forwarded to the member's immediate supervisor for review by the end of each shift. The citation copies shall then be filed with the Records Section.

Upon separation from appointment or employment with this department, all members who were issued traffic citation books shall return any unused citations to the Records Section.

505.4.4 JUVENILE CITATIONS

Completion of traffic citation forms for juveniles may vary slightly from the procedure for adults. The juvenile's age, place of residency, and the type of offense should be considered before issuing a juvenile a citation.

505.5 PARKING CITATION APPEALS

Parking citations may be appealed in accordance with local and state law.

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Disabled Vehicles

506.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for department members who provide assistance to motorists in disabled vehicles within the primary jurisdiction of the Truth or Consequences Police Department.

506.2 POLICY

It is the policy of the Truth or Consequences Police Department to assist motorists with disabled vehicles until those vehicles are safely removed from the roadway. Members should take appropriate action to mitigate potential problems when a vehicle constitutes a traffic hazard or the safety of the motorist is a concern.

506.3 RESPONSIBILITIES

When an on-duty member of this department sees a disabled vehicle on the roadway, the member should make a reasonable effort to provide assistance. If this is not reasonably possible, the dispatcher should be advised of the location of the disabled vehicle and the need for assistance. The dispatcher should then assign another department member to respond as soon as practicable.

506.4 ASSISTANCE

In most cases, a disabled motorist will require assistance. After arrangements for assistance are made, continued involvement by department members will be contingent on the time of day, the location, the availability of department resources, and the vulnerability of the disabled motorist.

506.4.1 MECHANICAL REPAIRS

Department members shall not make mechanical repairs to a disabled vehicle. The use of push bumpers, with consent of the owner, to relocate vehicles to a position of safety is not considered a mechanical repair.

506.4.2 RELOCATION OF DISABLED VEHICLES

The relocation of disabled vehicles by members of this department by pushing or pulling a vehicle should only occur when the conditions reasonably indicate that immediate movement is necessary to reduce a hazard presented by the disabled vehicle.

506.4.3 RELOCATION OF MOTORISTS

The relocation of a motorist with a disabled vehicle should only occur with the person's consent and should be suggested when conditions reasonably indicate that immediate movement is necessary to mitigate a potential hazard. The department member may stay with the motorist or transport them to a safe area to await pickup.

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Chapter 6 - Investigation Operations

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Investigation and Prosecution

600.1 PURPOSE AND SCOPE

The purpose of this policy is to set guidelines and requirements pertaining to the handling and dispositions of criminal investigations.

600.2 POLICY

It is the policy of the Truth or Consequences Police Department to investigate crimes thoroughly and with due diligence, and to evaluate and prepare criminal cases for appropriate clearance or submission to a prosecutor.

600.3 INITIAL INVESTIGATION

600.3.1 OFFICER RESPONSIBILITIES

An officer responsible for an initial investigation shall complete no less than the following:

(a) Make a preliminary determination of whether a crime has been committed by completing, at a minimum:
    1. An initial statement from any witnesses or complainants.
    2. A cursory examination for evidence.

(b) If information indicates a crime has occurred, the officer shall:
    1. Preserve the scene and any evidence as required to complete the initial and follow-up investigation.
    2. Determine whether additional investigative resources (e.g., investigators or scene processing) are necessary and request assistance as required.
    3. If assistance is warranted, or if the incident is not routine, notify a supervisor.
    4. Make reasonable attempts to locate, identify, and interview all available victims, complainants, witnesses, and suspects.
    5. Collect any evidence.
    6. Take any appropriate law enforcement action.
    7. Complete and submit the appropriate reports and documentation.

(c) If the preliminary determination is that no crime occurred, determine what other action may be necessary and what other resources may be available, and advise the informant or complainant of this information.

600.3.2 NON-SWORN MEMBER RESPONSIBILITIES

A non-sworn member assigned to any preliminary investigation is responsible for all investigative steps, except making any attempt to locate, contact, or interview a suspect face-to-face or take any enforcement action. Should an initial investigation indicate that those steps are required, the assistance of an officer shall be requested.

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600.4 CUSTODIAL INTERROGATION REQUIREMENTS

Suspects who are in custody and subjected to an interrogation shall be given the *Miranda* warning, unless an exception applies. Interview or interrogation of a juvenile shall be in accordance with the Temporary Custody of Juveniles Policy.

600.4.1 AUDIO/VIDEO RECORDINGS

Any custodial interrogation of an individual who is suspected of having committed any felony offense should be recorded (audio or video with audio as available) in its entirety (including the administration of *Miranda* rights). Regardless of where the interrogation occurs, every reasonable effort should be made to secure functional recording equipment to accomplish such recordings.

Officers who do not record custodial interrogations shall only not do so if they make a contemporaneous written or electronic record of the reason for not doing so. The only acceptable reasons not to record the interrogation are (NMSA § 29-1-16):

(a) The electronic recording equipment was not reasonably available.

(b) The electronic recording equipment failed and obtaining replacement equipment was not feasible.

(c) The individual refused to be recorded.

(d) The statement was made in a court proceeding or a grand jury proceeding.

Consideration should also be given to recording a custodial interrogation, or any investigative interview, for any other offense when it is reasonable to believe it would be appropriate and beneficial to the investigation and is otherwise allowed by law.

No recording of a custodial interrogation should be destroyed or altered without written authorization from the prosecuting attorney and the assigned supervisor. Copies of recorded interrogations or interviews may be made in the same or a different format as the original recording, provided the copies are true, accurate, and complete, and are made only for authorized and legitimate law enforcement purposes.

Recordings should not take the place of a thorough report and investigative interviews. Written statements from suspects should continue to be obtained when applicable.

600.5 DISCONTINUATION OF INVESTIGATIONS

The investigation of a criminal case or efforts to seek prosecution should only be discontinued if one of the following applies:

(a) All reasonable investigative efforts have been exhausted, there is no reasonable belief that the person who committed the crime can be identified, and the incident has been documented appropriately.

(b) The perpetrator of a misdemeanor has been identified and a warning is the most appropriate disposition.

    1. In these cases, the investigator shall document that the person was warned and why prosecution was not sought.

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2. Warnings shall not be given for felony offenses or other offenses identified in this policy or by law that require an arrest or submission of a case to a prosecutor.

(c) The case has been submitted to the appropriate prosecutor but no charges have been filed, further investigation is not reasonable, and the prosecutor has not requested further investigation.

(d) The case has been submitted to the appropriate prosecutor; charges have been filed; further investigation is not reasonable, warranted, or requested; and there is no need to take the suspect into custody.

(e) Suspects have been arrested, there are no other suspects, and further investigation is either not warranted or requested.

(f) Investigation has proved that a crime was not committed (see the Sexual Assault Investigations Policy for special considerations in these cases).

The Domestic Abuse, Child Abuse, Sexual Assault Investigations, and Adult Abuse policies may also require an arrest or submittal of a case to a prosecutor.

600.6 COMPUTERS AND DIGITAL EVIDENCE

The collection, preservation, transportation, and storage of computers, cell phones, and other digital devices may require specialized handling to preserve the value of the related evidence. If it is anticipated that computers or similar equipment will be seized, officers should request that computer forensic examiners assist with seizing computers and related evidence. If a forensic examiner is unavailable, officers should take reasonable steps to prepare for such seizure and use the resources that are available.

600.7 INVESTIGATIVE USE OF SOCIAL MEDIA AND INTERNET SOURCES

Use of social media and any other internet source to access information for the purpose of criminal investigation shall comply with applicable laws and policies regarding privacy, civil rights, and civil liberties. Information gathered via the internet should only be accessed by members while on-duty and for purposes related to the mission of this department. If a member encounters information relevant to a criminal investigation while off-duty or while using their own equipment, the member should note the dates, times, and locations of the information and report the discovery to their supervisor as soon as practicable. The member, or others who have been assigned to do so, should attempt to replicate the finding when on-duty and using department equipment.

Information obtained via the internet should not be archived or stored in any manner other than department-established record keeping systems (see the Records Maintenance and Release and Criminal Organizations policies).

600.7.1 ACCESS RESTRICTIONS

Information that can be accessed from any department computer without the need of an account, password, email address, alias, or other identifier (unrestricted websites) may be accessed and used for legitimate investigative purposes without supervisory approval.

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Accessing information from any internet source that requires the use or creation of an account, password, email address, alias, or other identifier, or the use of nongovernment IP addresses, requires supervisor approval prior to access. The supervisor will review the justification for accessing the information and consult with legal counsel as necessary to identify any policy or legal restrictions. Any such access and the supervisor approval shall be documented in the related investigative report.

Accessing information that requires the use of a third party's account or online identifier requires supervisor approval and the consent of the third party. The consent must be voluntary and shall be documented in the related investigative report.

Information gathered from any internet source should be evaluated for its validity, authenticity, accuracy, and reliability. Corroborative evidence should be sought and documented in the related investigative report.

Any information collected in furtherance of an investigation through an internet source should be documented in the related report. Documentation should include the source of information and the dates and times that the information was gathered.

600.7.2 INTERCEPTING ELECTRONIC COMMUNICATION

Intercepting social media communications in real time may be subject to federal and state wiretap laws. Officers should seek legal counsel before any such interception.

600.8 IDENTITY THEFT

A report should be taken any time a person living within the jurisdiction of the Truth or Consequences Police Department reports that they have been a victim of identity theft. This includes:

(a) Taking a report, even if the location of the crime is outside the jurisdiction of this department or has not been determined.

(b) Providing the victim with the appropriate information, as set forth in the Victim and Witness Assistance Policy. Department members should encourage the individual to review the material and should assist with any questions.

A report should also be taken if a person living outside department jurisdiction reports an identity theft that may have been committed or facilitated within this jurisdiction (e.g., use of a post office box in Truth or Consequences to facilitate the crime).

A member investigating a case of identity theft should ensure that the case is referred to the appropriate agency if it is determined that this department should not be the investigating agency (e.g., an identity theft ring working from out of state). The victim should be advised that the case is being transferred to the agency of jurisdiction. The appropriate entries should be made into any databases that have been authorized for department use and are specific to this type of investigation.

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Written reports of interviews with victims shall be completed on the appropriate forms provided by the New Mexico Attorney General's Office. Officers shall submit a copy of the report to be filed with the office of the attorney general (NMSA § 29-1-17).

600.9 MODIFICATION OF CHARGES FILED

Members are not authorized to recommend to the prosecutor or to any other official of the court that charges on a pending case be amended or dismissed without the authorization of the Chief of Police or the authorized designee. Any authorized request to modify the charges or to recommend dismissal of charges shall be made to the prosecutor.

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Sexual Assault Investigations

601.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the investigation of sexual assaults. These guidelines will address some of the unique aspects of such cases and the effects that these crimes have on the victims.

Mandatory notification requirements are addressed in the Child Abuse and Adult Abuse policies.

601.1.1 DEFINITIONS

Definitions related to this policy include:

Sexual assault - Any crime or attempted crime of a sexual nature, to include but not limited to offenses defined in NMSA § 30-9-10 through NMSA § 30-9-16 and NMSA § 30-10-3.

Sexual Assault Response Team (SART) - A multidisciplinary team generally comprised of advocates; law enforcement officers; forensic medical examiners, including sexual assault forensic examiners (SAFEs) or sexual assault nurse examiners (SANEs) if possible; forensic laboratory personnel; and prosecutors. The team is designed to coordinate a broad response to sexual assault victims.

601.2 POLICY

It is the policy of the Truth or Consequences Police Department that its members, when responding to reports of sexual assaults, will strive to minimize the trauma experienced by the victims, and will aggressively investigate sexual assaults, pursue expeditious apprehension and conviction of perpetrators, and protect the safety of the victims and the community.

601.3 QUALIFIED INVESTIGATORS

Qualified investigators should be available for assignment of sexual assault investigations. These investigators should:

(a) Have specialized training in, and be familiar with, interview techniques and the medical and legal issues that are specific to sexual assault investigations.

(b) Conduct follow-up interviews and investigation.

(c) Present appropriate cases of alleged sexual assault to the prosecutor for review.

(d) Coordinate with other enforcement agencies, social service agencies, and medical personnel as needed.

(e) Provide referrals to therapy services, victim advocates, and support for the victim.

(f) Participate in or coordinate with SART or other multidisciplinary investigative teams as applicable.

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601.4 REPORTING

In all reported or suspected cases of sexual assault, a report should be written and assigned for follow-up investigation. This includes incidents in which the allegations appear unfounded or unsubstantiated.

601.5 VICTIM INTERVIEWS

The primary considerations in sexual assault investigations, which begin with the initial call to SCRDA, should be the health and safety of the victim, the preservation of evidence, and preliminary interviews to determine if a crime has been committed and to attempt to identify the suspect.

Whenever possible, a member of the SART or the multidisciplinary response team should be included in the initial victim interviews.

An in-depth follow-up interview should not be conducted until after the medical and forensic examinations are completed and the personal needs of the victim have been met (e.g., change of clothes, bathing). The follow-up interview may be delayed to the following day based upon the circumstances. Whenever practicable, the follow-up interview should be conducted by a qualified investigator.

No opinion of whether the case is unfounded should be included in a report.

Victims shall not be asked or required to take a polygraph examination (34 USC § 10451; NMSA § 30-9-21).

Victims should be apprised of survivor's rights and other applicable victim's rights provisions, as outlined in the Victim and Witness Assistance Policy.

601.5.1 VICTIM RIGHTS

Before interviewing a victim, the assigned officer shall (NMSA § 30-9-21):

(a) Provide the victim with a copy of the document produced by the New Mexico Department of Public Safety regarding the rights of sexual assault survivors and obtain the victim's signature acknowledging receipt of the form.

(b) Inform the victim of the right to:

1. Have a support person present during the interview.
2. Consult with a counselor, sexual assault victim advocate, or support person prior to the interview.
3. Request a different officer to conduct the interview if the victim believes the officer is unsupportive or inadequately trained.

601.6 COLLECTION AND TESTING OF BIOLOGICAL EVIDENCE

Whenever possible, a SART or the multidisciplinary response team member should be involved in the collection of forensic evidence from the victim.

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When the facts of the case indicate that collection of biological evidence is warranted, it should be collected regardless of how much time has elapsed since the reported assault. If a drug-facilitated sexual assault is suspected, urine and blood samples should be collected from the victim as soon as practicable.

Subject to requirements set forth in this policy, biological evidence from all sexual assault cases, including cases where the suspect is known by the victim, should be submitted for testing.

Victims who choose not to assist with an investigation, do not desire that the matter be investigated, or wish to remain anonymous may still consent to the collection of evidence under their control. In these circumstances, the evidence should be collected and stored appropriately.

601.6.1 COLLECTION AND TESTING REQUIREMENTS

Members investigating sexual assaults or handling related evidence are required to do the following (NMSA § 30-9-19):

(a) Upon the receipt of a sexual assault examination kit (NMSA § 30-9-21):

1. Confirm the victim's contact information and request that the victim update the Department if such information changes.
2. Inform the victim of the right to have the kit tested within 180 days.
3. Inform the victim of the right to request information from the Department whether the kit has been tested, when results are expected, and whether a DNA profile was developed from the kit.
4. Inform the victim regarding the online statewide sexual assault evidence kit tracking system.

(b) Submit a sexual assault examination kit to the lab serving the Department as soon as practicable and no later than 30 days from receipt.

Additional guidance regarding evidence retention and destruction is found in the Evidence Vault Policy.

601.6.2 DNA TEST RESULTS

Members investigating sexual assault cases should notify victims of any DNA test results as soon as reasonably practicable. Test results include whether a DNA profile was developed from the sexual assault examination kit, and if so, whether a DNA profile match was identified (NMSA § 30-9-21).

A SART or the multidisciplinary response team member should be consulted regarding the best way to deliver biological testing results to a victim so as to minimize victim trauma, especially in cases where there has been a significant delay in getting biological testing results (e.g., delays in testing the evidence or delayed DNA databank hits). Members should make reasonable efforts to assist the victim by providing available information on local assistance programs and organizations as provided in the Victim and Witness Assistance Policy.

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Members investigating sexual assaults cases should ensure that DNA results are entered into databases when appropriate and as soon as practicable.

601.7 DISPOSITION OF CASES

If the assigned investigator has reason to believe the case is without merit, the case may be classified as unfounded only upon review and approval of the assigned supervisor.

Classification of a sexual assault case as unfounded requires the assigned supervisor to determine that the facts have significant irregularities with reported information and that the incident could not have happened as it was reported. When a victim has recanted their original statement, there must be corroborating evidence that the allegations were false or baseless (i.e., no crime occurred) before the case should be determined as unfounded.

601.8 CASE REVIEW

The assigned supervisor should ensure cases are reviewed on a periodic basis, at least annually, using an identified group that is independent of the investigation process. The reviews should include an analysis of:

- Case dispositions.
- Decisions to collect biological evidence.
- Submissions of biological evidence for lab testing.

The SART or multidisciplinary response team and/or victim advocates should be considered for involvement in this audit. Summary reports on these reviews should be forwarded through the chain of command to the Chief of Police.

601.9 RELEASING INFORMATION TO THE PUBLIC

In cases where the perpetrator is not known to the victim, and especially if there are multiple crimes where more than one appear to be related, consideration should be given to releasing information to the public whenever there is a reasonable likelihood that doing so may result in developing helpful investigative leads. The assigned supervisor should weigh the risk of alerting the suspect to the investigation with the need to protect the victim and the public, and to prevent more crimes.

601.10 TRAINING

Subject to available resources, periodic training should be provided to:

(a) Members who are first responders. Training should include:

1. Initial response to sexual assaults.
2. Legal issues.
3. Victim advocacy.
4. Victim's response to trauma.

(b) Qualified investigators, who shall receive advanced training through in-service programs (NMSA § 29-11-5). Advanced training should include:

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1. Interviewing sexual assault victims.
2. SART or multidisciplinary response team.
3. Medical and legal aspects of sexual assault investigations.
4. Serial crimes investigations.
5. Use of community and other federal and state investigative resources, such as the Violent Criminal Apprehension Program (ViCAP).
6. Techniques for communicating with victims to minimize trauma.

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Informants

602.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the use of informants.

602.1.1 DEFINITIONS

Definitions related to this policy include:

Informant - A person who covertly interacts with other individuals or suspects at the direction or request of, or by agreement with, the Truth or Consequences Police Department for law enforcement purposes. This also includes a person agreeing to supply information to the Truth or Consequences Police Department for a benefit (e.g., a quid pro quo in the form of a reduced criminal penalty, money).

602.2 POLICY

The Truth or Consequences Police Department recognizes the value of informants to law enforcement efforts and will strive to protect the integrity of the informant process. It is the policy of this department that all funds related to informant payments will be routinely audited and that payments to informants will be made according to the criteria outlined in this policy.

602.3 USE OF INFORMANTS

602.3.1 INITIAL APPROVAL

Before using an individual as an informant, an officer must receive approval from their supervisor. The officer shall compile sufficient information through a background investigation and experience with the informant in order to determine the suitability of the individual, including age, maturity, and risk of physical harm, as well as any indicators of their reliability and credibility.

Members of this department should not guarantee absolute safety or confidentiality to an informant.

602.3.2 JUVENILE INFORMANTS

The use of informants under the age of 13 is prohibited.

In all cases, a juvenile 13 years of age or older may only be used as an informant with the written consent of each of the following:

(a) The juvenile's parents or legal guardians

(b) The juvenile's attorney, if any

(c) The court in which the juvenile's case is being handled, if applicable

(d) The Chief of Police or the authorized designee

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602.3.3 INFORMANT AGREEMENTS

All informants are required to sign and abide by the provisions of the designated department informant agreement. The officer using the informant shall discuss each of the provisions of the agreement with the informant.

Details of the agreement are to be approved in writing by a supervisor before being finalized with the informant.

602.4 INFORMANT INTEGRITY

To maintain the integrity of the informant process, the following must be adhered to:

(a) The identity of an informant acting in a confidential capacity shall not be withheld from the Chief of Police, assigned supervisor, or their authorized designees.

1. Identities of informants acting in a confidential capacity shall otherwise be kept confidential.

(b) Criminal activity by informants shall not be condoned.

(c) Informants shall be told they are not acting as police officers, employees, or agents of the Truth or Consequences Police Department, and that they shall not represent themselves as such.

(d) The relationship between department members and informants shall always be ethical and professional.

1. Members shall not become intimately involved with an informant.
2. Social contact shall be avoided unless it is necessary to conduct an official investigation, and only with prior approval of the assigned supervisor.
3. Members shall neither solicit nor accept gratuities or engage in any private business transaction with an informant.

(e) Officers shall not meet with informants in a private place unless accompanied by at least one additional officer or with prior approval of the assigned supervisor.

1. Officers may meet informants alone in an occupied public place, such as a restaurant.

(f) When contacting informants for the purpose of making payments, officers shall arrange for the presence of another officer.

(g) In all instances when department funds are paid to informants, a voucher shall be completed in advance, itemizing the expenses.

(h) Since the decision rests with the appropriate prosecutor, officers shall not promise that the informant will receive any form of leniency or immunity from criminal prosecution.

602.4.1 UNSUITABLE INFORMANTS

The suitability of any informant should be considered before engaging them in any way in a covert or other investigative process. Members who become aware that an informant may be unsuitable will notify the supervisor, who will initiate a review to determine suitability. Until a determination has been made by a supervisor, the informant should not be used by any member. The supervisor shall

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determine whether the informant should be used by the Department and, if so, what conditions will be placed on their participation or any information the informant provides. The supervisor shall document the decision and conditions in file notes and mark the file "unsuitable" when appropriate.

Considerations for determining whether an informant is unsuitable include but are not limited to the following:

(a) The informant has provided untruthful or unreliable information in the past.

(b) The informant behaves in a way that may endanger the safety of an officer.

(c) The informant reveals to suspects the identity of an officer or the existence of an investigation.

(d) The informant appears to be using their affiliation with this department to further criminal objectives.

(e) The informant creates officer-safety issues by providing information to multiple law enforcement agencies simultaneously, without prior notification and approval of each agency.

(f) The informant engages in any other behavior that could jeopardize the safety of officers or the integrity of a criminal investigation.

(g) The informant commits criminal acts subsequent to entering into an informant agreement.

602.5 INFORMANT FILES

Informant files shall be utilized as a source of background information about the informant, to enable review and evaluation of information provided by the informant, and to minimize incidents that could be used to question the integrity of department members or the reliability of the informant.

Informant files shall be maintained in a secure area within the Department. The assigned supervisor or the authorized designee shall be responsible for maintaining informant files. Access to the informant files shall be restricted to the Chief of Police, assigned supervisor, or their authorized designees.

The Chief of Police should arrange for an audit using a representative sample of randomly selected informant files on a periodic basis, but no less than one time per year. If the assigned supervisor is replaced, the files will be audited before the new supervisor takes over management of the files. The purpose of the audit is to ensure compliance with file content and updating provisions of this policy. The audit should be conducted by a supervisor who does not have normal access to the informant files.

602.5.1 FILE SYSTEM PROCEDURE

A separate file shall be maintained on each informant and shall be coded with an assigned informant control number. An informant history that includes the following information shall be prepared for each file:

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(a) Name and aliases

(b) Date of birth

(c) Physical description: sex, race, height, weight, hair color, eye color, scars, tattoos, or other distinguishing features

(d) Photograph

(e) Current home address and telephone numbers

(f) Current employers, positions, addresses, and telephone numbers

(g) Vehicles owned and registration information

(h) Places frequented

(i) Briefs of information provided by the informant and their subsequent reliability

1. If an informant is determined to be unsuitable, the informant's file is to be marked "unsuitable" and notations included detailing the issues that caused this classification.

(j) Name of the officer initiating use of the informant

(k) Signed informant agreement

(l) Update on active or inactive status of informant

602.6 INFORMANT PAYMENTS

No informant will be told in advance or given an exact amount or percentage for their service. The amount of funds to be paid to any informant will be evaluated against the following criteria:

- The extent of the informant's personal involvement in the case
- The significance, value, or effect on crime
- The value of assets seized
- The quantity of the drugs or other contraband seized
- The informant's previous criminal activity
- The level of risk taken by the informant

The assigned supervisor, after considering the above criteria, will submit the recommended type and level of payment to the Chief of Police for approval.

602.6.1 PAYMENT PROCESS

Approved payments to an informant should be in cash using the following process:

(a) Payments of $500 and under may be paid in cash from a designated buy/expense fund.

1. The assigned supervisor shall sign the voucher for cash payouts from the buy/expense fund.

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(b) Payments exceeding $500 shall be made by issuance of a check, payable to the officer who will be delivering the payment.

1. The check shall list the case numbers related to and supporting the payment.
2. A written statement of the informant's involvement in the case shall be placed in the informant's file.
3. The statement shall be signed by the informant verifying the statement as a true summary of their actions in the case.
4. Authorization signatures from the Chief of Police and the City Manager are required for disbursement of the funds.

(c) To complete the payment process for any amount, the officer delivering the payment shall complete a cash transfer form.

1. The cash transfer form shall include:
   (a) Date.
   (b) Payment amount.
   (c) Truth or Consequences Police Department case number.
   (d) A statement that the informant is receiving funds in payment for information voluntarily rendered.
2. The cash transfer form shall be signed by the informant.
3. The cash transfer form will be kept in the informant's file.

602.6.2 REPORTING OF PAYMENTS

Each informant receiving a cash payment shall be advised of their responsibility to report the cash to the Internal Revenue Service (IRS) as income. If funds distributed exceed $600 in any reporting year, the informant should be provided IRS Form 1099 (26 CFR 1.6041-1). If such documentation or reporting may reveal the identity of the informant and by doing so jeopardize any investigation, the safety of officers, or the safety of the informant (26 CFR 1.6041-3), then IRS Form 1099 should not be issued.

In such cases, the informant shall be provided a letter identifying the amount they must report on a tax return as "other income" and shall be required to provide a signed acknowledgement of receipt of the letter. The completed acknowledgement form and a copy of the letter shall be retained in the informant's file.

602.6.3 AUDIT OF PAYMENTS

The assigned supervisor or the authorized designee shall be responsible for compliance with any audit requirements associated with grant provisions and applicable state and federal law.

At least once every six months, the Chief of Police or the authorized designee should conduct an audit of all informant funds for the purpose of accountability and security of the funds. The funds and related documents (e.g., buy/expense fund records, cash transfer forms, invoices, receipts, logs) will assist with the audit process.

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Eyewitness Identification

603.1 PURPOSE AND SCOPE

This policy sets forth guidelines to be used when members of this department employ eyewitness identification techniques (NMSA § 29-3B-3).

603.1.1 DEFINITIONS

Definitions related to this policy include (NMSA § 29-3B-2):

Eyewitness identification process - Any field identification, live lineup, or photographic identification.

Field identification - A live presentation of a single individual to a witness following the commission of a criminal offense for the purpose of identifying or eliminating the person as the suspect. A field identification is also referred to as a showup.

Live lineup - A live presentation of individuals to a witness for the purpose of identifying or eliminating an individual as the suspect.

Photographic lineup - Presentation of photographs to a witness for the purpose of identifying or eliminating an individual as the suspect.

603.2 POLICY

The Truth or Consequences Police Department will strive to use eyewitness identification techniques, when appropriate, to enhance the investigative process and will emphasize identifying persons responsible for crime and exonerating the innocent.

603.3 INTERPRETIVE SERVICES

Members should make a reasonable effort to arrange for an interpreter before proceeding with eyewitness identification if communication with a witness is impeded due to language or hearing barriers.

Before the interpreter is permitted to discuss any matter with the witness, the investigating member should explain the identification process to the interpreter. Once it is determined that the interpreter comprehends the process and can explain it to the witness, the eyewitness identification may proceed as provided for within this policy.

603.4 EYEWITNESS IDENTIFICATION PROCESS AND FORM

The Chief of Police or the authorized designee shall be responsible for the development and maintenance of an eyewitness identification process for use by members when they are conducting eyewitness identifications.

The process should include appropriate forms or reports that provide:

(a) The date, time, and location of the eyewitness identification procedure (NMSA § 29-3B-3).

(b) The name and identifying information of the witness.

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(c) The name of the person administering the identification procedure.

(d) If applicable, the names of all individuals present during the identification procedure.

(e) An instruction to the witness that it is as important to exclude innocent persons as it is to identify a perpetrator.

(f) An instruction to the witness that the perpetrator may or may not be among those presented and that the witness is not obligated to make an identification (NMSA § 29-3B-3).

(g) If the identification process is a photographic or live lineup, an instruction to the witness that the perpetrator may not appear exactly as they did on the date of the incident.

(h) An instruction to the witness that the investigation will continue regardless of whether an identification is made by the witness (NMSA § 29-3B-3).

(i) A signature line where the witness acknowledges that they understand the identification procedures and instructions.

(j) A statement from the witness in the witness's own words describing how certain they are of the identification or non-identification. This statement should be taken at the time of the identification procedure (NMSA § 29-3B-3).

(k) Any other direction to meet the requirements of NMSA § 29-3B-3.

The process and related forms should be reviewed at least annually and modified when necessary.

603.5 EYEWITNESS IDENTIFICATION

Members are cautioned not to, in any way, influence a witness as to whether any subject or photo presented in a lineup is in any way connected to the case (NMSA § 29-3B-3). Members should avoid mentioning that:

- The individual was apprehended near the crime scene.
- The evidence points to the individual as the suspect.
- Other witnesses have identified or failed to identify the individual as the suspect.

In order to avoid undue influence, witnesses should view suspects or a lineup individually and outside the presence of other witnesses, with the same suspect placed in a different position for each identification procedure (NMSA § 29-3B-3). Witnesses should be instructed to avoid discussing details of the incident or of the identification process with other witnesses.

Whenever feasible, the eyewitness identification procedure should be video recorded, and the recording should be retained according to current evidence procedures (NMSA § 29-3B-3).

603.6 PHOTOGRAPHIC LINEUP AND LIVE LINEUP CONSIDERATIONS

When practicable, the member presenting the lineup should not be involved in the investigation of the case or know the identity of the suspect. In no case should the member presenting a lineup to a witness know which photograph or person in the lineup is being viewed by the witness. Techniques to achieve this include randomly numbering photographs, shuffling folders, or using a computer program to order the persons in the lineup (NMSA § 29-3B-3).

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Individuals in the lineup should reasonably match the description of the perpetrator provided by the witness and should bear similar characteristics to avoid causing any person to unreasonably stand out (NMSA § 29-3B-3). In cases involving multiple suspects, a separate lineup should be conducted for each suspect. The suspects should be placed in a different order within each lineup.

The member presenting the lineup should do so sequentially (i.e., show the witness one person at a time) and not simultaneously (NMSA § 29-3B-3). The witness should view all persons in the lineup.

A live lineup should only be used before criminal proceedings have been initiated against the suspect. If there is any question as to whether any criminal proceedings have begun, the investigating member should contact the appropriate prosecuting attorney before proceeding.

603.6.1 ADDITIONAL CONSIDERATIONS
A lineup should use (NMSA § 29-3B-3):

(a) At least four fillers in a live lineup and at least five fillers in a photo lineup.

(b) When practicable, a photograph of the suspect that is contemporary and resembles their appearance at the time of the offense.

603.7 FIELD IDENTIFICATION CONSIDERATIONS

Field identifications may be helpful in certain cases where exigent circumstances make it impracticable to conduct a photo or live lineup identification. A field identification should not be used when independent probable cause exists to arrest a suspect. In such cases a live or photo lineup is the preferred course of action if eyewitness identification is contemplated (NMSA § 29-3B-3).

When initiating a field identification, the member should observe the following guidelines:

(a) Obtain a complete description of the suspect from the witness.

(b) Assess whether a witness should be included in a field identification process by considering:

1. The length of time the witness observed the suspect.
2. The distance between the witness and the suspect.
3. Whether the witness could view the suspect's face.
4. The quality of the lighting when the suspect was observed by the witness.
5. Whether there were distracting noises or activity during the observation.
6. Any other circumstances affecting the witness's opportunity to observe the suspect.
7. The length of time that has elapsed since the witness observed the suspect.

(c) If safe and practicable, the person who is the subject of the field identification should not be handcuffed or in a patrol vehicle (NMSA § 29-3B-3).

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(d) When feasible, members should bring the witness to the location of the subject of the field identification, rather than bring the subject of the field identification to the witness (NMSA § 29-3B-3).

(e) The person who is the subject of the field identification should not be shown to the same witness more than once.

(f) In cases involving multiple suspects, witnesses should only be permitted to view the subjects of the field identification one at a time.

(g) The person who is the subject of the field identification should not be required to put on clothing worn by the suspect, to speak words uttered by the suspect, or to perform other actions mimicking those of the suspect.

(h) If a witness positively identifies a subject of a field identification as the suspect, members should not conduct any further field identifications with other witnesses for that suspect. In such instances members should document the contact information for any additional witnesses for follow-up, if necessary.

(i) Conduct the field identification as close in time to the commission of the crime as is reasonably practicable (NMSA § 29-3B-3).

603.8 DOCUMENTATION

A thorough description of the eyewitness process and the result of any eyewitness identification should be documented in the case report (NMSA § 29-3B-3).

If a photographic lineup is utilized, a copy of the photographic lineup presented to the witness should be included in the case report (NMSA § 29-3B-3). In addition, the order in which the photographs were presented to the witness should be documented in the case report.

Photographic documentation of live lineup members and field identification suspects should be included in the case report (NMSA § 29-3B-3).

603.9 SUBMISSION OF POLICY TO SECRETARY OF PUBLIC SAFETY

The Chief of Police or the authorized designee shall be responsible for ensuring that updates to this policy are submitted to the secretary of public safety within the time required by law (NMSA § 29-3B-3).

603.10 PUBLIC ACCESS TO POLICY

This policy shall be made available to the public upon request (NMSA § 29-3B-3).

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Brady Information

604.1 PURPOSE AND SCOPE

This policy establishes guidelines for identifying and releasing potentially exculpatory or impeachment information (so-called "*Brady* information") to a prosecuting attorney.

604.1.1 DEFINITIONS

Definitions related to this policy include:

***Brady* information** - Information known or possessed by the Truth or Consequences Police Department that is both favorable and material to the current prosecution or defense of a criminal defendant.

604.2 POLICY

The Truth or Consequences Police Department will conduct fair and impartial criminal investigations and will provide the prosecution with both incriminating and exculpatory evidence, as well as information that may adversely affect the credibility of a witness. In addition to reporting all evidence of guilt, the Truth or Consequences Police Department will assist the prosecution by complying with its obligation to disclose information that is both favorable and material to the defense. The Department will identify and disclose to the prosecution potentially exculpatory information, as provided in this policy.

604.3 DISCLOSURE OF INVESTIGATIVE INFORMATION

Officers must include in their investigative reports adequate investigative information and reference to all material evidence and facts that are reasonably believed to be either incriminating or exculpatory to any individual in the case. If an officer learns of potentially incriminating or exculpatory information any time after submission of a case, the officer or the handling investigator must prepare and submit a supplemental report documenting such information as soon as practicable. Supplemental reports shall be promptly processed and transmitted to the prosecutor’s office.

If information is believed to be privileged or confidential (e.g., informant or attorney-client information, attorney work product), the officer should discuss the matter with a supervisor and/or prosecutor to determine the appropriate manner in which to proceed.

Evidence or facts are considered material if there is a reasonable probability that they would affect the outcome of a criminal proceeding or trial. Determining whether evidence or facts are material often requires legal or even judicial review. If an officer is unsure, the officer should address the issue with a supervisor.

Supervisors who are uncertain about whether evidence or facts are material should address the issue in a written memo to an appropriate prosecutor. A copy of the memo should be retained in the department case file.

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604.4 BRADY PROCESS

The Chief of Police shall select a member of the Department to coordinate requests for *Brady* information. This person shall be directly responsible to the Chief of Police or the authorized designee.

The responsibilities of the coordinator include but are not limited to:

(a) Working with the appropriate prosecutors' offices and the City Attorney's office to establish systems and processes to determine what constitutes *Brady* information and the method for notification and disclosure.

(b) Maintaining a current list of members who have *Brady* information in their files or backgrounds.

1. Updating this list whenever potential *Brady* information concerning any department member becomes known to the Department or is placed into a personnel or internal affairs file.

604.5 DISCLOSURE OF REQUESTED INFORMATION

If *Brady* information is located in the personnel file of a member who is a material witness in a criminal case, or in any other file that the Department or a member has an interest in protecting from disclosure, the following procedure shall apply (NMRA, Rule 5-507):

(a) In the event that a motion has not already been filed by the criminal defendant or other party, the prosecuting attorney and department member whose file is related to the motion shall be notified of the potential presence of *Brady* information in the member's personnel file or other file.

(b) The prosecuting attorney or City Attorney should be requested to file a motion in order to initiate an in-camera review by the court.

1. If no motion is filed, the Records Clerk should work with the appropriate counsel to determine whether the records should be disclosed to the prosecutor.

(c) The Records Clerk should accompany all relevant personnel files or other files during any in-camera inspection and address any issues or questions raised by the court in determining whether any information contained in the files is both material and favorable to the criminal defendant.

(d) If the court determines that there is relevant *Brady* information contained in the personnel or other files, only that information ordered released will be copied and released to the necessary parties.

1. Prior to the release of any information pursuant to this process, a protective order should be requested from the court limiting the use of such information to the involved case and requiring the return of all copies upon completion of the case.

(e) If a court has determined that relevant *Brady* information is contained in a member's personnel file in any case, the prosecutor should be notified of that fact in all future cases involving that member.

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604.6 INVESTIGATING BRADY ISSUES

If the Department receives information from any source that a member may have issues of credibility or dishonesty or has been engaged in an act of moral turpitude or criminal conduct, the information shall be investigated and processed in accordance with the Personnel Complaints Policy.

604.7 SUBPOENA PROCESSING

The individual processing subpoenas (or the supervisor of the subpoenaed member) shall check the subpoenaed member's name against the current list of those who are known to have *Brady* information in their files or background, and shall alert the coordinator if a person on the list is subpoenaed.

604.8 TRAINING

Department personnel should receive periodic training on the requirements of this policy.

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Warrant Service

605.1 PURPOSE AND SCOPE

This policy establishes guidelines for the planning and serving of arrest and search warrants by members of this department. It is understood that this policy cannot address every variable or circumstance that can arise in the service of a search or arrest warrant, as these tasks can involve rapidly evolving and unique circumstances.

This policy is intended to be used in conjunction with the Operations Planning and Deconfliction Policy, which has additional guidance on planning and serving high-risk warrants.

This policy is not intended to address the service of search warrants on locations or property already secured or routine field warrant arrests by patrol officers.

605.2 POLICY

It is the policy of the Truth or Consequences Police Department to balance the safety needs of the public, the safety of department members, privacy interests, and other relevant factors when making decisions related to the service of search and arrest warrants.

605.3 OPERATIONS DIRECTOR

The operations director (see the Operations Planning and Deconfliction Policy) shall review all risk assessment forms with the involved supervisor to determine the risk level of the warrant service.

The operations director will also have the responsibility to coordinate service of those warrants that are categorized as high risk. Deconfliction, risk assessment, operational planning, briefing, and debriefing should follow guidelines in the Operations Planning and Deconfliction Policy.

605.4 SEARCH WARRANTS

Officers should receive authorization from a supervisor before preparing a search warrant application. Once authorization is received, the officer will prepare the affidavit and search warrant, consulting with the applicable prosecuting attorney as needed. The officer will also complete the risk assessment form and submit it, along with the warrant affidavit, to the appropriate supervisor and the operations director for review and classification of risk (see the Operations Planning and Deconfliction Policy).

605.5 ARREST WARRANTS

If an officer reasonably believes that serving an arrest warrant may pose a higher risk than commonly faced on a daily basis, the officer should complete the risk assessment form and submit it to the appropriate supervisor and the operations director for review and classification of risk (see the Operations Planning and Deconfliction Policy).

If the warrant is classified as high risk, service will be coordinated by the operations director. If the warrant is not classified as high risk, the supervisor should weigh the risk of entry into a residence to make an arrest against other alternatives, such as arresting the person outside the residence where circumstances may pose a lower risk.

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605.6 WARRANT PREPARATION

An officer who prepares a warrant should ensure the documentation in support of the warrant contains as applicable:

(a) Probable cause to support the search or arrest, including relevant dates and times to demonstrate timeliness and facts to support any request for nighttime or no-knock warrant execution.

(b) A clear explanation of the affiant's training, experience, and relevant education.

(c) Adequately supported opinions, when relevant, that are not left to unsubstantiated conclusions.

(d) A nexus between the place to be searched and the persons or items central to the investigation. The facts supporting this nexus should be clear and current. For example, the affidavit shall explain why there is probable cause to believe that a particular person is currently residing at a particular location or that the items sought are present at a particular location.

(e) Full disclosure of known or suspected residents at the involved location and any indication of separate living spaces at the involved location. For example, it should be disclosed that several people may be renting bedrooms at a single location, even if the exact location of the rooms is not known.

(f) A specific description of the location to be searched, including photographs of the location, if reasonably available.

(g) A sufficient description of the items to be seized.

(h) Full disclosure of any known exculpatory information relevant to the warrant application (refer to the *Brady* Information Policy).

605.7 HIGH-RISK WARRANT SERVICE

The operations director or the authorized designee shall coordinate the service of warrants that are categorized as high risk and shall have sole authority in determining the manner in which the warrant will be served, including the number of officers deployed.

The member responsible for directing the service should ensure the following as applicable:

(a) When practicable and when doing so does not cause unreasonable risk, video or photographic documentation is made of the condition of the location prior to execution of a search warrant. The images should include the surrounding area and persons present.

(b) The warrant service is audio- and video-recorded when practicable and reasonable to do so.

(c) Evidence is handled and collected only by those members who are designated to do so. All other members involved in the service of the warrant should alert one of the designated members to the presence of potential evidence and not touch or disturb the items.

(d) Reasonable efforts are made during the search to maintain or restore the condition of the location.

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(e) Persons who are detained as part of the warrant service are handled appropriately under the circumstances.

(f) Reasonable care provisions are made for children and dependent adults (see the Child and Dependent Adult Safety Policy).

(g) A list is made of all items seized and a copy provided to the person in charge of the premises if present or otherwise left in a conspicuous place.

(h) A copy of the search warrant is left at the location.

(i) The condition of the property is documented with video recording or photographs after the search.

605.8 NO-KNOCK ENTRIES

No-knock entries are only authorized if a warrant has been obtained or if exigent circumstances arise at the scene such that knocking and announcing the officer's presence would create an imminent threat of physical violence to the officer or another person.

605.9 DETENTIONS DURING WARRANT SERVICE

Officers must be sensitive to the safety risks of all persons involved with the service of a warrant. Depending on circumstances and facts present, it may be appropriate to control movements of any or all persons present at a warrant service, including those who may not be the subject of a warrant or suspected in the case. However, officers must be mindful that only reasonable force may be used and weapons should be displayed no longer than the officer reasonably believes is necessary (see the Use of Force Policy).

As soon as it can be determined that an individual is not subject to the scope of a warrant and that no further reasonable suspicion or safety concerns exist to justify further detention, the person should be promptly released.

Officers should, when and to the extent reasonable, accommodate the privacy and personal needs of people who have been detained.

605.10 ACTIONS AFTER WARRANT SERVICE

The supervisor shall ensure that all affidavits, warrants, receipts, and returns, regardless of any associated cases, are filed with the issuing judge or magistrate as soon as reasonably possible, but in any event no later than any date specified on the warrant.

605.11 OUTSIDE AGENCIES AND CROSS-JURISDICTIONAL WARRANTS

The operations director will ensure that cooperative efforts with other agencies in the service of warrants conform to existing mutual aid agreements or other memorandums of understanding and will work cooperatively to mitigate risks, including but not limited to the following:

- Identity of team members
- Roles and responsibilities
- Familiarity with equipment

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- Rules of engagement
- Asset forfeiture procedures

Any outside agency requesting assistance in the service of a warrant within this jurisdiction should be referred to the operations director. The director should review and confirm the warrant, including the warrant location, and should discuss the service with the appropriate supervisor from the other agency. The director should ensure that members of the Truth or Consequences Police Department are utilized appropriately. Any concerns regarding the requested use of Truth or Consequences Police Department members should be brought to the attention of the Chief of Police or the authorized designee. The actual service of the warrant will remain the responsibility of the agency requesting assistance.

If the operations director is unavailable, the Chief of Police should assume this role.

If officers intend to serve a warrant outside Truth or Consequences Police Department jurisdiction, the operations director should provide reasonable advance notice to the applicable agency, request assistance as needed, and work cooperatively on operational planning and the mitigation of risks detailed in this policy.

Officers will remain subject to the policies of the Truth or Consequences Police Department when assisting outside agencies or serving a warrant outside Truth or Consequences Police Department jurisdiction.

605.12 MEDIA ACCESS

No advance information regarding warrant service operations shall be released without the approval of the Chief of Police. Any media inquiries or press release after the fact shall be handled in accordance with the Media Relations Policy.

605.13 DOCUMENTATION

Documentation related to the service of a warrant shall be maintained in accordance with the established records retention schedule.

605.14 TRAINING

The Training Manager should ensure officers receive periodic training on this policy and associated topics, such as legal issues, warrant preparation, warrant service, and reporting requirements.

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Operations Planning and Deconfliction

606.1 PURPOSE AND SCOPE

This policy provides guidelines for planning, deconfliction, and execution of high-risk operations.

Additional guidance on planning and serving high-risk warrants is provided in the Warrant Service Policy.

606.1.1 DEFINITIONS

Definitions related to this policy include:

High-risk operations - Operations, including service of search and arrest warrants and sting operations, that are likely to present higher risks than are commonly faced by officers on a daily basis, including suspected fortified locations, reasonable risk of violence or confrontation with multiple persons, or reason to suspect that persons anticipate the operation.

606.2 POLICY

It is the policy of the Truth or Consequences Police Department to properly plan and carry out high-risk operations, including participation in a regional deconfliction system, in order to provide coordination, enhance the safety of members and the public, decrease the risk of compromising investigations, and prevent duplicating efforts.

606.3 OPERATIONS DIRECTOR

The responsibilities of the Operations Director are assumed by the Chief of Police or designated to a department member.

The Operations Director will develop and maintain a risk assessment form to assess, plan, and coordinate operations. This form should provide a process to identify high-risk operations.

The Operations Director will review risk assessment forms with involved supervisors to determine whether an incident qualifies as a high-risk operation. The director will also have the responsibility for coordinating operations that are categorized as high risk.

606.4 RISK ASSESSMENT

606.4.1 RISK ASSESSMENT FORM PREPARATION

Officers assigned as operational leads for any operation that may qualify as a high-risk operation shall complete a risk assessment form.

When preparing the form, the officer should query all relevant and reasonably available intelligence resources for information about the subject of investigation, others who may be present, and the involved location. These sources may include regional intelligence and criminal justice databases, target deconfliction systems, firearm records, commercial databases, and property records. Where appropriate, the officer should also submit information to these resources.

The officer should gather available information that includes but is not limited to:

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(a) Photographs, including aerial photographs, if available, of the involved location, neighboring yards, and obstacles.

(b) Maps of the location.

(c) Diagrams of any property and the interior of any buildings that are involved.

(d) Historical information about the subject of investigation (e.g., history of weapon possession or use, known mental illness, known drug use, threats against police, gang affiliation, criminal history).

(e) Historical information about others who may be present at the location (e.g., other criminals, innocent third parties, dependent adults, children, animals).

(f) Obstacles associated with the location (e.g., fortification, booby traps, reinforced doors/windows, surveillance measures, number and type of buildings, geographic and perimeter barriers, the number and types of weapons likely to be present, information that suggests the presence of explosives, chemicals or other hazardous materials, the potential for multiple dwellings or living spaces, availability of keys/door combinations).

(g) Other environmental factors (e.g., nearby venues such as schools and day care centers, proximity of adjacent homes or other occupied buildings, anticipated pedestrian and vehicle traffic at the time of service).

(h) Other available options that may minimize the risk to officers and others (e.g., making an off-site arrest or detention of the subject of investigation).

606.4.2 RISK ASSESSMENT REVIEW

Officers will present the risk assessment form and other relevant documents (such as copies of search warrants and affidavits and arrest warrants) to their supervisor and the Operations Director.

The supervisor and Operations Director shall confer and determine the level of risk. Supervisors should take reasonable actions if there is a change in circumstances that elevates the risks associated with the operation.

606.4.3 HIGH-RISK OPERATIONS

If the Operations Director, after consultation with the involved supervisor, determines that the operation is high risk, the Operations Director should:

(a) Determine what resources will be needed at the location, and contact and/or place on standby any of the following appropriate and available resources:

1. Incident Response Team (IRT)
2. Additional personnel
3. Outside agency assistance
4. Special equipment
5. Medical personnel
6. Persons trained in negotiation
7. Additional surveillance

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8. Canines
9. Evidence Vault or analytical personnel to assist with cataloguing seizures
10. Forensic specialists
11. Specialized mapping for larger or complex locations

(b) Contact the appropriate department members or other agencies as warranted to begin preparation.

(c) Ensure that all legal documents such as search warrants are complete and have any modifications reasonably necessary to support the operation.

(d) Coordinate the actual operation.

606.5 DECONFLICTION

Deconfliction systems are designed to identify persons and locations associated with investigations or law enforcement operations and alert participating agencies when others are planning or conducting operations in close proximity or time or are investigating the same individuals, groups, or locations.

The officer who is the operations lead shall ensure the subject of investigation and operations information have been entered in an applicable deconfliction system to determine if there is reported conflicting activity. This should occur as early in the process as practicable, but no later than two hours prior to the commencement of the operation. The officer should also enter relevant updated information when it is received.

If any conflict is discovered, the supervisor will contact the involved jurisdiction and resolve the potential conflict before proceeding.

606.6 OPERATIONS PLAN

The Operations Director should ensure that a written operations plan is developed for all high-risk operations. Plans should also be considered for other operations that would benefit from having a formal plan.

The plan should address such issues as:

(a) Operation goals, objectives, and strategies.

(b) Operation location and people:

1. The subject of investigation (e.g., history of weapon possession/use, known mental illness issues, known drug use, threats against police, gang affiliation, criminal history)
2. The location (e.g., fortification, booby traps, reinforced doors/windows, surveillance cameras and/or lookouts, number/type of buildings, geographic and perimeter barriers, the number and types of weapons likely to be present, information that suggests the presence of explosives, chemicals, or other hazardous materials, the potential for multiple dwellings or living spaces,

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availability of keys/door combinations), including aerial photos, if available, and maps of neighboring yards and obstacles, diagrams, and other visual aids

3. Other environmental factors (e.g., nearby venues such as schools and day care centers, proximity of adjacent homes or other occupied buildings, anticipated pedestrian and vehicle traffic at the time of service)

4. Identification of other people who may be present in or around the operation, such as other criminal suspects, innocent third parties, and children

(c) Information from the risk assessment form by attaching a completed copy in the operational plan.

1. The volume or complexity of the information may indicate that the plan includes a synopsis of the information contained on the risk assessment form to ensure clarity and highlighting of critical information.

(d) Participants and their roles.

1. An adequate number of uniformed officers should be included in the operation team to provide reasonable notice of a legitimate law enforcement operation.

2. How all participants will be identified as law enforcement.

(e) Whether deconfliction submissions are current and all involved individuals, groups, and locations have been deconflicted to the extent reasonably practicable.

(f) Identification of all communications channels and call-signs.

(g) Use of force issues.

(h) Contingencies for handling medical emergencies (e.g., services available at the location, closest hospital, closest trauma center).

(i) Plans for detaining people who are not under arrest.

(j) Contingencies for handling children, dependent adults, animals, and other people who might be at the location in accordance with the Child Abuse, Adult Abuse, Child and Dependent Adult Safety, and Animal Control policies.

(k) Communications plan.

(l) Responsibilities for writing, collecting, reviewing, and approving reports.

606.6.1 OPERATIONS PLAN RETENTION

Since the operations plan contains intelligence information and descriptions of law enforcement tactics, it shall not be filed with the report. The operations plan shall be stored separately and retained in accordance with the established records retention schedule.

606.7 OPERATIONS BRIEFING

A briefing should be held prior to the commencement of any high-risk operation to allow all participants to understand the operation, see and identify each other, identify roles and responsibilities, and ask questions or seek clarification as needed. Anyone who is not present at the briefing should not respond to the operation location without specific supervisory approval.

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(a) The briefing should include a verbal review of plan elements, using visual aids, to enhance the participants' understanding of the operations plan.

(b) All participants should be provided a copy of the operations plan and search warrant, if applicable. Participating personnel should be directed to read the search warrant and initial a copy that is retained with the operation plan. Any items to be seized should be identified at the briefing.

(c) The Operations Director shall ensure that all participants are visually identifiable as law enforcement officers.

1. Exceptions may be made by the Operations Director for officers who are conducting surveillance or working undercover. However, those members exempt from visual identification should be able to transition to a visible law enforcement indicator at the time of enforcement actions, such as entries or arrests, if necessary.

(d) The briefing should include details of the communications plan.

1. It is the responsibility of the Operations Director to ensure that SCRDA is notified of the time and location of the operation, and to provide a copy of the operations plan prior to officers arriving at the location.
2. If the radio channel needs to be monitored by SCRDA, the dispatcher assigned to monitor the operation should attend the briefing, if practicable, but at a minimum should receive a copy of the operations plan.
3. The briefing should include a communications check to ensure that all participants are able to communicate with the available equipment on the designated radio channel.

606.8 IRT PARTICIPATION

If the Operations Director determines that IRT participation is appropriate, the director and the IRT supervisor shall work together to develop a written plan. The IRT supervisor shall assume operational control until all persons at the scene are appropriately detained and it is safe to begin a search. When this occurs, the IRT supervisor shall transfer control of the scene to the handling supervisor. This transfer should be communicated to the officers present.

606.9 MEDIA ACCESS

No advance information regarding planned operations shall be released without the approval of the Chief of Police. Any media inquiries or press release after the fact shall be handled in accordance with the Media Relations Policy.

606.10 OPERATIONS DEBRIEFING

High-risk operations should be debriefed as soon as reasonably practicable. The debriefing should include as many participants as possible. This debrief may be separate from any IRT debriefing.

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606.11 TRAINING

The Training Manager should ensure officers and IRT team members who participate in operations subject to this policy receive periodic training including but not limited to topics such as legal issues, deconfliction practices, operations planning concepts, and reporting requirements.

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Forensic Genetic Genealogy

607.1 PURPOSE AND SCOPE

This policy provides guidance for the use of forensic genetic genealogy (FGG) to generate investigative leads.

607.1.1 DEFINITIONS

Definitions related to this policy include:

Combined DNA Index System (CODIS) - An FBI computer software program that operates deoxyribonucleic acid (DNA) profile databases for law enforcement use.

DNA typing laboratory - A laboratory that analyzes biological samples, including extracted DNA, in order to provide various DNA profile types. State or local crime labs are generally not equipped to provide single nucleotide polymorphism (SNP) DNA profiles; therefore, the use of private DNA typing laboratories is often necessary for FGG.

Extracted DNA - The DNA isolated from a biological sample remaining after previous DNA testing has been completed.

Forensic genetic genealogy (FGG) - The process of obtaining a SNP DNA profile from a biological sample collected during an investigation; uploading the profile to a genetic genealogy site for comparison to the consumer profiles in the site's database to identify genetic relatives; and using the identified genetic relationships, as well as traditional genealogy research, to generate investigative leads.

Genetic genealogist - A genealogist who uses DNA testing with traditional genealogical research methods to assist law enforcement or private clients in identifying biological relatives of an individual.

Genetic genealogy site - A database of DNA profiles voluntarily submitted by public consumers for the purpose of identifying genetic relatives. The availability of genetic genealogy sites for law enforcement use varies depending on their terms of service.

Short tandem repeat (STR) DNA profile - The results of DNA typing in a format that can be processed through CODIS and state DNA databases. This is the type of DNA used in conventional non-FGG law enforcement investigations.

Single nucleotide polymorphism (SNP) DNA profile - The results of DNA typing in a format that enables an unknown DNA sample to be compared to the DNA profiles maintained by a genetic genealogy site. This is the DNA type used in FGG.

607.2 POLICY

The Truth or Consequences Police Department's use of FGG will be in coordination with prosecutors, the Office of Medical Investigator (OMI), and other appropriate resources only in qualifying cases after reasonable conventional investigative methods have been pursued.

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Members will take reasonable steps to maintain the integrity of the FGG process and safeguard the privacy rights of individuals whose DNA profiles are analyzed.

607.3 CRITERIA FOR FGG USE

Before using FGG, the lead investigator should coordinate with the supervisor to determine whether the case meets the following requirements:

(a) Biological evidence collected as part of the underlying investigation (or extracted DNA from the biological evidence) is available for additional testing and is reasonably believed to be attributable to:

1. The perpetrator of an unsolved violent felony.
2. The unidentified human remains of a suspected homicide victim.

(b) All reasonable conventional investigative methods have been utilized and all reasonable investigative leads have been pursued (e.g., relevant case information entered in the National Missing and Unidentified Persons System (NamUs) and the Violent Criminal Apprehension Program (ViCAP) national database).

(c) An STR DNA profile has been developed from the biological evidence collected in the case and, absent unusual circumstances, has been uploaded to CODIS and any applicable state DNA database for comparison with negative results.

607.3.1 COMPLIANCE WITH STATE LAW

The collection, analysis, and use of DNA samples and genetic information shall be conducted in accordance with the New Mexico Genetic Information Privacy Act and the New Mexico DNA Identification Act (NMSA § 24-21-1; NMSA § 29-16-1).

607.4 COORDINATION

Once a preliminary determination has been made that a case may qualify for the use of FGG, the lead investigating member should consult with the appropriate prosecutor to address current and prospective legal issues and determine if a search warrant is required.

In the case of unidentified human remains, the lead investigator should also consult with the Office of Medical Investigator (OMI).

607.5 SUBMISSION OF SAMPLE

The biological evidence or extracted DNA should be submitted to a DNA typing laboratory approved by the Department in order to obtain a SNP DNA profile.

Once a SNP DNA profile has been obtained from the biological evidence or extracted DNA, the lead investigating member should arrange for it to be compared to the SNP DNA profiles contained in one or more genetic genealogy sites to identify possible genetic relatives. The lead investigator should work with a qualified genetic genealogist as needed during this process.

When submitting a SNP DNA profile for comparison, the lead investigator or the authorized designee (e.g., assigned genetic genealogist) shall notify the genetic genealogy site that the request for comparison is from a law enforcement agency and confirm that the site's terms of

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service permit FGG for the type of case being investigated. The use of the SNP DNA profile and any subsequent comparison shall be limited to the original underlying investigation.

If at any time during the FGG process the case no longer meets the criteria for FGG use, the lead investigator should promptly notify the DNA typing laboratory, genetic genealogy site, and/or genetic genealogist to cease any further analysis and to return all evidence, data, and materials to the Department.

607.6 ANALYSIS OF FGG DATA

Once results of a comparison are received from a genetic genealogy site, the information should be evaluated by a genetic genealogist, who will assist the lead investigator in identifying potential investigative leads.

The lead investigator should promptly and diligently pursue each viable lead identified through the FGG process using traditional investigative methods, as appropriate, to:

(a) Eliminate an individual as a potential suspect in the case.

(b) Link an individual to the case as a potential suspect.

(c) Identify human remains.

607.7 COLLECTION OF THIRD-PARTY DNA SAMPLE

If it is determined that a third-party DNA sample (i.e., from a person not likely to be a suspect in the investigation) should be collected and analyzed for FGG, consent from the third party should be obtained prior to collection.

If there is a reasonable belief that the integrity of the investigation would be compromised by seeking consent from the third party prior to collection, the lead investigator should consult with the prosecutor regarding applicable laws and procedures in both the jurisdiction of the investigation and the jurisdiction where the collection will occur, if different.

The use of a third-party DNA sample shall be limited to the original underlying investigation.

607.8 POST-IDENTIFICATION

Members shall not rely solely on FGG identification of a potential suspect for probable cause to make an arrest or obtain an arrest warrant. Unless there is sufficient evidence independent of the FGG data to support an arrest, a potential suspect identified through FGG should not be arrested until the suspect's identity is confirmed.

Members shall not rely solely on FGG to identify human remains unless there is sufficient evidence independent of the FGG data to declare the identification or confirmation testing has been completed.

Confirmatory DNA testing should be conducted by collecting a known DNA sample from the potential suspect or, in the case of unidentified human remains, from a close biological relative. This known DNA sample should be submitted for comparison to the original unknown STR DNA profile through conventional methods (e.g., in CODIS).

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The lead investigator should consult with the prosecutor to determine the appropriate method of obtaining a known DNA sample.

Once the identity of a suspect or the identity of unidentified human remains has been confirmed through conventional DNA testing, the lead investigator should:

(a) Consult with the prosecutor to evaluate the entire investigative file for consideration of criminal charges or further investigation.

(b) If applicable, consult with the Office of Medical Investigator (OMI) for an amendment to a certificate of death.

607.9 PRIVACY CONSIDERATIONS

Members should make reasonable efforts to respect and protect the privacy of non-suspect genetic relatives identified through the FGG process. The names and identifying information of any non-suspect genetic relatives should not be included in official reports, probable cause declarations, or affidavits for search warrants and should not be disclosed unless otherwise required by law or court order.

The lead investigator should formally request that the SNP DNA profile be removed from all genetic genealogy sites upon identity confirmation and should retain a copy of the request for department records. The lead investigator should request that all case-related records and data provided to, or generated by, a genetic genealogist during the FGG process be returned to the Department.

607.10 RETENTION OF DNA SAMPLES AND RELATED RECORDS

Genetic information, including any derivative profiles and genetic genealogy site user information, should be retained in accordance with the established records retention schedule. The lead investigator should coordinate with the evidence technician and provide adequate notice to the appropriate prosecutor's office before destroying any profiles or data obtained from the FGG process.

See the Evidence Vault Policy for guidelines regarding biological evidence, including DNA samples.

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Chapter 7 - Equipment

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Department-Owned and Personal Property

700.1 PURPOSE AND SCOPE

This policy addresses the care of department-owned property and the role of the Department when personal property, the property of another person or entity, or department-owned property is damaged or lost.

700.2 POLICY

The Truth or Consequences Police Department will ensure that members are issued appropriate property and equipment necessary for the member's job function. The Department will take steps to minimize the cost associated with maintaining department property, including personal property authorized for use in the member's duties.

700.3 DEPARTMENT-ISSUED PROPERTY

The Chief of Police or the authorized designee should document all property and equipment issued by the Department in the appropriate file at the time of issuance. Receipt of issued items shall be acknowledged by the receiving member's signature. Upon separation from the Department, all issued property and equipment shall be returned. Documentation of the return shall be acknowledged by the signature of a supervisor.

700.3.1 MEMBER RESPONSIBILITIES

Members shall be responsible for the safekeeping, serviceable condition, proper care, proper use, and replacement of department property that has been assigned or entrusted to them.

(a) Members shall promptly report, through their chain of command, any loss, damage to, or unserviceable condition of any department-issued property or equipment.

(b) The use of damaged or unserviceable property should be discontinued as soon as practicable, and the item replaced with a comparable item as soon as available.

(c) Except when otherwise directed by a supervisor or when exigent circumstances exist, department-issued property shall only be used by those to whom it was assigned. Use should be limited to official purposes and in the capacity for which it was designed.

(d) Department-issued property shall not be thrown away, sold, traded, donated, destroyed, or otherwise disposed of without prior approval.

(e) Members should obtain a supervisor's approval before any attempt to repair damaged or unserviceable property, unless the repair is of a minor or temporary nature.

700.4 PERSONAL PROPERTY

Carrying and/or using personal property or equipment on-duty requires prior written approval by the Chief of Police or the authorized designee. The member should submit a request that includes a description of the property and the reason and length of time it will be used. Personal property of the type routinely carried by persons who are not performing law enforcement duties, and that is not a weapon, is excluded from this requirement.

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The Department will not replace or repair items (e.g., jewelry, expensive watches) that are not reasonably required as part of work.

700.4.1 FILING CLAIMS FOR PERSONAL PROPERTY

A member requesting reimbursement for damage to, or loss of, personal property must submit the request in writing to the member's immediate supervisor. The supervisor may require a separate written report.

Upon review by the Chief of Police or the authorized designee and a finding that no misconduct or negligence was involved, repair or replacement may be recommended by the Chief of Police or the authorized designee, who will then forward the claim to the City department responsible for issuing payments.

700.5 SUPERVISOR RESPONSIBILITIES

The supervisor receiving a report that property, including personal property authorized for use, has been damaged should conduct an investigation and direct a memo to the Chief of Police or the authorized designee. The memo should include the result of the investigation and whether reasonable care was taken to prevent the loss, damage, or unserviceable condition.

Cases where the supervisor has reason to believe that misconduct or negligence was involved in the loss, damage, or unserviceable condition of property should be handled in accordance with the Standards of Conduct and Personnel Complaints policies.

700.6 DAMAGE TO PROPERTY OF ANOTHER PERSON OR ENTITY

Members who intentionally or unintentionally damage or cause to be damaged the real or personal property of another person or entity while performing any law enforcement function shall promptly report the damage through their chain of command.

700.6.1 DAMAGE BY PERSONNEL OF ANOTHER AGENCY

Personnel from another agency may intentionally or unintentionally cause damage to the real or personal property of the City of Truth or Consequences or of another person while performing their duties within the jurisdiction of this department. The department member present or the member responsible for the property is responsible to report the damage as follows:

(a) A verbal report shall be made to the member’s immediate supervisor as soon as circumstances permit.

(b) A written report shall be submitted before the member goes off-duty or as otherwise directed by the supervisor.

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Personal Communication Devices

701.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the use of mobile telephones and communication devices, whether issued or funded by the Department or personally owned, while on-duty or when used for authorized work-related purposes.

This policy generically refers to all such devices as Personal Communication Devices (PCDs) but is intended to include all mobile telephones, personal digital assistants (PDAs), wireless-capable tablets, and similar wireless two-way communications and/or portable internet-access devices. PCD use includes but is not limited to placing and receiving calls, text messaging, blogging and microblogging, emailing, using video or camera features, playing games, and accessing sites or services on the internet.

701.2 POLICY

The Truth or Consequences Police Department allows members to utilize department-issued or funded PCDs and to possess personally owned PCDs in the workplace, subject to certain limitations. Any PCD used while on- or off-duty for business-related purposes, or reasonably associated with work-related misconduct, will be subject to monitoring and inspection consistent with applicable law and this policy.

Additionally, the use of a PCD either on-duty or after duty hours for business-related purposes, or reasonably associated with work-related misconduct, may subject the member and the member's PCD records to civil or criminal discovery or disclosure under applicable public records laws.

Members who have questions regarding the application of this policy or the guidelines contained herein are encouraged to seek clarification from supervisory staff.

701.3 PRIVACY EXPECTATION

Members forfeit any expectation of privacy with regard to any communication accessed, transmitted, received, or reviewed on any PCD issued or funded by the Department and shall have no expectation of privacy in their location should the device be equipped with location-detection capabilities. This includes records of all keystrokes or web-browsing history made on the PCD. The fact that access to a database, service, or website requires a username or password will not create an expectation of privacy if it is accessed through department PCDs or networks (see the Information Technology Use Policy for additional guidance).

Members have no expectation of privacy regarding any communications while using a personally owned PCD for department-related business or when the use reasonably implicates work-related misconduct.

701.3.1 NEW MEXICO ELECTRONIC COMMUNICATIONS PRIVACY ACT

No member is authorized to be the sole possessor of a department-issued PCD. Department-issued PCDs can be retrieved, reassigned, accessed, or used by any member as directed by a supervisor without notice. Member use of a department-issued PCD and use of a personal PCD at

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work or for work-related business constitutes specific consent for access for department purposes. Prior to conducting an administrative search of a PCD, supervisors should consult legal counsel to ensure access is consistent with the New Mexico Electronic Communications Privacy Act (NMSA § 10-16F-2; NMSA § 10-16F-3).

701.4 DEPARTMENT-ISSUED PCD

Depending on a member's assignment and the needs of the position, the Department may, at its discretion, issue or fund a PCD for the member's use to facilitate on-duty performance. Department-issued or funded PCDs may not be used for personal business either on- or off-duty unless authorized by the Chief of Police or the authorized designee. Such devices and the associated telephone number, if any, shall remain the sole property of the Department and shall be subject to inspection or monitoring (including all related records and content) at any time without notice and without cause.

Unless a member is expressly authorized by the Chief of Police or the authorized designee for off-duty use of the PCD, the PCD will be either secured in the workplace at the completion of the tour of duty or turned off when leaving the workplace.

701.5 PERSONALLY OWNED PCD

Members may carry a personally owned PCD while on-duty, subject to the following conditions and limitations:

(a) Permission to carry a personally owned PCD may be revoked if it is used contrary to provisions of this policy.

(b) The Department accepts no responsibility for loss of or damage to a personally owned PCD.

(c) The PCD and any associated services shall be purchased, used, and maintained solely at the member's expense.

(d) The device should not be used for work-related purposes except in exigent circumstances (e.g., unavailability of radio communications) or as otherwise authorized by department procedures.

1. Use of a personally owned PCD for work-related business constitutes consent for the Department to access the PCD to inspect and copy the work-related data (e.g., for litigation purposes, public records retention and release obligations, internal investigations).
2. Use of and data within a personally owned PCD may be discoverable in cases when there is reason to believe it is associated with work-related misconduct.
3. Searches of a personally owned PCD by the Department should be limited to those matters reasonably associated with the work-related business or work-related misconduct.

(e) The device shall not be utilized to record or disclose any department business-related information, including photographs, video, or the recording or transmittal of any information or material obtained or made accessible as a result of employment

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or appointment with the Department, without the express authorization of the Chief of Police or the authorized designee.

(f) If the PCD is carried on-duty, members will provide the Department with the telephone number of the device.

(g) All work-related documents, emails, photographs, recordings, and other public records created or received on a member's personally owned PCD should be transferred to the Truth or Consequences Police Department and deleted from the member's PCD as soon as reasonably practicable but no later than the end of the member's shift.

Except with prior express authorization from their supervisors, members are not obligated or required to carry, access, monitor, or respond to electronic communications using a personally owned PCD while off-duty. If a member is in an authorized status that allows for appropriate compensation consistent with policy or existing collective bargaining agreements, or if the member has prior express authorization from their supervisor, the member may engage in department business-related communications. Should members engage in such approved off-duty communications or work, members entitled to compensation shall promptly document the time worked and communicate the information to their supervisors to ensure appropriate compensation. Members who independently document off-duty department-related business activities in any manner shall promptly provide the Department with a copy of such records to ensure accurate recordkeeping.

701.6 USE OF PCD

The following protocols shall apply to all PCDs that are carried while on-duty or used to conduct department business:

(a) A PCD shall not be carried in a manner that allows it to be visible while in uniform unless it is in an approved carrier.

(b) All PCDs in the workplace shall be set to silent or vibrate mode.

(c) A PCD may not be used to conduct personal business while on-duty except for brief personal communications (e.g., informing family of extended hours). Members shall endeavor to limit their use of PCDs to authorized break times unless an emergency exists.

(d) Members may use a PCD to communicate with other personnel in situations where the use of radio communications is either impracticable or not feasible. PCDs should not be used as a substitute for, as a way to avoid, or in lieu of regular radio communications.

(e) Members are prohibited from taking pictures, audio or video recordings, or making copies of any such picture or recording media unless it is directly related to official department business. Disclosure of any such information to any third party through any means requires the express authorization of the Chief of Police or the authorized designee.

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(f) Members will not access social networking sites for any purpose that is not official department business. This restriction does not apply to a personally owned PCD used during authorized break times.

(g) Using PCDs to harass, threaten, coerce, or otherwise engage in inappropriate conduct with any third party is prohibited. Any member having knowledge of such conduct shall promptly notify a supervisor.

701.7 SUPERVISOR RESPONSIBILITIES

The responsibilities of supervisors include but are not limited to:

(a) Ensuring that members under their command are provided appropriate training on the use of PCDs consistent with this policy.

(b) Monitoring, to the extent practicable, PCD use in the workplace and taking prompt corrective action if a member is observed or reported to be improperly using a PCD.

1. An investigation into improper conduct should be promptly initiated when circumstances warrant.
2. Before conducting any administrative search of a member's personally owned device, supervisors should consult with the Chief of Police or the authorized designee.

701.8 OFFICIAL USE

Members are reminded that PCDs are not secure devices and conversations may be intercepted or overheard. Caution should be exercised while utilizing PCDs to ensure that sensitive information is not inadvertently transmitted. As soon as reasonably possible, members shall conduct sensitive or private communications on a land-based or other department communications network.

701.9 USE WHILE DRIVING

Except in an emergency, members shall not read or view a text message or manually type on a PCD while operating a motor vehicle, including while stopped on a highway or street for reasons such as traffic, a traffic light, or a stop sign, unless the device is specifically designed and configured to allow hands-free use (NMSA § 66-7-374). This restriction does not apply to the use of GPS or navigation systems or officers communicating through the use of a computer-aided dispatch system (see the Mobile Data Computer Use Policy).

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Vehicle Maintenance

702.1 PURPOSE AND SCOPE

The purpose of this policy is to ensure that department vehicles are appropriately maintained.

702.2 POLICY

The Truth or Consequences Police Department will service department vehicles to ensure they remain operational and maintain their appearance, as resources allow.

702.3 GENERAL DUTIES

Members are responsible for assisting in maintaining department vehicles so that they are properly equipped, properly maintained, and properly refueled and present a clean appearance.

702.4 DEFECTIVE VEHICLES

When a vehicle becomes inoperative or in need of repair that affects the safety of the vehicle, that vehicle shall be removed from service. Proper documentation shall be promptly completed by the member who becomes aware of the defective condition and forwarded for action.

Documents describing the correction of the safety issue shall be promptly filed with the vehicle history.

702.4.1 DAMAGE OR POOR PERFORMANCE

Vehicles that may have been damaged or perform poorly shall be removed from service for inspections and repairs as soon as practicable.

702.4.2 SEVERE USE

Vehicles operated under severe-use conditions, which include operations for which the vehicle is not designed or that exceed the manufacturer's parameters, should be removed from service and subjected to a safety inspection as soon as practicable. Such conditions may include rough roadway or off-road driving, hard or extended braking, pursuits or prolonged high-speed operation.

702.4.3 REMOVAL OF WEAPONS

All firearms, weapons, and control devices shall be removed from a vehicle and properly secured in the department armory prior to the vehicle being released for maintenance, service or repair.

702.5 VEHICLE EQUIPMENT

Certain items shall be maintained in all department vehicles.

702.5.1 PATROL VEHICLES

Officers shall inspect the patrol vehicle at the beginning of the shift and ensure that the following equipment, at a minimum, is in the vehicle:

- 1 roll crime scene barricade tape
- 1 first-aid kit and CPR mask

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- 1 blanket
- 1 fire extinguisher
- 1 bloodborne pathogen kit, including protective gloves and a National Institute for Occupational Safety and Health (NIOSH) particulate respirator mask
- 1 sharps container
- 1 hazardous waste disposal bag
- 1 high-visibility vest
- 1 hazardous materials emergency response handbook
- 1 evidence collection kit
- 1 camera
- Spare tire, jack, and lug wrench
- Rain gear

702.5.2 UNMARKED VEHICLES
Members driving unmarked department vehicles shall ensure that the following equipment, at a minimum, is in the vehicle:

- 1 roll crime scene barricade tape
- 1 first-aid kit and CPR mask
- 1 blanket
- 1 bloodborne pathogen kit, including protective gloves and NIOSH particulate respirator mask
- 1 sharps container
- 1 hazardous waste disposal bag
- 1 high-visibility vest
- 1 hazardous materials emergency response handbook
- 1 evidence collection kit
- 1 camera
- Spare tire, jack, and lug wrench
- Rain gear

702.6 VEHICLE REFUELING
Absent emergency conditions or supervisor approval, patrol vehicles shall not be placed into service with less than one-quarter tank of fuel. Patrol vehicles should not be retired at the end of shift with less than one-quarter tank of fuel. Vehicles shall only be refueled at the authorized location.

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702.7 WASHING OF VEHICLES

Vehicles shall be kept clean at all times and, weather conditions permitting, shall be washed as necessary to maintain the professional appearance of the Department.

Patrol officers shall obtain clearance from the dispatcher before going to the car wash. Only one patrol vehicle should be at the car wash at a time unless otherwise approved by a supervisor.

Members using a vehicle shall remove any trash or debris at the end of their shifts. Confidential material should be placed in a designated receptacle that has been provided for shredding this material.

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Vehicle Use

703.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a system of accountability to ensure department vehicles are used appropriately. This policy provides guidelines for on- and off-duty use of department vehicles and shall not be construed to create or imply any contractual obligation by the City of Truth or Consequences to provide assigned take-home vehicles.

Additional guidelines for member responsibilities when transporting persons in custody may be found in the Transporting Persons in Custody Policy.

703.2 POLICY

The Truth or Consequences Police Department provides vehicles for department-related business and may assign patrol and unmarked vehicles based on a determination of operational efficiency, economic impact to the Department, requirements for tactical deployments, and other considerations.

703.3 USE OF VEHICLES

703.3.1 INSPECTIONS

Members shall be responsible for inspecting the interior and exterior of any assigned vehicle before taking the vehicle into service and at the conclusion of their shifts. Any previously unreported damage, mechanical problems, unauthorized contents, or other problems with the vehicle shall be promptly reported to a supervisor and documented as appropriate.

The interior of any vehicle that has been used to transport any person other than a member of this department should be inspected prior to placing another person in the vehicle and again after the person is removed. This is to ensure that unauthorized or personal items have not been left in the vehicle.

All department vehicles are subject to inspection and/or search at any time by a supervisor without notice and without cause. No member assigned to or operating such vehicle shall be entitled to any expectation of privacy with respect to the vehicle or its contents.

703.3.2 SECURITY AND UNATTENDED VEHICLES

Unattended vehicles should be locked and secured at all times. No key should be left in the vehicle except when it is necessary that the vehicle be left running (e.g., continued activation of emergency lights, canine safety, equipment charging). Officers who exit a vehicle rapidly in an emergency situation or to engage in a foot pursuit must carefully balance the need to exit the vehicle quickly with the need to secure the vehicle.

Members shall ensure all weapons are secured while the vehicle is unattended.

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703.3.3 MOBILE DATA COMPUTER

Members assigned to vehicles equipped with a Mobile Data Computer (MDC) shall log onto the MDC with the required information when going on-duty. If the vehicle is not equipped with a working MDC, the member shall notify SCRDA. Use of the MDC is governed by the Mobile Data Computer Use Policy.

703.3.4 VEHICLE LOCATION SYSTEM

Patrol and other vehicles, at the discretion of the Chief of Police, may be equipped with a system designed to track the vehicle's location. While the system may provide vehicle location and other information, members are not relieved of their responsibility to use required communication practices to report their location and status.

Members shall not make any unauthorized modifications to the system. At the start of each shift, members shall verify that the system is on and report any malfunctions to their supervisor. If the member finds that the system is not functioning properly at any time during the shift, they should exchange the vehicle for one with a working system, if available.

System data may be accessed by supervisors at any time. However, access to historical data by other than supervisors will require Chief of Police or the authorized designee approval.

All data captured by the system shall be retained in accordance with the established records retention schedule.

703.3.5 KEYS

Members approved to operate marked patrol vehicles should be issued a copy of the key as part of their initial equipment distribution. Members who are assigned a specific vehicle should be issued keys for that vehicle.

Members shall not duplicate keys. The loss of a key shall be promptly reported in writing through the member's chain of command.

703.3.6 AUTHORIZED PASSENGERS

Members operating department vehicles shall not permit persons other than City personnel or persons required to be conveyed in the performance of duty, or as otherwise authorized, to ride as passengers in the vehicle, except as stated in the Ride-Alongs Policy.

703.3.7 ALCOHOL

Members who have consumed alcohol are prohibited from operating any department vehicle unless it is required by the duty assignment (e.g., task force, undercover work). Regardless of assignment, members may not violate state law regarding vehicle operation while intoxicated.

703.3.8 PARKING

Except when responding to an emergency or when urgent department-related business requires otherwise, members driving department vehicles should obey all parking regulations at all times.

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Department vehicles should be parked in assigned stalls. Members shall not park privately owned vehicles in stalls assigned to department vehicles or in other areas of the parking lot that are not so designated unless authorized by a supervisor. Privately owned motorcycles shall be parked in designated areas.

703.3.9 ACCESSORIES AND/OR MODIFICATIONS

There shall be no modifications, additions, or removal of any equipment or accessories without written permission from the assigned vehicle program manager.

703.3.10 NON-SWORN MEMBER USE

Non-sworn members using marked emergency vehicles shall ensure that all weapons have been removed before going into service. Non-sworn members shall prominently display the "out of service" placards or light bar covers at all times. Non-sworn members shall not operate the emergency lights or siren of any vehicle unless expressly authorized by a supervisor.

703.4 INDIVIDUAL MEMBER ASSIGNMENT TO VEHICLES

Department vehicles may be assigned to individual members at the discretion of the Chief of Police. Vehicles may be assigned for on-duty and/or take-home use. Assigned vehicles may be changed at any time. Permission to take home a vehicle may be withdrawn at any time.

The assignment of vehicles may be suspended when the member is unable to perform their regular assignment.

703.4.1 ON-DUTY USE

Vehicle assignments shall be based on the nature of the member’s duties, job description and essential functions, and employment or appointment status. Vehicles may be reassigned or utilized by other department members at the discretion of the Chief of Police or the authorized designee.

703.4.2 UNSCHEDULED TAKE-HOME USE

Circumstances may arise where department vehicles must be used by members to commute to and from a work assignment. Members may take home department vehicles only with prior approval of a supervisor and shall meet the following criteria:

(a) The circumstances are unplanned and were created by the needs of the department.

(b) Other reasonable transportation options are not available.

(c) The member lives within a reasonable distance (generally not to exceed a 60-minute drive time) of the Truth or Consequences City limits.

(d) Off-street parking will be available at the member's residence.

(e) The vehicle will be locked when not attended.

(f) All firearms, weapons, and control devices will be removed from the interior of the vehicle and properly secured in the residence when the vehicle is not attended, unless the vehicle is parked in a locked garage.

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703.4.3 ASSIGNED VEHICLES

Assignment of take-home vehicles shall be based on the location of the member's residence; the nature of the member's duties, job description, and essential functions; and the member's employment or appointment status. Residence in the City of Truth or Consequences is a prime consideration for assignment of a take-home vehicle. Members who reside outside the City of Truth or Consequences may be required to secure the vehicle at a designated location or the Department at the discretion of the Chief of Police.

Department members shall sign a take-home vehicle agreement that outlines certain standards, including but not limited to how the vehicle shall be used, where it shall be parked when the member is not on-duty, vehicle maintenance responsibilities, and member enforcement actions.

Members are cautioned that under federal and local tax rules, personal use of a City vehicle may create an income tax liability for the member. Questions regarding tax rules should be directed to the member's tax adviser.

Criteria for use of take-home vehicles include the following:

(a) Vehicles shall only be used for work-related purposes and shall not be used for personal errands or transports, unless special circumstances exist and the Chief of Police or the authorized designee gives authorization.

(b) Vehicles may be used to transport the member to and from the member's residence for work-related purposes.

(c) Vehicles will not be used when off-duty except:

    1. In circumstances when a member has been placed on call by the Chief of Police or the authorized designee and there is a high probability that the member will be called back to duty.

    2. When the member is performing a work-related function during what normally would be an off-duty period, including vehicle maintenance or traveling to or from a work-related activity or function.

    3. When the member has received permission from the Chief of Police or the authorized designee.

    4. When the vehicle is being used by the Chief of Police or the authorized designee, or members who are in on-call administrative positions.

    5. When the vehicle is being used by on-call investigators.

(d) While operating the vehicle, authorized members will carry and have accessible their duty firearms and be prepared to perform any function they would be expected to perform while on-duty.

(e) The two-way communications radio, MDC, and global positioning satellite device, if equipped, must be on and set to an audible volume when the vehicle is in operation.

(f) Unattended vehicles are to be locked and secured at all times.

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1. No key should be left in the vehicle except when it is necessary that the vehicle be left running (e.g., continued activation of emergency lights, canine safety, equipment charging).
2. All weapons shall be secured while the vehicle is unattended.
3. All department identification, portable radios, and equipment should be secured.

(g) Vehicles are to be parked off-street at the member's residence unless prior arrangements have been made with the Chief of Police or the authorized designee. If the vehicle is not secured inside a locked garage, all firearms and kinetic impact weapons shall be removed and properly secured in the residence (see the Firearms Policy regarding safe storage of firearms at home).

(h) Vehicles are to be secured at the member's residence or the appropriate department facility, at the discretion of the Department, when a member will be away (e.g., on vacation) for periods exceeding one week.

1. If the vehicle remains at the residence of the member, the Department shall have access to the vehicle.
2. If the member is unable to provide access to the vehicle, it shall be parked at the Department.

(i) The member is responsible for the care and maintenance of the vehicle.

703.4.4 ENFORCEMENT ACTIONS

When driving a take-home vehicle to and from work outside of the jurisdiction of the Truth or Consequences Police Department or while off-duty, an officer shall not initiate enforcement actions except in those circumstances where a potential threat to life or serious property damage exists (see the Off-Duty Law Enforcement Actions and Law Enforcement Authority policies).

Officers may render public assistance when it is deemed prudent (e.g., to a stranded motorist).

Officers driving take-home vehicles shall be armed and appropriately attired and shall carry their department-issued identification. Officers should also ensure that department radio communication capabilities are maintained to the extent feasible.

703.4.5 MAINTENANCE

Members are responsible for the cleanliness (exterior and interior) and overall maintenance of their assigned vehicles. Cleaning and maintenance supplies will be provided by the Department. Failure to adhere to these requirements may result in discipline and loss of vehicle assignment. The following should be performed as outlined below:

(a) Members shall make daily inspections of their assigned vehicles for service/ maintenance requirements and damage.

(b) It is the member's responsibility to ensure that their assigned vehicle is maintained according to the established service and maintenance schedule.

(c) All scheduled vehicle maintenance and car washes shall be performed as necessary at a facility approved by the department supervisor in charge of vehicle maintenance.

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(d) The Department shall be notified of problems with the vehicle and approve any major repairs before they are performed.

(e) When leaving the vehicle at the maintenance facility, the member will complete a vehicle repair card explaining the service or repair, and leave it on the seat or dash.

(f) All weapons shall be removed from any vehicle left for maintenance.

(g) Supervisors shall make, at a minimum, monthly inspections of vehicles assigned to members under their command to ensure the vehicles are being maintained in accordance with this policy.

703.5 DAMAGE, ABUSE, AND MISUSE

When any department vehicle is involved in a traffic accident or otherwise incurs damage, the involved member shall promptly notify a supervisor. Any traffic accident report shall be filed with the agency having jurisdiction (see the Traffic Accidents Policy).

Damage to any department vehicle that was not caused by a traffic accident shall be immediately reported during the shift in which the damage was discovered and documented in memorandum format, which shall be forwarded to the Chief of Police or the authorized designee. An administrative investigation should be initiated to determine if there has been any vehicle abuse or misuse.

703.6 ATTIRE AND APPEARANCE

When operating any department vehicle while off-duty, members may dress in a manner appropriate for their intended activity. Whenever a member is in public view or has contact with the public, their attire and appearance, regardless of the activity, should be suitable to reflect positively upon the Department.

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Cash Handling, Security, and Management

704.1 PURPOSE AND SCOPE

This policy provides guidelines to ensure department members handle cash appropriately in the performance of their duties.

This policy does not address cash-handling issues specific to the Evidence Vault and Informants policies.

704.2 POLICY

It is the policy of the Truth or Consequences Police Department to properly handle and document cash transactions and to maintain accurate records of cash transactions in order to protect the integrity of department operations and ensure the public trust.

704.3 PETTY CASH FUNDS

The Chief of Police shall designate a person as the fund manager responsible for maintaining and managing petty cash funds.

Each petty cash fund requires the creation and maintenance of an accurate and current transaction ledger and the filing of invoices, receipts, cash transfer forms, and expense reports by the fund manager.

704.4 PETTY CASH TRANSACTIONS

The fund manager shall document all transactions on the ledger and any other appropriate forms. Each person participating in the transaction shall sign or otherwise validate the ledger, attesting to the accuracy of the entry. Transactions should include the filing of an appropriate receipt, invoice, or cash transfer form. Transactions that are not documented by a receipt, invoice, or cash transfer form require an expense report.

704.5 PETTY CASH AUDITS

The fund manager shall perform an audit no less than once every six months. This audit requires that the fund manager and at least one command staff member, selected by the Chief of Police, review the transaction ledger and verify the accuracy of the accounting. The fund manager and the participating member shall sign or otherwise validate the ledger attesting to the accuracy of all documentation and fund accounting. A discrepancy in the audit requires documentation by those performing the audit and an immediate reporting of the discrepancy to the Chief of Police.

Transference of fund management to another member shall require a separate petty cash audit and involve a command staff member.

A separate audit of each petty cash fund should be completed on a random date, approximately once each year, by the Chief of Police or the City.

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704.6 ROUTINE CASH HANDLING

Members who handle cash as part of their regular duties (e.g., evidence technicians, the supervisors, those who accept payment for department services) will discharge those duties in accordance with the procedures established for those tasks (see the Evidence Vault and Informants policies).

704.7 OTHER CASH HANDLING

Members who, within the course of their duties, are in possession of cash that is not their property or that is outside their defined cash-handling responsibilities shall, as soon as practicable, verify the amount, summon another member to verify their accounting, and process the cash for safekeeping or as evidence or found property, in accordance with the Evidence Vault Policy.

Cash in excess of $1,000 requires immediate notification of a supervisor, special handling, verification, and accounting by the supervisor. Each member involved in this process shall complete an appropriate report or record entry.

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Personal Protective Equipment

705.1 PURPOSE AND SCOPE

This policy identifies the different types of personal protective equipment (PPE) provided by the Department as well as the requirements and guidelines for the use of PPE.

This policy does not address ballistic vests or protection from communicable disease, as those issues are addressed in the Body Armor and Communicable Diseases policies.

705.1.1 DEFINITIONS

Definitions related to this policy include:

Personal protective equipment (PPE) - Equipment that protects a person from serious workplace injuries or illnesses resulting from contact with chemical, radiological, physical, electrical, mechanical, or other workplace hazards.

Respiratory PPE - Any device that is worn by the user to protect from exposure to atmospheres where there is smoke, low levels of oxygen, high levels of carbon monoxide, or the presence of toxic gases or other respiratory hazards. For purposes of this policy, respiratory PPE does not include particulate-filtering masks such as N95 or N100 masks.

705.2 POLICY

The Truth or Consequences Police Department endeavors to protect members by supplying certain PPE to members as provided in this policy.

705.3 OFFICER RESPONSIBILITIES

Members are required to use PPE as provided in this policy and pursuant to their training.

Members are responsible for proper maintenance and storage of issued PPE. PPE should be stored in an appropriate location so that it is available when needed.

Any member who identifies hazards in the workplace is encouraged to utilize the procedures in the Illness and Injury Prevention Policy to recommend new or improved PPE or additional needs for PPE.

705.4 HEARING PROTECTION

Approved hearing protection shall be used by members during firearms training.

Hearing protection shall meet or exceed the requirements provided in 29 CFR 1910.95 and 11.5.2.9 NMAC.

705.5 EYE PROTECTION

Approved eye protection, including side protection, shall be used by members during firearms training. Eye protection for members who wear prescription lenses shall incorporate the prescription (e.g., eye protection that can be worn over prescription lenses). Members shall ensure their eye protection does not interfere with the fit of their hearing protection.

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The Rangemaster shall ensure eye protection meets or exceeds the requirements provided in 29 CFR 1910.133 and 11.5.2.9 NMAC.

705.6 HEAD AND BODY PROTECTION

Members who make arrests or control crowds should be provided ballistic head protection with an attachable face shield.

Padded body protection consisting of chest, arm, leg, and groin protection should be provided as required by any collective bargaining agreement.

705.7 RESPIRATORY PROTECTION

The Chief of Police or the authorized designee is responsible for ensuring a respiratory protection plan is developed and maintained by a trained and qualified member. The plan shall include procedures for (29 CFR 1910.134; 11.5.2.9 NMAC):

(a) Selecting appropriate respiratory PPE based on hazards and risks associated with functions or positions.

(b) Fit testing, including identification of members or contractors qualified to conduct fit testing.

(c) Medical evaluations.

(d) PPE inventory control.

(e) PPE issuance and replacement.

(f) Cleaning, disinfecting, storing, inspecting, repairing, discarding, and otherwise maintaining respiratory PPE, including schedules for these activities.

(g) Regularly reviewing the PPE plan.

(h) Remaining current with applicable National Institute for Occupational Safety and Health (NIOSH), American National Standards Institute (ANSI), Occupational Safety and Health Administration (OSHA), Environmental Protective Agency (EPA), and state PPE standards and guidelines.

705.7.1 RESPIRATORY PROTECTION USE

Designated members may be issued respiratory PPE based on the member's assignment (e.g., a narcotics investigator who is involved in clandestine lab investigations).

Respiratory PPE may be worn when authorized by a scene commander who will determine the type and level of protection appropriate at a scene based upon an evaluation of the hazards present.

Scene commanders are responsible for monitoring members using respiratory PPE and their degree of exposure or stress. When there is a change in work area conditions or when a member's degree of exposure or stress may affect respirator effectiveness, the scene commander shall reevaluate the continued effectiveness of the respirator and direct the member to leave the respirator use area when the scene commander reasonably believes (29 CFR 1910.134; 11.5.2.9 NMAC):

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(a) It is necessary for the member to wash their face and the respirator facepiece to prevent eye or skin irritation associated with respirator use.

(b) The member detects vapor or gas breakthrough, or there is a change in breathing resistance or leakage of the facepiece.

(c) The member needs to replace the respirator, filter, cartridge, or canister.

705.7.2 MEMBER RESPONSIBILITIES FOR RESPIRATORY PROTECTION

Members shall not use self-contained breathing apparatus (SCBA), full-face respirators, or cartridge respirators unless they have completed training requirements for the equipment.

Members exposed to environments that are reasonably known to be harmful due to gases, smoke, or vapors shall use respiratory PPE.

Members using respiratory PPE shall (29 CFR 1910.134; 11.5.2.9 NMAC):

(a) Ensure that they have no facial hair between the sealing surface of the facepiece and the face that could interfere with the seal or the valve function. Members also shall ensure that they have no other condition that will interfere with the face-to-facepiece seal or the valve function.

(b) Not wear corrective glasses, goggles, or other PPE that interferes with the seal of the facepiece to the face, or that has not been previously tested for use with that respiratory equipment.

(c) Perform a user seal check per department-approved procedures recommended by the respirator manufacturer each time they put on a tight-fitting respirator.

(d) Leave a respiratory use area whenever they detect vapor or gas breakthrough, changes in breathing resistance, or leakage of their facepiece and ensure that the respirator is replaced or repaired before returning to the affected area.

705.7.3 GAS MASK

Full-face air-purifying respirators, commonly referred to as gas masks, may be fitted with mechanical pre-filters or combination cartridge/filter assemblies for use in areas where gases, vapors, dusts, fumes, or mists are present. Members must identify and use the correct cartridge based on the circumstances (29 CFR 1910.134; 11.5.2.9 NMAC).

A scene commander may order the use of gas masks in situations where the use of a SCBA is not necessary. These incidents may include areas where tear gas has or will be used or where a vegetation fire is burning. Gas masks shall not be used if there is a potential for an oxygen-deficient atmosphere.

Members shall ensure their gas mask filters are replaced whenever:

(a) They smell, taste, or are irritated by a contaminant.

(b) They experience difficulty breathing due to filter loading.

(c) The cartridges or filters become wet.

(d) The expiration date on the cartridges or canisters has been reached.

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705.7.4 SELF-CONTAINED BREATHING APPARATUS

Scene commanders may direct members to use SCBA when entering an atmosphere that may pose an immediate threat to life, would cause irreversible adverse health effects, or would impair an individual's ability to escape from a dangerous atmosphere. These situations may include but are not limited to:

(a) Entering the hot zone of a hazardous materials incident.

(b) Entering any area where contaminant levels may become unsafe without warning, or any situation where exposures cannot be identified or reasonably estimated.

(c) Entering a smoke- or chemical-filled area.

The use of SCBA should not cease until approved by a scene commander.

705.7.5 RESPIRATOR FIT TESTING

No member shall be issued respiratory PPE until a proper fit testing has been completed by a designated member or contractor (29 CFR 1910.134; 11.5.2.9 NMAC).

After initial testing, fit testing for respiratory PPE shall be repeated (29 CFR 1910.134; 11.5.2.9 NMAC):

(a) At least once every 12 months.

(b) Whenever there are changes in the type of SCBA or facepiece used.

(c) Whenever there are significant physical changes in the user (e.g., obvious change in body weight, scarring of the face seal area, dental changes, cosmetic surgery, or any other condition that may affect the fit of the facepiece seal).

All respirator fit testing shall be conducted in negative-pressure mode.

705.7.6 RESPIRATORY MEDICAL EVALUATION QUESTIONNAIRE

No member shall be issued respiratory protection that forms a complete seal around the face until (29 CFR 1910.134; 11.5.2.9 NMAC):

(a) The member has completed a medical evaluation that includes a medical evaluation questionnaire.

(b) A physician or other licensed health care professional has reviewed the questionnaire.

(c) The member has completed any physical examination recommended by the reviewing physician or health care professional.

705.8 RECORDS

The Training Manager is responsible for maintaining records of all:

(a) PPE training.

(b) Initial fit testing for respiratory protection equipment.

(c) Annual fit testing.

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(d) Respirator medical evaluation questionnaires and any subsequent physical examination results.

1. These records shall be maintained in a separate confidential medical file.

The records shall be maintained in accordance with the department records retention schedule *(*29 CFR 1910.134; 29 CFR 1910.1020; 11.5.2.9 NMAC).

705.9 TRAINING

Members should be trained in the respiratory and other hazards to which they may be potentially exposed during routine and emergency situations.

All members shall be trained in the proper use and maintenance of PPE issued to them, including when the use is appropriate; how to put on, remove and adjust PPE; how to care for the PPE; and the limitations (29 CFR 1910.132; 11.5.2.9 NMAC).

Members issued respiratory PPE shall attend annual training on the proper use of respiratory protection devices (29 CFR 1910.134; 11.5.2.9 NMAC).

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Chapter 8 - Support Services

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Crime Analysis

800.1 PURPOSE AND SCOPE

This policy provides guidelines for utilizing crime analysis to support the overall law enforcement efforts of the Truth or Consequences Police Department. It addresses the collection and dissemination of crime analysis data that is useful to long-range planning and that can assist in identifying enforcement priorities, strategies, and tactics.

800.2 POLICY

It is the policy of the Truth or Consequences Police Department to utilize crime analysis as a tool in crime control and prevention efforts. This entails gathering, analyzing, and correlating data to effectively deploy the resources of this department.

800.3 DATA SOURCES

Crime analysis data is extracted from many sources, including but not limited to:

- Crime reports.
- Field Interview (FI) cards.
- Parole and probation records.
- Activity records from SCRDA.
- New Mexico Department of Public Safety Law Enforcement Records Bureau (LERB) Uniform Crime Report (UCR).

800.4 CRIME ANALYSIS FACTORS

The following minimum criteria should be used in collecting data for crime analysis:

- Frequency by type of crime
- Geographic factors
- Temporal factors
- Victim and target descriptors
- Suspect descriptors
- Suspect vehicle descriptors
- Modus operandi factors
- Physical evidence information

800.5 CRIME ANALYSIS DISSEMINATION

Information developed through crime analysis should be disseminated to the appropriate supervisors or members on a timely basis. Information that is relevant to the operational or tactical plans of specific line members should be sent directly to them. Information relevant to

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the development of department strategic plans should be provided to the appropriate command staff members.

When information pertains to tactical and strategic plans, it should be provided to all affected members.

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Sierra County Regional Dispatch Authority (SCRDA)

801.1 PURPOSE AND SCOPE

This policy establishes guidelines for the basic functions of SCRDA. It addresses the immediate information needs of the Department in the course of its normal daily activities and during emergencies.

801.2 POLICY

It is the policy of the Truth or Consequences Police Department to provide 24-hour telephone service to the public for information and for routine or emergency assistance. The Department provides two-way radio capability for continuous communication between SCRDA and department members in the field.

801.3 SCRDA SECURITY

The communications function is vital and central to all emergency service operations. The safety and security of SCRDA, its members, and its equipment must be a high priority. Special security procedures should be established in a separate operations manual for SCRDA.

Access to SCRDA shall be limited to SCRDA members, the supervisors and department members with a specific business-related purpose.

801.4 RESPONSIBILITIES

801.4.1 DISPATCH DIRECTOR

The Chief of Police is a member of the governing board which oversees SCRDA; the board shall appoint and delegate certain responsibilities to a Dispatch Director. The Dispatch Director is directly responsible to the SCRDA board.

The responsibilities of the Dispatch Director include but are not limited to:

(a) Overseeing the efficient and effective operation of SCRDA in coordination with other supervisors.

(b) Scheduling and maintaining dispatcher time records.

(c) Supervising, training, and evaluating dispatchers.

(d) Ensuring the radio and telephone recording system is operational.

1. Recordings shall be maintained in accordance with the established records retention schedule and as required by law.

(e) Processing requests for copies of SCRDA information for release.

(f) Maintaining SCRDA database systems.

(g) Maintaining and updating SCRDA procedures manual.

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1. Procedures for specific types of crime reports may be necessary. For example, specific questions and instructions may be necessary when talking with a victim of a sexual assault to ensure that their health and safety needs are met, as well as steps that they may take to preserve evidence.
2. Ensuring dispatcher compliance with established policies and procedures.

(h) Handling internal and external inquiries regarding services provided and accepting personnel complaints in accordance with the Personnel Complaints Policy.

(i) Maintaining a current contact list of City personnel to be notified in the event of a utility service emergency.

801.4.2 DISPATCHERS

Dispatchers report to the Dispatch Director. The responsibilities of the dispatcher include but are not limited to:

(a) Receiving and handling all incoming and transmitted communications, including:

1. Emergency 9-1-1 lines.
2. Business telephone lines.
3. Telecommunications Device for the Deaf (TDD)/Text Telephone (TTY) equipment.
4. Radio communications with department members in the field and support resources (e.g., fire department, emergency medical services (EMS), allied agency law enforcement units).
5. Other electronic sources of information (e.g., text messages, digital photographs, video).

(b) Documenting the field activities of department members and support resources (e.g., fire department, EMS, allied agency law enforcement units).

(c) Inquiry and entry of information through SCRDA, department, and other law enforcement database systems (e.g., NMLETS, MVD, NCIC).

(d) Monitoring department video surveillance systems.

(e) Maintaining the current status of members in the field, their locations and the nature of calls for service.

(f) Notifying the field supervisor, or Chief of Police or authorized designee if no field supervisor is on duty, of emergency activity, including but not limited to:

1. Vehicle pursuits.
2. Foot pursuits.
3. Assignment of emergency response.

801.5 CALL HANDLING

This department provides members of the public with access to the 9-1-1 system for a single emergency telephone number.

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When a call for services is received, the dispatcher will reasonably and quickly attempt to determine whether the call is an emergency or non-emergency, and shall quickly ascertain the call type, location, and priority by asking four key questions:

- Where?
- What?
- When?
- Who?

If the dispatcher determines that the caller has a hearing and/or speech impairment or disability, the dispatcher shall immediately initiate a connection with the individual via available TDD/TTY equipment or Telephone Relay Service (TRS), as mandated by the Americans with Disabilities Act (ADA).

If the dispatcher determines that the caller is a limited English proficiency (LEP) individual, the dispatcher should quickly determine whether sufficient information can be obtained to initiate an appropriate response. If language assistance is still needed, the language is known, and a language-appropriate authorized interpreter is available in SCRDA, the dispatcher should immediately connect the LEP caller to the authorized interpreter.

If no authorized interpreter is available or the dispatcher is unable to identify the caller's language, the dispatcher will contact the contracted telephonic interpretation service and establish a three-party call connecting the dispatcher, the LEP individual, and the interpreter.

Dispatchers should be courteous, patient, and respectful when dealing with the public.

801.5.1 EMERGENCY CALLS

A call is considered an emergency when there is an immediate or potential threat to life or serious property damage, and the timely arrival of public safety assistance is of the utmost importance. A person reporting an emergency should not be placed on hold until the dispatcher has obtained all necessary information to ensure the safety of the responding department members and affected individuals.

Emergency calls should be dispatched immediately. A supervisor shall be notified of pending emergency calls for service when department members are unavailable for dispatch.

801.5.2 NON-EMERGENCY CALLS

A call is considered a non-emergency call when there is no immediate or potential threat to life or property. A person reporting a non-emergency may be placed on hold, if necessary, to allow the dispatcher to handle a higher priority or emergency call.

The reporting person should be advised if there will be a delay in the dispatcher returning to the telephone line or when there will be a delay in the response for service.

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801.6 RADIO COMMUNICATIONS

The police radio system is for official use only, to be used by dispatchers to communicate with department members in the field. All transmissions shall be professional and made in a calm, businesslike manner, using proper language and correct procedures. Such transmissions shall include but are not limited to:

(a) Members acknowledging the dispatcher with their radio identification call signs and current location.

(b) Dispatchers acknowledging and responding promptly to all radio transmissions.

(c) Members keeping the dispatcher advised of their status and location.

Member and dispatcher acknowledgements shall be concise and without further comment unless additional information is needed.

The Dispatch Director shall be notified of radio procedure violations or other causes for complaint. All complaints and violations will be investigated and reported to the complainant's supervisor and processed through the chain of command.

801.6.1 FEDERAL COMMUNICATIONS COMMISSION COMPLIANCE

Truth or Consequences Police Department radio operations shall be conducted in accordance with Federal Communications Commission (FCC) procedures and requirements.

801.6.2 RADIO IDENTIFICATION

Radio call signs are assigned to department members based on factors such as duty assignment, uniformed patrol assignment, and/or member identification number. Dispatchers shall identify themselves on the radio with the appropriate station name or number, and identify the department member by the member's call sign. Members should use their call signs when initiating communication with the dispatcher. The use of the call sign allows for a brief pause so that the dispatcher can acknowledge the appropriate department member. Members initiating communication with other law enforcement or support agencies shall use their entire radio call sign, which includes the department station name or number.

801.7 DOCUMENTATION

It shall be the responsibility of SCRDA to document all relevant information on calls for service or self-initiated activity. Dispatchers shall attempt to elicit, document, and relay as much information as possible to enhance the safety of the member and assist in anticipating conditions that may be encountered at the scene. Desirable information would include, at a minimum:

- Incident control number.
- Date and time of request.
- Name and address of the reporting person, if possible.
- Type of incident reported.
- Involvement of weapons, drugs, and/or alcohol.

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- Location of incident reported.
- Identification of members assigned as primary and backup.
- Time of dispatch.
- Time of the responding member's arrival.
- Time of member's return to service.
- Disposition or status of reported incident.

801.8 CONFIDENTIALITY

Information that becomes available through SCRDA may be confidential or sensitive in nature. All members of SCRDA shall treat information that becomes known to them as confidential and release that information in accordance with the Protected Information Policy.

Automated data, such as Motor Vehicle Division records, warrants, criminal history information, records of internal police files, or medical information, shall only be made available to authorized law enforcement personnel. Prior to transmitting confidential information via the radio, an admonishment shall be made that confidential information is about to be broadcast.

801.9 TRAINING AND CERTIFICATION

All personnel hired as a telecommunicator shall complete an approved basic telecommunicator training program, unless waived under NMSA § 29-7C-5 or NMSA § 29-7C-6, and satisfy all other qualifications for certification set forth in the Public Safety Telecommunicator Training Act within 12 months of employment (NMSA § 29-7C-3; NMSA § 29-7C-5).

All telecommunicators shall complete in-service training as required by law and approved by the New Mexico Law Enforcement Certification Board (NMSA §29-7C-7).

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Evidence Vault

802.1 PURPOSE AND SCOPE

This policy provides guidelines for the proper processing, storage, security, and disposition of evidence and other property. This policy also provides for the protection of the chain of custody and identifies those persons authorized to remove and/or destroy property.

802.1.1 DEFINITIONS

Definitions related to this policy include:

Property - All articles placed in secure storage within the Evidence Vault, including the following:

- Evidence - Items taken or recovered in the course of an investigation that may be used in the prosecution of a case, including photographs and latent fingerprints.
- Found property - Items found by members of the Department or the public that have no apparent evidentiary value and where the owner cannot be readily identified or contacted.
- Safekeeping - Items received by the Department for safekeeping, such as a firearm, the personal property of an arrestee that has been not taken as evidence, and items taken for safekeeping under authority of law.

802.2 POLICY

It is the policy of the Truth or Consequences Police Department to process and store all property in a manner that will protect it from loss, damage, or contamination, while maintaining documentation that tracks the chain of custody, the location of property, and its disposition.

802.3 EVIDENCE VAULT SECURITY

The Evidence Vault shall maintain secure storage and control of all property in the custody of this department. A evidence technician shall be appointed by and will be directly responsible to the Chief of Police or the authorized designee. The evidence technician is responsible for the security of the Evidence Vault.

802.3.1 REFUSAL OF PROPERTY

The evidence technician has the obligation to refuse any piece of property that is hazardous or that has not been properly documented or packaged. Should the evidence technician refuse an item of property, they shall maintain secure custody of the item in a temporary property locker or other safe location and inform the submitting member's supervisor of the reason for refusal and the action required for acceptance into the Evidence Vault.

802.3.2 KEY CONTROL

Evidence Vault keys should be maintained by the evidence technician and members assigned to the Evidence Vault. An additional set of keys should be kept in a sealed and initialed envelope in an after-hours key box. Evidence Vault keys shall not be loaned to anyone and shall be maintained in a secure manner. If a Evidence Vault key is lost, all access points shall be re-keyed and new

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keys issued as necessary. After-hours access to the Evidence Vault via the additional set of keys must be documented in a memorandum and submitted to the Chief of Police or the authorized designee as soon as practicable.

802.3.3 ACCESS

Only authorized members assigned to the Evidence Vault shall have access to property storage areas. Any individual who needs to enter a property storage area (e.g., maintenance or repair contractors) must be approved by the Chief of Police or the authorized designee and accompanied by the evidence technician. Each individual must sign the Evidence Vault access log and indicate:

(a) The date and time of entry and exit.

(b) The purpose for access, including the specific case or property number.

Each access log entry shall be initialed by the accompanying department member.

No food or drink will be introduced into the evidence vault at any time, for any reason. It is the responsibility of the evidence technician to keep the evidence vault neat and tidy, clear of any slip, trip, or fall hazards.

802.4 PROPERTY HANDLING

The member who first comes into possession of any property is generally responsible for the care, custody, and control of such property until it is transferred to the evidence technician and/or processed and placed in a temporary property locker or storage area. Care shall be taken to maintain the chain of custody for all items of evidence.

Whenever property is taken from an individual, a property receipt form will be completed. The receipt shall describe the property and contain a notice on how to retrieve the property from the Department. A copy of the property receipt form shall be given to the individual from whom the property was taken.

802.4.1 PROCESSING AND PACKAGING

All property must be processed by the responsible member prior to the member going off-duty, unless otherwise approved by a supervisor. Members shall process and package property as follows:

(a) A property form shall be completed describing each item. List all known information, including:

1. The serial number.
2. The owner's name.
3. The finder's name.
4. Other identifying information or markings.

(b) Each item shall be marked with the member's initials and the date processed using a method that will not damage, deface, degrade, or devalue the item. Items too small or too delicate to mark should be individually packaged and labeled and the package marked with the member's initials and date.

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(c) Property shall be packaged in a container suitable for its size.

(d) A property tag shall be completed and attached to the property or container in which the property is stored.

(e) The case number shall be indicated on the property tag and the container.

(f) The property form, without the hard card portion (property control card), shall be submitted with the case report.

(g) The property control card shall be submitted with the property directly to the evidence technician or placed in a temporary property locker. Items too large to fit in a temporary property locker may be placed in a designated storage area that can be secured from unauthorized entry, and the property control card placed in a temporary property locker.

802.4.2 EXCEPTIONAL PROCESSING

The following items require special consideration and shall be processed as follows, unless special conditions dictate a reasonable deviation:

Bicycles - Bicycles and bicycle frames shall have a property tag securely attached and should be placed in the bicycle storage area.

Biological and related items - Evidence that may contain biological samples shall be indicated as such on the property form.

Property stained with bodily fluids, such as blood or semen, shall be air-dried in a secure location (e.g., locked drying cabinet) prior to processing.

Items of evidence collected from a crime scene that require specific storage requirements pursuant to laboratory processing shall have such storage requirements clearly indicated on the property form.

Items that are potential biohazards shall be appropriately packaged and marked "Biohazard" to reduce the risk of exposure or contamination.

Cash - Cash shall be counted in the presence of another member. The cash shall be placed in a property envelope and initialed by both members. A supervisor shall be contacted for cash in excess of $1,000. The supervisor shall witness the count, initial and date the envelope, and specify any additional security procedures that may be necessary.

Explosives and fireworks - Explosives will not be retained in the police facility. Fireworks that are considered stable and safe, as well as road flares or similar signaling devices, may be stored in proper containers in an area designated for storage of flammable materials.

The evidence technician is responsible for transporting to the fire department, on a regular basis, any fireworks or signaling devices that are not retained as evidence.

Firearms and other weapons - Firearms shall be unloaded and packaged separately from ammunition. Knife boxes should be used to package knives.

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Government property - License plates that have not been reported stolen or are of no evidentiary value should be placed in the designated container for return to the New Mexico Motor Vehicle Division (MVD). No formal property processing is required.

City property that is of no evidentiary value should be released directly to the appropriate City department. No formal property processing is required.

If no responsible City personnel can be located, the property should be held for safekeeping.

Sharps - Syringe tubes should be used to package syringes and needles.

802.4.3 CONTROLLED SUBSTANCES AND DANGEROUS DRUGS

(a) Controlled substances and dangerous drugs shall not be packaged with other property, but shall be processed separately using a separate property form.

(b) The member processing controlled substances and dangerous drugs shall retain such property in their possession until it is weighed, packaged, tagged, and placed in the designated controlled substances and dangerous drugs locker, accompanied by the property control card and lab copy of the property form.

(c) Prior to packaging and if the quantity allows, a presumptive test should be made on all suspected controlled substances and dangerous drugs. If conducted, the result of the test shall be included in the crime report.

1. The member shall package controlled substances and dangerous drugs as follows:

(a) Maintain the property in the container in which it was seized and place it in a property envelope of appropriate size.

(b) Seal and initial the property envelope and cover the initials with cellophane tape.

(c) Weigh the property envelope to obtain the Gross Package Weight (GPW).

(d) Write the GPW and then initial and date both the outside of the package and the property form.

(d) When the quantity of controlled substances and dangerous drugs exceeds the available safe storage capacity as determined by the evidence technician, the quantity shall be photographed and weighed.

1. A representative sample of sufficient quantity to allow scientific analysis of the controlled substances and dangerous drugs should be taken as allowed by state law and placed in a separate package or container.

2. Excess quantities should be stored or disposed of as required by law or directed by court order.

(e) Marijuana with any perceptible moisture content shall be loosely packaged in a container that allows for drying or shall be dried prior to storage. The evidence technician shall monitor stored marijuana for growth of mold.

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802.5 RECORDING OF PROPERTY

The evidence technician receiving custody of property shall ensure a property control card for each item or group of items is created. The property control card will be the permanent record of the property in the Evidence Vault. The evidence technician will record on the property control card their signature, GPW if the package contains controlled substances and dangerous drugs, the date and time the property was received, and where the property will be stored.

A unique property number shall be obtained for each item or group of items from the property log. This number shall be recorded on the property form, property tag, and the property control card. The property log shall document the following:

(a) Property number

(b) Case number

(c) Property tag number

(d) Item description

(e) Item storage location

(f) Receipt, release, and disposal dates

Any change in the location of property held by the Truth or Consequences Police Department shall be noted in the property log.

802.6 PROPERTY CONTROL

The evidence technician temporarily relinquishing custody of property to another person shall record on the property control card their signature, the date and time the property was released, the name and signature of the person accepting custody of the property, and the reason for release.

Any member receiving property shall be responsible for such property until it is returned to the Evidence Vault or released to another authorized person or entity.

The return of the property to the Evidence Vault should be recorded on the property control card, indicating the date, the time, the name and signature of the person who returned the property, and the name and signature of the person to whom the property was returned.

802.6.1 EVIDENCE

Every time evidence is released or received, an appropriate entry on the property control card shall be completed to maintain the chain of custody. No evidence is to be released without first receiving written authorization from the assigned supervisor or investigator.

The temporary release of evidence to members for investigative purposes or for court proceedings shall be noted on the property control card, stating the date, time, and to whom it was released. Requests for items of evidence needed for court proceedings shall be submitted to the evidence technician at least one day prior to the court date.

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Requests for laboratory analysis shall be completed on the appropriate lab form and submitted to the evidence technician. This request may be submitted any time after the property has been processed.

802.6.2 TRANSFER OF EVIDENCE TO CRIME LABORATORY

The evidence technician releasing items of evidence for laboratory analysis must complete the required information on the property control card. The transporting member will acknowledge receipt of the evidence by indicating the date and time on the property control card. The lab form will be transported with the evidence to the examining laboratory. Upon delivering the item, the member will record the delivery time on the lab form and the property control card, and obtain the signature of the person accepting responsibility for the evidence. The original copy of the lab form will remain with the evidence and a copy of the form will be returned to the Records Section for filing with the case.

802.6.3 CONTROLLED SUBSTANCES AND DANGEROUS DRUGS

The Chief of Police or the authorized designee will be responsible for the storage, control, and destruction of all controlled substances and dangerous drugs coming into the custody of this department. The GPW will be verified every time controlled substances and dangerous drugs are checked in or out of the Evidence Vault and any discrepancies noted on the outside of the package. Any change in weight should be immediately reported to the Chief of Police.

802.6.4 UNCLAIMED MONEY

The evidence technician shall submit an annual report, or more frequently as directed, regarding money that is presumed to have been abandoned to the Chief of Police and the City department responsible for auditing property. The evidence technician may deposit such money in compliance with existing laws upon receipt of proper authorization from the Chief of Police.

802.7 RELEASE OF PROPERTY

The Chief of Police or the authorized designee shall authorize the release of all property coming into the care and custody of the Department.

Release of property shall be made upon receipt of an authorized property release form listing the name and address of the person to whom the property is to be released. The property release form shall be signed by the authorizing supervisor or investigator, and must conform to the items listed on the property control card or must specify the specific items to be released. Release of all property shall be documented on the property control card.

Firearms or ammunition should only be released upon presentation of valid identification and authorized documents showing that the individual may legally possess the item.

All reasonable attempts shall be made to identify the rightful owner of found property and items held for safekeeping.

Found property and property held for safekeeping shall be retained for the period of time required by law. During such period, Evidence Vault members shall attempt to contact the rightful owner

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by telephone and/or mail when sufficient identifying information is available. The final disposition of all such property shall be fully documented on the property control card.

A evidence technician shall release such property when the owner presents proper identification and an authorized property release form has been received. The signature of the person receiving the property shall be recorded on the property control card.

If any item listed on a property control card has not been released, the property control card will remain with the Evidence Vault. When all property listed on the card has been released, the card shall be forwarded to the Records Section for filing with the case, and the release of all items shall be documented in the property log.

802.7.1 DISCREPANCIES

A supervisor shall be notified whenever a person alleges that there is a shortage or discrepancy regarding their property. The supervisor will interview the person claiming the shortage and notify the Chief of Police. The Chief of Police shall ensure that a search for the alleged missing items is completed and shall attempt to prove or disprove the claim.

802.7.2 DISPUTED CLAIMS TO PROPERTY

Occasionally, more than one party may claim an interest in property being held by this department, and the legal rights of the parties cannot be clearly established. Such property shall not be released until one party has obtained a valid court order or establishes an undisputed right to the property.

All parties should be advised that their claims are civil. In extreme situations, legal counsel for this department should be contacted.

802.8 RELEASE OF FIREARMS

Neither a firearm nor ammunition may be released until it has been verified that the person receiving the firearm is not prohibited from receiving or possessing the firearm or ammunition under federal or state law (18 USC § 922(d)).

802.8.1 RELEASE OF FIREARMS IN EXTREME RISK FIREARM PROTECTION MATTERS (ERFPO)

Within 10 days following expiration or termination of an ERFPO, any firearm seized or surrendered pursuant to the order shall be returned to the person who was subject to the ERFPO after (NMSA § 40-17-13):

(a) Confirming that the ERFPO is no longer in effect.

(b) Confirming through a national criminal records check that the person is legally eligible to own or possess the firearm under federal and state law.

802.8.2 TRANSFER OF FIREARMS IN ERFPO MATTERS

Upon written request from the person subject to an ERFPO, the evidence technician shall transfer possession of the person's firearm to a federally licensed firearms dealer or a lawful private party purchaser only after (NMSA § 40-17-13):

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(a) Confirming that the transfer is the result of a sale.

(b) Confirming that the person purchasing the firearm will be the actual owner of the firearm thereafter.

(c) Providing notice to the purchaser that it is unlawful to transfer or return the firearm to the person subject to the ERFPO while the order is in effect.

(d) In cases where the purchaser is a private party, conducting a national criminal records check to confirm that the purchaser is not prohibited from possessing a firearm under state or federal law.

802.8.3 RELEASE OF FIREARMS IN DOMESTIC ABUSE MATTERS
Within three business days of receipt of a request from a person formerly subject to a restraining order pursuant to the Family Violence Protection Act, any firearm seized or surrendered pursuant to the order shall be returned to the person after (NMSA § 40-13-13):

(a) Confirming that the restraining order is no longer in effect.

(b) Confirming through a national criminal records check that the person is legally eligible to own or possess a firearm under federal and state law.

If the person who owns the firearm does not wish to have the firearm returned or is not eligible to own or possess a firearm, the person is entitled to sell or transfer the firearm to a federal firearms licensee. The firearm shall not be released to the licensee until the evidence technician has proof from the federal firearms licensee that the person formerly subject to the restraining order has transferred the firearm to the licensee and verified the transfer with that person (NMSA § 40-13-13).

802.9 DESTRUCTION OR DISPOSAL OF PROPERTY

An authorized investigator or supervisor shall approve the destruction or disposal of all property held by this department.

All property not held for evidence in a pending criminal investigation or proceeding may be destroyed or disposed of in compliance with existing laws upon receipt of proper authorization from a supervisor (NMSA § 29-1-14). The disposition of all property shall be entered on the property control card and property log.

The following types of property shall be destroyed or disposed of in the manner and at the time prescribed by law, unless a different disposition is ordered by a court (NMSA § 29-1-14):

- Weapons or devices declared by law to be illegal to possess
- Controlled substances or dangerous drugs declared by law to be illegal to possess without a legal prescription
- Poisons
- Other contraband

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802.9.1 BIOLOGICAL EVIDENCE

The evidence technician shall ensure that no biological evidence held by this department is destroyed without adequate notification to the following persons, when applicable:

(a) The defendant

(b) The defendant's attorney

(c) The appropriate prosecutor and Attorney General

(d) Any sexual assault victim

(e) The Chief of Police or the authorized designee

Biological evidence shall be retained for a minimum period established by law or the expiration of any sentence imposed related to the evidence, whichever time period is greater (NMSA § 30-1-8). Following the retention period, notifications should be made by certified mail and should inform the recipient that the evidence will be destroyed after a date specified in the notice, unless a motion seeking an order to retain the sample is filed and served on this department within 90 days of the date of the notification. A record of all certified mail receipts shall be retained in the appropriate file. Any objection to, or motion regarding, the destruction of the biological evidence should be retained in the appropriate file and a copy forwarded to the Chief of Police or the authorized designee.

Biological evidence related to a homicide shall be retained indefinitely and may only be destroyed with the written approval of the Chief of Police and the head of the applicable prosecutor's office.

Biological evidence from an unsolved sexual assault should not be disposed of prior to expiration of the statute of limitations. Even after expiration of the applicable statute of limitations, the Chief of Police or the authorized designee should be consulted. The sexual assault survivor or their designee shall be notified in writing at least 180 days before disposal of the evidence. The notice shall include information about how to appeal the department's decision to dispose of the evidence (NMSA § 30-9-21).

802.9.2 MARIJUANA

At the first sign of mold growth, stored marijuana shall be photographed showing the mold growth. As soon as practicable, the evidence technician shall make efforts to lawfully destroy the contaminated marijuana, in compliance with this policy. The evidence technician should consult with the member assigned to the case investigation for authorization to destroy the remaining marijuana, after taking representative samples, and should request assistance from the appropriate prosecutor in obtaining a court order for immediate destruction.

802.9.3 MEDICAL MARIJUANA

The investigating member should advise the evidence technician and the prosecutor if the party from whom the marijuana was seized holds a valid medical permit to possess marijuana or claims that the possession of the marijuana is for medical purposes.

The evidence technician shall store marijuana, drug paraphernalia or other related property that is seized from a person engaged in or assisting with the use of medical marijuana.

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Marijuana that is infected with mold shall not be returned. This includes marijuana seized from a person who holds a valid medical permit to possess marijuana or who claims that possession of the marijuana is for medical purposes.

802.9.4 FIREARMS
Firearms obtained as part of the Family Violence Protection Act should be disposed of consistent with the requirements of NMSA § 40-13-13.

802.10 INSPECTION OF THE EVIDENCE VAULT

The Chief of Police or the authorized designee shall ensure that periodic, unannounced inspections of the Evidence Vault operations and storage facilities are conducted to ensure adherence to appropriate policies and procedures. The Chief of Police or the authorized designee also shall ensure that an audit is conducted annually, or as directed by the Chief of Police. Inspections and audits shall be conducted by a member of this department who is not routinely or directly connected with the Evidence Vault operations.

Whenever there is a change of assignment for any member with authorized access to the Evidence Vault, an inventory of all property shall be conducted by a person who is not associated with the Evidence Vault or its function. This is to ensure that all property is accounted for and the records are correct.

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Records Section

803.1 PURPOSE AND SCOPE

This policy establishes the guidelines for the operational functions of the Truth or Consequences Police Department Records Section. The policy addresses department file access and internal requests for case reports.

803.2 POLICY

It is the policy of the Truth or Consequences Police Department to maintain department records securely, professionally, and efficiently.

803.3 RESPONSIBILITIES

803.3.1 RECORDS CLERK

The Chief of Police shall appoint and delegate certain responsibilities to a Records Clerk. The Records Clerk shall be directly responsible to the Chief of Police or the authorized designee.

The responsibilities of the Records Clerk include but are not limited to:

(a) Overseeing the efficient and effective operation of the Records Section.

(b) Scheduling and maintaining Records Section time records.

(c) Supervising, training, and evaluating Records Section staff.

(d) Maintaining and updating a Records Section procedure manual.

(e) Ensuring compliance with established policies and procedures.

(f) Supervising the access, use and release of protected information (see the Protected Information Policy).

(g) Establishing security and access protocols for case reports designated as sensitive, where additional restrictions to access have been implemented. Sensitive reports may include but are not limited to:

1. Homicides.
2. Cases involving department members or public officials.
3. Any case where restricted access is prudent.

803.3.2 RECORDS SECTION

The responsibilities of the Records Section include but are not limited to:

(a) Maintaining a records management system for case reports.

1. The records management system should include a process for numbering, identifying, tracking, and retrieving case reports.

(b) Entering case report information into the records management system.

1. Modification of case reports shall only be made when authorized by a supervisor.

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(c) Providing members of the Department with access to case reports when needed for investigation or court proceedings.

(d) Maintaining compliance with federal, state, and local regulations regarding reporting requirements of crime statistics.

1. This includes compliance with hate crimes reporting to the FBI (NMSA § 31-18B-4).

(e) Maintaining compliance with federal, state, and local regulations regarding criminal history reports and auditing.

(f) Identifying missing case reports and notifying the responsible member's supervisor.

(g) Establishing a process for collecting and submitting data to appropriate federal data collection authorities (e.g., FBI National Use-of-Force Data Collection), as applicable, for the following types of occurrences:

1. Officer suicides
2. Officer misconduct
3. Uses of force
4. Officer deaths or assaults
5. Crime incidents
6. Deaths in custody

(h) Establishing a process with regard to orders of protection issued under the Family Violence Protection Act (NMSA § 40-13-6). The process shall include:

1. Entering orders into the National Crime Information Center's order of protection file within 72 hours of receipt.
2. Filing of the original receipt of surrendered firearms with the court within 72 hours of taking possession of any firearms. A copy of the receipt shall also be properly maintained by the Department.

(i) Establishing a process for maintaining compliance with annual reporting required by the Electronic Communications Privacy Act, as applicable (NMSA § 10-16F-6).

(j) Establishing a process for the following with regard to extreme risk firearm protection orders (ERFPOs):

1. Filing of the original receipt of surrendered firearms with the court within 72 hours of service of an ERFPO as required by NMSA § 40-17-10.
   (a) A copy of the receipt shall also be properly maintained by the Department.
2. Properly entering ERFPOs into state and national systems and databases as required by NMSA § 40-17-12.
3. Upon the expiration or termination of an ERFPO, promptly removing orders from state computer-based systems and providing notice to federal computer-based systems and databases as required by NMSA § 40-17-12.

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(a) Upon a written request, an affidavit affirming the removal and notice shall be provided to the person subject to the ERFPO within five days.

803.4 FILE ACCESS AND SECURITY

The security of files in the Records Section must be a high priority and shall be maintained as mandated by state or federal law. All case reports including but not limited to initial supplemental, follow-up, evidence, and any other reports related to a police department case, including field interview (FI) cards, criminal history records, and publicly accessible logs, shall be maintained in a secure area within the Records Section, accessible only by authorized members of the Records Section. Access to case reports or files when Records Section staff is not available may be obtained through the supervisor.

The Records Section will also maintain a secure file for case reports deemed by the Chief of Police as sensitive or otherwise requiring extraordinary access restrictions.

803.4.1 ORIGINAL CASE REPORTS

Generally, original case reports shall not be removed from the Records Section. Should an original case report be needed for any reason, the requesting department member shall first obtain authorization from the Records Clerk. All original case reports removed from the Records Section shall be recorded on a designated report check-out log, which shall be the only authorized manner by which an original case report may be removed from the Records Section.

All original case reports to be removed from the Records Section shall be photocopied and the photocopy retained in the file location of the original case report until the original is returned to the Records Section. The photocopied report shall be shredded upon return of the original report to the file.

803.5 CONFIDENTIALITY

Records Section staff has access to information that may be confidential or sensitive in nature. Records Section staff shall not access, view, or distribute, or allow anyone else to access, view, or distribute any record, file, or report, whether in hard copy or electronic file format, or any other confidential, protected, or sensitive information except in accordance with the Records Maintenance and Release and Protected Information policies and the Records Section procedure manual.

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Records Maintenance and Release

804.1 PURPOSE AND SCOPE

This policy provides guidance on the maintenance and release of department records. Protected information is separately covered in the Protected Information Policy.

804.2 POLICY

The Truth or Consequences Police Department is committed to providing public access to records in a manner that is consistent with the New Mexico Inspection of Public Records Act (IPRA) (NMSA § 14-2-1 et seq.).

804.3 RECORDS CLERK

The Chief of Police shall designate a Records Clerk (NMSA § 14-2-7). The responsibilities of the Records Clerk include but are not limited to:

(a) Managing the records management system for the Department, including the retention, archiving, release, and destruction of department public records (1.21.3.9 NMAC).

(b) Maintaining and updating the department records retention schedule, including:

1. Identifying the minimum length of time the Department must keep records.
2. Identifying the an officer responsible for the original record.

(c) Establishing rules regarding the inspection and copying of department public records as reasonably necessary for the protection of such records.

(d) Establishing rules regarding the receiving and responding to written requests for inspection of records (NMSA §14-2-7; NMSA § 14-2-8).

(e) Identifying records or portions of records that are confidential under state or federal law and not open for inspection or copying.

(f) Establishing rules regarding the processing of subpoenas for the production of records.

(g) Ensuring the availability of a current schedule of fees for public records as allowed by law (NMSA § 14-2-9).

(h) Preparing and making available to the public by posting in a conspicuous location and on the publicly accessible department website a description of the basic rights of a person who requests public information; the procedures for requesting inspection or copies of public records, including the contact information for the Records Clerk; reasonable fees for copying records; and the responsibility of a public body to make available public records for inspection (NMSA § 14-2-7).

804.4 PROCESSING REQUESTS FOR PUBLIC RECORDS

Any department member who receives a request for any record shall route the request to the Records Clerk or the authorized designee.

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804.4.1 REQUESTS FOR RECORDS

The processing of requests for any record is subject to the following:

(a) Requests for inspection of records may be submitted verbally or written including by facsimile or electronic mail (NMSA § 14-2-7; NMSA § 14-2-8).

1. Written requests shall include the name, address, and phone number of the person seeking access to the records and shall identify the records sought with reasonable particularity. No individual requesting records shall be required to state the reason for inspecting the records.

(b) The Department is not required to create records that do not exist (NMSA § 14-2-8).

(c) When a record contains material with release restrictions and material that is not subject to release restrictions, the restricted material shall be redacted and the unrestricted material released as provided in NMSA § 14-2-9.

1. A copy of the redacted release should be maintained in the case file for proof of what was actually released and as a place to document the reasons for the redactions. If the record is audio or video, a copy of the redacted audio/video release should be maintained in the department-approved media storage system, and a notation should be made in the case file to document the release and the reasons for the redacted portions.

(d) Copies of records shall be provided in the same medium, electronic or paper, in which the request was made in addition to any other medium that is appropriate (NMSA § 14-2-7; NMSA § 14-2-9).

(e) Inspection of records shall be permitted immediately or as soon as practicable, but no later than 15 days after receiving a written request (NMSA § 14-2-8).

1. If the inspection is not permitted within three business days, the Records Clerk shall provide a written explanation of when the records will be available for inspection or when the Records Clerk will respond to the request. The three-day period shall not begin until the written request is delivered to the office of the Records Clerk.

(f) If it is determined that the record request is excessively burdensome or broad, an additional reasonable period of time shall be allowed. The Records Clerk shall provide written notification to the requester within 15 days of receipt of the written request for the need of additional time (NMSA § 14-2-10).

(g) If the Department is not in possession or has the responsibility of the records requested, the Records Clerk shall promptly forward the request to the custodian of the requested public records, if known, and notify the requester (NMSA § 14-2-8).

1. The notification shall state the reason for the absence of the records from the Department, the records location, and the name and address of the custodian.

804.4.2 DENIALS

If a written request is denied, the Records Clerk shall provide the requester with a written explanation of the denial. The denial shall describe the records sought, the name and titles or

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positions of each person responsible for the denial, and be delivered or mailed to the requester within 15 days after the written request for inspection was received (NMSA § 14-2-11).

804.4.3 REQUESTS FOR VIDEO OR AUDIO
A request for release of video or audio shall specify at least one of the following (NMSA § 14-2-1.2):

(a) The computer-aided dispatch record number

(b) The police report number

(c) The date or date range with reasonable specificity and at least one of the following:

1. The name of the officer
2. The approximate time
3. The approximate location
4. Other criteria established and published by the Department to facilitate access to videos

804.5 RELEASE RESTRICTIONS
Examples of release restrictions include:

(a) Any personal identifying information, including an individual's photograph; Social Security and driver identification numbers; name, address and telephone number; and medical or disability information that is contained in any driver's license record, motor vehicle record, or any department record, including traffic accident reports, is restricted except as authorized by the Department, and only when such use or disclosure is permitted or required by law to carry out a legitimate law enforcement purpose (18 USC § 2721; 18 USC § 2722).

(b) Personal identifier information (NMSA § 14-2-1.1; NMSA § 14-2-6).

(c) Prior to charges filed, name, addresses, contact information or protected personal identifier information of victims of or non-law enforcement witnesses of alleged crimes as provided in NMSA § 14-2-1.2.

(d) Prior to charges filed, name, addresses, contact information or protected personal identifier information of individuals who are accused but not charged with a crime (NMSA § 14-2-1.2).

(e) Visual depiction of a deceased person, depictions of great bodily harm, or acts of severe violence resulting in great bodily harm unless caused by a law enforcement officer as described in NMSA § 14-2-1.2.

(f) Visual depiction of an individual's intimate body parts as described in NMSA § 14-2-1.2.

(g) Visual or audio depiction of the notification to a member of the public of a family member's death (NMSA § 14-2-1.2).

(h) Confidential sources, methods, or information (NMSA § 14-2-1.2).

(i) Records pertaining to a physical or mental examination and medical treatment of individuals unless the information could be relevant to a criminal investigation or an

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investigation of misfeasance, malfeasance, or other suspected violation of law as provided in NMSA § 14-2-1.2.

(j) Attorney-client privilege information (NMSA § 14-2-1).

(k) Child abuse and neglect records except where allowed by law (NMSA § 32A-4-33).

(l) Adult abuse records except where allowed by law (NMSA § 27-7-29).

(m) Tactical response plans or procedures prepared for or by the state of New Mexico or a political subdivision of the state (NMSA § 14-2-1).

(n) Information relating to an applicant or to a licensee of a concealed handgun license except as allowed by law (NMSA § 29-19-6).

(o) Any other information that may be appropriately denied by state or federal law.

804.6 SUBPOENAS AND DISCOVERY REQUESTS

Any member who receives a subpoena duces tecum or discovery request for records should promptly contact a supervisor and the Records Clerk for review and processing. While a subpoena duces tecum may ultimately be subject to compliance, it is not an order from the court that will automatically require the release of the requested information.

Generally, discovery requests and subpoenas from criminal defendants and their authorized representatives (including attorneys) should be referred to the District Attorney, City Attorney or the courts.

All questions regarding compliance with any subpoena duces tecum or discovery request should be promptly referred to legal counsel for the Department so that a timely response can be prepared.

804.7 RELEASED RECORDS TO BE MARKED

Each page of any written record released pursuant to this policy should be stamped in a colored ink or otherwise marked to indicate the department name and to whom the record was released.

Each audio/video recording released should include the department name and to whom the record was released.

804.8 EXPUNGEMENT

Expungement orders received by the Department shall be reviewed for appropriate action by the Records Clerk. The Records Clerk shall expunge such records as ordered by the court. Records may include but are not limited to a record of arrest, investigation, detention, or conviction. Once a record is expunged, members shall respond to any inquiry as though the record did not exist (NMSA § 29-3A-5; NMSA § 29-3A-7).

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Protected Information

805.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the access, transmission, release, and security of protected information by members of the Truth or Consequences Police Department. This policy addresses the protected information that is used in the day-to-day operation of the Department and not the public records information covered in the Records Maintenance and Release Policy.

805.1.1 DEFINITIONS

Definitions related to this policy include:

Protected information - Any information or data that is collected, stored, or accessed by members of the Truth or Consequences Police Department and is subject to any access or release restrictions imposed by law, regulation, order, or use agreement. This includes all information contained in federal, state, or local law enforcement databases that is not accessible to the public.

805.2 POLICY

Members of the Truth or Consequences Police Department will adhere to all applicable laws, orders, regulations, use agreements, and training related to the access, use, dissemination, and release of protected information.

805.3 RESPONSIBILITIES

The Chief of Police shall select a member of the Department to coordinate the use of protected information.

The responsibilities of this position include but are not limited to:

(a) Ensuring member compliance with this policy and with requirements applicable to protected information, including requirements for the National Crime Information Center (NCIC) system, National Law Enforcement Telecommunications System (NLETS), Motor Vehicle Division (MVD) records, and Law Enforcement Data System (LEDS)/New Mexico Law Enforcement Telecommunications System (NMLETS).

(b) Developing, disseminating, and maintaining procedures that adopt or comply with the U.S. Department of Justice's current Criminal Justice Information Services (CJIS) Security Policy. See the Truth or Consequences Police Department CJIS Access, Maintenance, and Security Policy for additional guidance.

(c) Developing, disseminating, and maintaining any other procedures necessary to comply with any other requirements for the access, use, dissemination, release, and security of protected information.

(d) Developing procedures to ensure training and certification requirements are met.

(e) Resolving specific questions that arise regarding authorized recipients of protected information.

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(f) Ensuring security practices and procedures are in place to comply with requirements applicable to protected information.

805.4 ACCESS TO PROTECTED INFORMATION

Protected information shall not be accessed in violation of any law, order, regulation, user agreement, Truth or Consequences Police Department policy, or training. Only those members who have completed applicable training and met any applicable requirements, such as a background check, may access protected information, and only when the member has a legitimate work-related reason for such access.

Unauthorized access, including access for other than a legitimate work-related purpose, is prohibited and may subject a member to administrative action pursuant to the Personnel Complaints Policy and/or criminal prosecution. See the CJIS Access, Maintenance, and Security Policy for additional guidance.

805.5 RELEASE OR DISSEMINATION OF PROTECTED INFORMATION

Protected information may be released only to authorized recipients who have both a right to know and a need to know.

A member who is asked to release protected information that should not be released should refer the requesting person to a supervisor or to the Records Clerk for information regarding a formal request.

Unless otherwise ordered or when an investigation would be jeopardized, protected information maintained by the Department may generally be shared with authorized persons from other law enforcement agencies who are assisting in the investigation or conducting a related investigation. Any such information should be released through the Records Section to ensure proper documentation of the release (see the Records Maintenance and Release Policy).

Protected information, such as Criminal Justice Information (CJI), which includes Criminal History Record Information (CHRI), should generally not be transmitted by radio, cellular telephone, or any other type of wireless transmission to members in the field or in vehicles through any computer or electronic device, except in cases where there is an immediate need for the information to further an investigation or where circumstances reasonably indicate that the immediate safety of officers, other department members, or the public is at risk.

Nothing in this policy is intended to prohibit broadcasting warrant information.

805.6 SECURITY OF PROTECTED INFORMATION

The Chief of Police will select a member of the Department to oversee the security of protected information.

The responsibilities of this position include but are not limited to (see the CJIS Access, Maintenance, and Security Policy for additional guidance):

(a) Developing and maintaining security practices, procedures, and training.

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(b) Ensuring federal and state compliance with the CJIS Security Policy and the requirements of any state or local criminal history records systems.

(c) Establishing procedures to provide for the preparation, prevention, detection, analysis, and containment of security incidents, including computer attacks.

(d) Tracking, documenting, and reporting all breach of security incidents to the Chief of Police and appropriate authorities.

805.6.1 MEMBER RESPONSIBILITIES

Members accessing or receiving protected information shall ensure the information is not accessed or received by persons who are not authorized to access or receive it. This includes leaving protected information, such as documents or computer databases, accessible to others when it is reasonably foreseeable that unauthorized access may occur (e.g., on an unattended table or desk, in or on an unattended vehicle, in an unlocked desk drawer or file cabinet, on an unattended computer terminal).

805.7 TRAINING

All members authorized to access or release protected information shall complete a training program that complies with any protected information system requirements and identifies authorized access and use of protected information, as well as its proper handling and dissemination.

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Animal Control

806.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for interacting with animals and responding to calls for service that involve animals.

806.2 POLICY

It is the policy of the Truth or Consequences Police Department to be responsive to the needs of the community regarding animal-related issues. This includes enforcing local, state, and federal laws relating to animals and appropriately resolving or referring animal-related problems, as outlined in this policy.

806.3 ANIMAL CONTROL RESPONSIBILITIES

Animal control services are generally the primary responsibility of Animal Control and include the following (NMSA § 77-1-15.1; 7.4.2.17 NMAC):

(a) Animal-related matters during periods when Animal Control is available.

(b) Ongoing or persistent animal nuisance complaints. Such complaints may be scheduled, if reasonable, for handling during periods that Animal Control is available for investigation and resolution.

(c) Follow-up on animal-related calls, such as locating owners of injured animals.

806.4 MEMBER RESPONSIBILITIES

Members who respond to or assist with animal-related calls for service should evaluate the situation to determine appropriate actions to control the situation.

Due to the hazards of handling animals without proper training and equipment, responding members generally should not attempt to capture or pick up any animal, but should keep the animal under observation until the arrival of appropriate assistance.

Members may consider acting before the arrival of such assistance when:

(a) There is a threat to public safety.

(b) An animal has bitten someone. Members should take measures to confine the animal and prevent further injury.

(c) An animal is creating a traffic hazard.

(d) An animal is seriously injured.

(e) The owner/handler of an animal has been arrested or is incapacitated. In such circumstances, the member should find appropriate placement for the animal.

1. This is only necessary when the arrestee is expected to be in custody for a time period longer than would reasonably allow them to properly care for the animal.
2. With the owner's consent, locating appropriate placement may require contacting relatives or neighbors to care for the animal.

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3. If no person can be found or the owner does not or cannot give consent, the animal should be taken to a designated animal care facility.

806.5 ANIMAL CRUELTY COMPLAINTS

Laws relating to the cruelty to animals should be enforced, including but not limited to NMSA § 30-18-1 et seq. (e.g., cruelty to animals, dog fighting, cockfighting).

(a) An investigation should be conducted on all reports of animal cruelty.

(b) Legal steps should be taken to protect an animal that is in need of immediate care or protection from acts of cruelty.

806.6 ANIMAL BITE REPORTS

Members investigating an animal bite should obtain as much information as possible for follow-up with the appropriate health or animal authorities. Efforts should be made to capture or otherwise have the animal placed under control. Members should attempt to identify and notify the owner of the final disposition of the animal.

806.7 STRAY DOGS

If the dog has a license or can otherwise be identified, the owner should be contacted, if possible. If the owner is contacted, the dog should be released to the owner and a citation may be issued, if appropriate. If a dog is taken into custody, it shall be transported to the appropriate shelter/ holding pen.

Members shall provide reasonable treatment to animals in their care (e.g., food, water, shelter).

806.8 DANGEROUS ANIMALS

In the event responding members cannot fulfill a request for service because an animal is difficult or dangerous to handle, the supervisor will be contacted to determine available resources, including requesting the assistance of animal control services from an allied agency.

806.9 PUBLIC NUISANCE CALLS RELATING TO ANIMALS

Members should diligently address calls related to nuisance animals (e.g., barking dogs), because such calls may involve significant quality-of-life issues.

806.10 DECEASED ANIMALS

When a member becomes aware of a deceased animal, all reasonable attempts should be made to preliminarily determine if the death of the animal is related to criminal activity.

Deceased animals on public property should be removed, sealed in a plastic bag, and properly disposed of by the responding member.

Members should not climb onto or under any privately owned structure for the purpose of removing a deceased animal.

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806.11 INJURED ANIMALS

When a member becomes aware of an injured domesticated animal, all reasonable attempts should be made to contact an owner or responsible handler. If an owner or responsible handler cannot be located, the animal should be taken to a designated animal care facility.

806.12 DESTRUCTION OF ANIMALS

When it is necessary to use a firearm to euthanize a badly injured animal or stop an animal that poses an imminent threat to human safety, the Firearms Policy shall be followed. A badly injured animal shall only be euthanized with the approval of a supervisor.

806.13 ATTACHMENTS

See attachment: MOU Animal Control and Shelter Services.pdf

See attachment: MOU Animal Control - Elephant Butte.pdf

See attachment: Sierra County Animal Control JPA.pdf

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Jeanne Clery Campus Safety Act

807.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines to ensure this department fulfills its obligation in complying with the Jeanne Clery Campus Safety Act (Clery Act).

807.2 POLICY

The Truth or Consequences Police Department encourages accurate and prompt reporting of all crimes and takes all such reports seriously (20 USC § 1092(f)(1)(C)(iii)). Reports will be accepted in any manner, including in person or in writing, at any Truth or Consequences Police Department facility. Reports will be accepted anonymously, by phone, via email, or on the institution's website.

It is the policy of the Truth or Consequences Police Department to comply with the Clery Act. Compliance with the Clery Act requires a joint effort between the Truth or Consequences Police Department and the administration of the institution.

Supervisors who are assigned areas of responsibility in the following policy sections are expected to be familiar with the subsections of 20 USC § 1092(f) and 34 CFR 668.46 that are relevant to their responsibilities.

807.3 POLICY, PROCEDURE, AND PROGRAM DEVELOPMENT

The Chief of Police shall:

(a) Ensure that the Truth or Consequences Police Department establishes procedures for immediate emergency response and evacuation, including the use of electronic and cellular communication, and testing of these procedures (20 USC § 1092(f)(1)(J)(i); 20 USC § 1092(f)(1)(J)(iii)).

(b) Enter into agreements as appropriate with local law enforcement agencies to:

1. Identify roles in the investigation of alleged criminal offenses on campus (20 USC § 1092(f)(1)(C)(ii)).
2. Assist in the monitoring and reporting of criminal activity at off-campus student organizations that are recognized by the institution and engaged in by students attending the institution, including student organizations with off-campus housing facilities (20 USC § 1092(f)(1)(G)).
3. Ensure coordination of emergency response and evacuation procedures, including procedures to immediately notify the campus community upon the confirmation of a significant emergency or dangerous situation (20 USC § 1092(f)(1)(J)).
4. Notify the Truth or Consequences Police Department of criminal offenses reported to local law enforcement agencies to assist the institution in meeting its reporting requirements under the Clery Act (20 USC § 1092(f)(1)(F)).
5. Notify the Truth or Consequences Police Department of criminal offenses reported to local law enforcement agencies to assist in making information available to the campus community in a timely manner and to aid in the

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prevention of similar crimes. Such disseminated information shall withhold the names of victims as confidential (20 USC § 1092(f)(3)).

(c) Appoint a designee to develop programs that are designed to inform students and employees about campus security procedures and practices, and to encourage students and employees to be responsible for their own security and the security of others (20 USC § 1092(f)(1)(D)).

(d) Appoint a designee to develop programs to inform students and employees about the prevention of crime (20 USC § 1092(f)(1)(E)).

(e) Appoint a designee to develop educational programs to promote the awareness of rape, acquaintance rape, domestic abuse, dating violence, sexual assault, and stalking, and what to do if an offense occurs, including but not limited to who should be contacted, the importance of preserving evidence, and to whom the alleged offense should be reported (20 USC § 1092(f)(8)(B)). The designee shall also develop written materials to be distributed to reporting persons that explain the rights and options provided for in 20 USC § 1092 (20 USC § 1092(f)(8)(C)).

(f) Appoint a designee to make the appropriate notifications to institution staff regarding missing person investigations in order to ensure that the institution complies with the requirements of 34 CFR 668.46(h).

(g) Appoint a designee to assist in the development of prevention and awareness programs related to hazing as defined by the institution, including but not limited to the procedures for reporting and investigating incidents; information on local, state, and tribal laws on hazing; and hazing prevention strategies (20 USC § 1092(f)(1)(K); 20 USC § 1092(f)(1)(L)).

807.4 RECORDS COLLECTION AND RETENTION

The Records Clerk is responsible for maintaining Truth or Consequences Police Department statistics and making reasonable good-faith efforts to obtain statistics from other law enforcement agencies as necessary to allow the institution to comply with its reporting requirements under the Clery Act (20 USC § 1092(f)(1)(F)). The statistics shall be compiled as follows:

(a) Statistics concerning the occurrence of the following criminal offenses reported to this department or to local police agencies that occurred on campus, in or on non-campus buildings or property, and on public property including streets, sidewalks, and parking facilities within the campus or immediately adjacent to and accessible from the campus (20 USC § 1092(f)(1)(F)(i); 34 CFR 668.46(c)):

1. Murder
2. Sex offenses, forcible or non-forcible
3. Robbery
4. Aggravated assault
5. Burglary
6. Motor vehicle theft
7. Manslaughter

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8. Arson
9. Arrests or persons referred for campus disciplinary action for liquor law violations, drug-related violations, and weapons possession
10. Dating violence, domestic abuse, and stalking
11. Hazing

(b) Statistics concerning the crimes described in the section above, theft, simple assault, intimidation, destruction, damage or vandalism of property, and other crimes involving bodily injury to any person where the victim was intentionally selected because of their actual or perceived race, sex, religion, gender, gender identity, sexual orientation, ethnicity, or disability. These statistics should be collected and reported according to the category of prejudice (20 USC § 1092(f)(1)(F)(ii); 34 CFR 668.46(c)).

(c) The statistics shall be compiled using the definitions in the FBI's Uniform Crime Reporting (UCR) system and modifications made pursuant to the Hate Crime Statistics Act (20 USC § 1092(f)(7); 34 CFR 668.46(c)(9)). For the offenses of domestic abuse, dating violence, and stalking, such statistics shall be compiled in accordance with the definitions used in the Violence Against Women Act (20 USC § 1092(f)(7); 34 USC § 12291; 34 CFR 668.46(a)). The statistics will be categorized separately as offenses that occur (20 USC § 1092(f)(13); 34 CFR 668.46(c)(5)):

1. On campus.
2. In or on a non-campus building or property.
3. On public property.
4. In dormitories or other on-campus residential or student facilities.

(d) Statistics will be included by the calendar year in which the crime was reported to the Truth or Consequences Police Department (34 CFR 668.46(c)(3)).

(e) Stalking offenses will include a statistic for each year in which the stalking conduct is reported and will be recorded as occurring either at the first location in which the stalking occurred or the location where the victim became aware of the conduct (34 CFR 668.46(c)(6)).

(f) Statistics will include the three most recent calendar years (20 USC § 1092(f)(1)(F); 34 CFR 668.46(c)).

(g) The statistics shall not identify victims of crimes or persons accused of crimes (20 USC § 1092(f)(7)).

(h) Hazing incident statistics shall be compiled using the definitions in the Stop Campus Hazing Act (20 USC § 1092 (f)(6)(A)(vi)). The statistics shall be compiled for each single incident and as required by 20 USC § 1092(f)(7).

807.4.1 CRIME LOG

The Records Clerk is responsible for ensuring a daily crime log is created and maintained as follows (20 USC § 1092(f)(4); 34 CFR 668.46(f)):

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(a) The daily crime log will record all crimes reported to the Truth or Consequences Police Department, including the nature, date, time, and general location of each crime, and the disposition, if known.

(b) All log entries shall be made within two business days of the initial report being made to the Department.

(c) If new information about an entry becomes available, then the new information shall be recorded in the log not later than two business days after the information becomes available to the police department or security department.

(d) The daily crime log for the most recent 60-day period shall be open to the public for inspection at all times during normal business hours. Any portion of the log that is older than 60 days must be made available within two business days of a request for public inspection. Information in the log is not required to be disclosed when:

1. Disclosure of the information is prohibited by law.
2. Disclosure would jeopardize the confidentiality of the victim.
3. There is clear and convincing evidence that the release of such information would jeopardize an ongoing criminal investigation or the safety of an individual, may cause a suspect to flee or evade detection, or could result in the destruction of evidence. In any of these cases, the information may be withheld until that damage is no longer likely to occur from the release of such information.

807.5 INFORMATION DISSEMINATION

It is the responsibility of the Chief of Police to ensure that the required Clery Act disclosures are properly forwarded to campus administration and community members in accordance with institution procedures. This includes:

(a) Procedures for providing emergency notification of crimes or other incidents and evacuations that might represent an imminent threat to the safety of students or employees (20 USC § 1092(f)(3); 34 CFR 668.46(e); 34 CFR 668.46(g)).

(b) Procedures for notifying the campus community about crimes considered to be a threat to other students and employees in order to aid in the prevention of similar crimes. Such disseminated information shall withhold the names of victims as confidential (20 USC § 1092(f)(3)).

(c) Information necessary for the institution to prepare its annual security report (20 USC § 1092(f)(1); 34 CFR 668.46(b)). This report will include but is not limited to:

1. Crime statistics and the policies for preparing the crime statistics.
2. Crime and emergency reporting procedures, including the responses to such reports.
3. Policies concerning security of and access to campus facilities.
4. Crime, dating violence, domestic abuse, sexual assault, and stalking awareness and prevention programs, including:
    (a) Procedures victims should follow.

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(b) Procedures for protecting the confidentiality of victims and other necessary parties.

5. Policies and incident prevention and awareness programs concerning hazing, including:
   (a) Procedures for reporting incidents.
   (b) Procedures for investigating incidents.
   (c) Information on applicable local, state, and tribal laws on hazing.
   (d) Primary prevention strategies (e.g., bystander intervention, ethical leadership, building group cohesion without hazing).
6. Enforcement policies related to alcohol and illegal drugs.
7. Locations where the campus community can obtain information about registered sex offenders.
8. Emergency response and evacuation procedures.
9. Missing student notification procedures.
10. Information addressing the jurisdiction and authority of campus security including any working relationships and agreements between campus security personnel and both state and local law enforcement agencies.

(d) Information necessary for the institution to prepare the Campus Hazing Transparency Report (CHTR) (20 USC § 1092(f)(9)).

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CJIS Access, Maintenance, and Security

808.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the use, maintenance, and security of department systems that access Criminal Justice Information.

808.1.1 DEFINITIONS

Definitions related to this policy include:

Criminal Justice Information (CJI) - Data provided by FBI Criminal Justice Information Services (CJIS) that is necessary for law enforcement agencies to perform their mission and enforce the laws (e.g., biometric, identity history, person, organization, case/incident history data).

Security incident - Any incident that compromises the security of CJI or systems that access CJI. Examples include but are not limited to unauthorized use of legitimate code or credentials within department systems, email communications that contain malicious code, data breaches, signaling to external systems, and unauthorized exporting of information.

808.2 POLICY

It is the policy of the Truth or Consequences Police Department to maintain the security, confidentiality, and integrity of its information systems that access CJI by collaborating with appropriate state and federal agencies to implement the applicable established protocols.

808.3 CJIS COORDINATOR

The Chief of Police shall appoint a CJIS coordinator, who shall be responsible for the Truth or Consequences Police Department's adherence to FBI CJIS Security Policy requirements.

The CJIS coordinator shall establish procedures necessary to govern the department's use, maintenance, and security of systems that access CJI as described in this policy.

808.3.1 CJIS COORDINATOR RESPONSIBILITIES

The responsibilities of the CJIS coordinator include but are not limited to:

(a) Coordinating with others, such as the information technology or legal departments, as appropriate, to maintain department compliance with FBI CJIS Security Policy requirements and the New Mexico Department of Public Safety.

(b) Managing member accounts with access to CJI, including:

1. Creating, enabling, modifying, disabling, and removing member accounts in accordance with this policy and the FBI CJIS Security Policy.
2. Configuring member accounts in accordance with federal and state requirements (e.g., limiting unsuccessful login attempts).
3. Reviewing member accounts for compliance with legal and policy requirements at least annually.

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(c) Overseeing the maintenance, repair, and replacement of CJI systems and system components in accordance with manufacturer or vendor specifications and/or department requirements, including:

1. Maintaining a list of organizations and personnel approved by the Chief of Police to perform maintenance on CJI systems.
2. Approving, scheduling, documenting, and monitoring all maintenance and diagnostic activities, whether performed on-site, remotely, or off-site, and maintaining records.
3. Verifying that non-escorted personnel performing maintenance on any CJI system or terminal possess the required access authorizations, and designating members who have the required access authorizations and technical competence to supervise the maintenance activities of personnel who do not possess the required access authorizations.
4. Maintaining records for all system maintenance and diagnostic activities.

(d) Monitoring department systems that have access to CJI to ensure compliance with applicable laws and this policy; developing processes to detect, identify, and correct flaws in software and firmware; and conducting security updates as necessary.

(e) Providing for the security of hardware that includes provisions for the following:

1. How hardware is to be brought into and taken out of department facilities
2. Physical security of hardware within department facilities
3. Physical security of areas containing network connections and transmission lines, including monitored access

(f) Implementing and carrying out the department Incident Response Plan, including:

1. Tracking and documenting all suspected or actual security incidents related to CJI in an appropriate manner.
2. Directing annual testing of the department's information security incident response capabilities using tabletop or walk-through exercises, simulations, or other types of testing.
3. Making the appropriate notifications outside of the Department (see the Records Maintenance and Release Policy for additional guidance).
4. Providing information on security incidents to any third-party software developers or vendors as appropriate.

(g) Protecting digital and non-digital media that contain CJI, including physical security, transportation, destruction/sanitization, and documentation requirements.

(h) Developing and updating department information security and privacy literacy training and incident response training as required by policy.

(i) Maintaining audit records in accordance with the established records retention schedule, but in no event for less than one year.

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(j) Managing the development, documentation, and dissemination of procedures for the following:

1. Awareness and training
2. Incident response
3. Audit and accountability
4. Access control
5. Identification and authentication
6. Configuration management
7. Media protection
8. Physical and environmental protection
9. System and communications protection
10. System and information integrity
11. Maintenance
12. Security and privacy planning
13. Contingency planning
14. Risk assessment

(k) Reviewing this policy and related procedures as required by the FBI CJIS Security Policy and proposing updates as needed to the Chief of Police.

808.4 MEMBER RESPONSIBILITIES

All members of the Department shall be committed to detecting information security incidents and making the appropriate notifications.

Any member who suspects that there may have been unauthorized access, disclosure, or other compromise of CJI shall report their suspicions in accordance with the Incident Response Plan within one hour of the discovery.

Personally owned devices or systems and publicly accessible systems shall not be used to access, process, store, or transmit CJI.

808.5 SUPERVISOR RESPONSIBILITIES

Supervisors shall notify the CJIS coordinator when the account access of a member they supervise needs to be modified, disabled, or removed for any reason, such as resignation, termination, or change of duties.

808.6 MEMBER ACCOUNTS

Department accounts used to access CJI shall only be created upon approval of the Chief of Police or the authorized designee.

Member accounts shall be disabled within one week of any of the following:

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(a) The account has expired.

(b) The account is no longer associated with a member.

(c) The account is found to be in violation of this policy.

(d) The account has been inactive for 90 calendar days.

If any threat to the confidentiality, integrity, or availability of CJI related to a specific member account is detected, the CJIS coordinator or designated member shall disable the account within 30 minutes of the discovery.

808.6.1 ACCESS AUTHORIZATION

Access authorization for systems transmitting, receiving, using, or storing CJI shall be based on the principle of least privilege as follows:

(a) Members shall only be granted access authorizations that are necessary to accomplish assigned department tasks.

(b) Accounts with security privileges shall only be authorized for members with an operational need for the privileges. Privileged functions shall be logged as they are executed.

(c) Non-privileged members shall not be allowed to execute privileged functions.

808.6.2 ACCOUNT REVIEW ACTIVITIES

At least annually, the CJIS coordinator shall review member accounts for compliance with policy and applicable laws. The CJIS coordinator shall validate account privileges and remove or reassign them as necessary to accurately reflect the department mission and law enforcement needs.

808.7 MEDIA PROTECTION

Access to media containing CJI shall be restricted to authorized members and stored within physically secured locations or controlled areas, in accordance with the FBI CJIS Security Policy.

Digital media (e.g., flash drives, external or removable hard disk drives, compact discs) containing CJI shall be encrypted. Personally owned digital media devices or digital media devices with no identifiable owner shall not be used on department systems that store, process, or transmit CJI.

Non-digital media (e.g., paper files, printed pages, microfilm) containing CJI should be enclosed in an opaque folder or container if they are to be transported outside of physically secure locations or controlled areas. Media containing CJI shall not be left unattended outside of a physically secure location.

Transportation and transfers of media containing CJI shall be documented.

808.7.1 MEDIA DISPOSAL AND RELEASE

Digital media containing CJI shall be overwritten at least three times or degaussed (i.e., erased) prior to being disposed of, released from department control, or released for reuse. Inoperable digital media devices, such as hard drives or solid-state drives that cannot be accessed to

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overwrite the data, shall be physically destroyed. When non-digital media is no longer needed for investigative or security purposes, it shall be destroyed by crosscut shredding or incineration.

808.8 SYSTEM AND INFORMATION INTEGRITY

The integrity of department CJI systems shall be protected through the implementation of appropriate controls such as:

(a) Flaw remediation.

(b) System monitoring.

(c) Security alerts, advisories, and directives.

(d) Software, firmware, and information integrity controls.

(e) Spam protection.

808.9 INCIDENT RESPONSE PLAN

[Insert your agency's Incident Response Plan consistent with CJIS 5.3 IR-4, IR-7, and IR-8 – see the Guide Sheet for additional guidance.]

808.10 SECURITY AWARENESS TRAINING

Members with physical or electronic access to CJI or CJI systems shall complete security awareness training appropriate to their assigned roles and responsibilities and shall certify their understanding by signing a formal Security Awareness Training Acknowledgement. Training shall include information security and privacy literacy training, security incident response training, and a review of this policy and related procedures.

Security awareness training shall be completed prior to accessing any CJI data or system and at least annually thereafter. Additional training shall be completed as required following any changes to CJI systems and for any member involved in a security incident within 30 days of the event.

Individual training records shall be maintained in accordance with the established records retention schedule, but in no event for less than three years.

The department's CJIS training shall be reviewed for any necessary updates or changes annually and following any security incident or change in a CJI system or the FBI CJIS Security Policy.

808.11 SANCTIONS

Failure to adhere to policies and procedures pertaining to CJI shall result in disciplinary action, up to and including termination. Misuse of or failure to secure CJI may also result in temporary or permanent restrictions in the use of CJI. Intentional misuse of CJI may also be prosecutable under applicable laws.

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Chapter 9 - Custody

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Temporary Custody of Adults

900.1 PURPOSE AND SCOPE

This policy provides guidelines to address the health and safety of adults taken into temporary custody by members of the Truth or Consequences Police Department for processing prior to being released or transferred to a housing or other type of facility.

Temporary custody of juveniles is addressed in the Temporary Custody of Juveniles Policy. Juveniles will not be permitted where adults in custody are being held.

Custodial searches are addressed in the Custodial Searches Policy.

Additional guidance for transferring persons in custody to another facility or court is provided in the Transporting Persons in Custody Policy.

900.1.1 DEFINITIONS

Definitions related to this policy include:

Holding cell/cell - Any locked enclosure for the custody of an adult or any other enclosure that prevents the occupants from being directly visually monitored at all times by a member of the Department.

Safety checks - Direct, visual observation by a member of this department performed at random intervals, within time frames prescribed in this policy, to provide for the health and welfare of adults in temporary custody.

Temporary custody - The period an adult is in custody at the Truth or Consequences Police Department prior to being released or transported to a housing or other type of facility.

900.2 POLICY

The Truth or Consequences Police Department is committed to releasing adults from temporary custody as soon as reasonably practicable, and to keeping adults safe while in temporary custody at the Department. Adults should be in temporary custody only for as long as reasonably necessary for investigation, processing, transfer, or release.

900.3 GENERAL CRITERIA AND SUPERVISION

No adult should be in temporary custody for longer than six hours.

900.3.1 INDIVIDUALS WHO SHOULD NOT BE IN TEMPORARY CUSTODY

Individuals who exhibit certain behaviors or conditions should not be in temporary custody at the Truth or Consequences Police Department, but should be transported to a jail facility, a medical facility, or other type of facility as appropriate. These include:

(a) Any individual who is unconscious or has been unconscious while being taken into custody or while being transported.

(b) Any individual who has a medical condition, including pregnancy, that may require medical attention, supervision, or medication while in temporary custody.

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(c) Any individual who is seriously injured.

(d) Individuals who are a suspected suicide risk (see the Civil Commitments Policy).

1. If the officer taking custody of an individual believes that the individual may be a suicide risk, the officer shall ensure continuous direct supervision until evaluation, release, or a transfer to an appropriate facility is completed.

(e) Individuals who are obviously in crisis, as defined in the Crisis Intervention Incidents Policy.

(f) Individuals who are under the influence of alcohol, a controlled substance, or any substance to the degree that may require medical attention, or who have ingested any substance that poses a significant risk to their health, whether or not they appear intoxicated.

(g) Any individual who has exhibited extremely violent or continuously violent behavior.

(h) Any individual who has claimed, is known to be afflicted with, or displays symptoms of any communicable disease that poses an unreasonable exposure risk.

(i) Any individual with a prosthetic or orthopedic device where removal of the device would be injurious to their health or safety.

Officers taking custody of a person who exhibits any of the above conditions should notify a supervisor of the situation. These individuals should not be in temporary custody at the Department unless they have been evaluated by a qualified medical or mental health professional, as appropriate for the circumstances.

900.3.2 SUPERVISION IN TEMPORARY CUSTODY

An authorized department member capable of supervising shall be present at all times when an individual is held in temporary custody. The member responsible for supervising should not have other duties that could unreasonably conflict with their supervision. Any individual in custody must be able to summon the supervising member if needed. If the person in custody is deaf or hard of hearing or cannot speak, accommodations shall be made to provide this ability.

At least one female department member should be present when a female adult is in temporary custody. In the event that none is readily available, the female in custody should be transported to another facility or released pursuant to another lawful process.

Absent exigent circumstances, such as a medical emergency or a violent subject, members should not enter the cell of a person of the opposite sex unless a member of the same sex as the person in custody is present.

No individual in custody shall be permitted to supervise, control, or exert any authority over other individuals in custody.

900.3.3 ENTRY RESTRICTIONS

Entry into any location where a person is held in custody should be restricted to:

(a) Authorized members entering for official business purposes.

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(b) Emergency medical personnel when necessary.

(c) Any other person authorized by the supervisor.

When practicable, more than one authorized member should be present for entry into a location where a person is held in custody for security purposes and to witness interactions.

900.4 INITIATING TEMPORARY CUSTODY

The officer responsible for an individual in temporary custody should evaluate the person for any apparent chronic illness, disability, vermin infestation, possible communicable disease, or any other potential risk to the health or safety of the individual or others. The officer should specifically ask if the individual is contemplating suicide and evaluate them for obvious signs or indications of suicidal intent.

The receiving officer should ask the arresting officer if there is any statement, indication, or evidence surrounding the individual's arrest and transportation that would indicate the individual is at risk for suicide or critical medical care. If there is any suspicion that the individual may be suicidal, they shall be transported to the City jail or the appropriate mental health facility.

The officer should promptly notify the Chief of Police or the authorized designee of any conditions that may warrant immediate medical attention or other appropriate action. The Chief of Police or the authorized designee shall determine whether the individual will be placed in a cell, immediately released, or transported to jail or another facility.

900.4.1 SCREENING AND PLACEMENT

The officer responsible for an individual in custody shall:

(a) Advise the Chief of Police or the authorized designee of any significant risks presented by the individual (e.g., suicide risk, health risk, violence).

(b) Evaluate the following issues against the stated risks in (a) to determine the need for placing the individual in a single cell:

1. Consider whether the individual may be at a high risk of being sexually abused based on all available known information (28 CFR 115.141), or whether the person is facing any other identified risk.
2. Provide an individual identified as being at a high risk for sexual or other victimization with heightened protection. This may include (28 CFR 115.113; 28 CFR 115.141):
    (a) Continuous, direct sight and sound supervision.
    (b) Single-cell placement in a cell that is actively monitored on video by a member who is available to immediately intervene.
3. Ensure individuals are separated according to severity of the crime (e.g., felony or misdemeanor).
4. Ensure males and females are separated by sight and sound when in cells.

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5. Ensure restrained individuals are not placed in cells with unrestrained individuals.

(c) Ensure that those confined under civil process or for civil causes are kept separate from those who are in temporary custody pending criminal charges.

(d) Ensure separation, as appropriate, based on other factors, such as age, criminal sophistication, assaultive/non-assaultive behavior, mental state, disabilities, and sexual orientation.

900.4.2 CONSULAR NOTIFICATION

Consular notification may be mandatory when certain foreign nationals are arrested. The Chief of Police or the authorized designee will ensure that the U.S. Department of State's list of countries and jurisdictions that require mandatory notification is readily available to department members. There should also be a published list of foreign embassy and consulate telephone and fax numbers, as well as standardized notification forms that can be transmitted and then retained for documentation. Prominently displayed signs informing foreign nationals of their rights related to consular notification should also be posted in areas used for the temporary custody of adults.

Department members assigned to process a foreign national shall:

(a) Inform the individual, without delay, they may have their consular officers notified of the arrest or detention and may communicate with them.

1. This notification should be documented.

(b) Determine whether the foreign national's country is on the U.S. Department of State's mandatory notification list.

1. If the country is on the mandatory notification list, then:

(a) Notify the country's nearest embassy or consulate of the arrest or detention by fax or telephone.

(b) Tell the individual that this notification has been made and inform them without delay that they may communicate with consular officers.

(c) Forward any communication from the individual to their consular officers without delay.

(d) Document all notifications to the embassy or consulate and retain the faxed notification and any fax confirmation for the individual's file.

2. If the country is not on the mandatory notification list and the individual requests that their consular officers be notified, then:

(a) Notify the country's nearest embassy or consulate of the arrest or detention by fax or telephone.

(b) Forward any communication from the individual to their consular officers without delay.

900.5 SAFETY, HEALTH, AND OTHER PROVISIONS

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900.5.1 TEMPORARY CUSTODY LOGS

Any time an individual is in temporary custody at the Truth or Consequences Police Department, the custody shall be promptly and properly documented in a custody log, including:

(a) Identifying information about the individual, including their name.

(b) Date and time of arrival at the Department.

(c) Any charges for which the individual is in temporary custody and any case number.

(d) Time of all safety checks.

(e) Any medical and other screening requested and completed.

(f) Any emergency situations or unusual incidents.

(g) Any other information that may be required by other authorities, such as compliance inspectors.

(h) Date and time of release from the Truth or Consequences Police Department.

The Chief of Police or the authorized designee should initial the log to approve the temporary custody and should also initial the log when the individual is released from custody or transferred to another facility.

The Chief of Police or the authorized designee should make periodic checks to ensure all log entries and safety and security checks are made on time.

900.5.2 TEMPORARY CUSTODY REQUIREMENTS

Members monitoring or processing anyone in temporary custody shall ensure:

(a) Safety checks and significant incidents/activities are noted on the log.

(b) Individuals in custody are informed that they will be monitored at all times, except when using the toilet.

1. There shall be no viewing devices, such as peep holes or mirrors, of which the individual is not aware.

2. This does not apply to surreptitious and legally obtained recorded interrogations.

(c) There is reasonable access to toilets and wash basins.

(d) There is reasonable access to a drinking fountain or water.

(e) There are reasonable opportunities to stand and stretch, particularly if handcuffed or otherwise restrained.

(f) There is privacy during attorney visits.

(g) Those in temporary custody are generally permitted to remain in their personal clothing unless it is taken as evidence or is otherwise unsuitable or inadequate for continued wear while in custody.

(h) Clean blankets are provided as reasonably necessary to ensure the comfort of an individual.

1. The supervisor should ensure that there is an adequate supply of clean blankets.

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(i) Adequate shelter, heat, light, and ventilation are provided without compromising security or enabling escape.

(j) Adequate furnishings are available, including suitable chairs or benches.

900.5.3 MEDICAL CARE

First-aid equipment and basic medical supplies should be available to department members. At least one member who has current certification in basic first aid and CPR should be on-duty at all times.

Should a person in custody be injured or become ill, appropriate medical assistance should be sought. A supervisor should meet with those providing medical aid at the facility to allow access to the person. Members shall comply with the opinion of medical personnel as to whether an individual in temporary custody should be transported to the hospital. If the person is transported while still in custody, they will be accompanied by an officer.

Those who require medication while in temporary custody should not be at the Truth or Consequences Police Department. They should be released or transferred to another facility as appropriate.

900.5.4 ORTHOPEDIC OR PROSTHETIC APPLIANCE

Subject to safety and security concerns, individuals shall be permitted to retain an orthopedic or prosthetic appliance. However, if the appliance presents a risk of bodily harm to any person or is a risk to the security of the facility, the appliance may be removed from the individual unless its removal would be injurious to their health or safety.

Whenever a prosthetic or orthopedic appliance is removed, the Chief of Police or the authorized designee shall be promptly apprised of the reason. It shall be promptly returned when it reasonably appears that any risk no longer exists.

900.5.5 TELEPHONE CALLS

Every individual in temporary custody should be allowed to make a reasonable number of completed telephone calls as soon as possible after arrival.

(a) Telephone calls may be limited to local calls, except that long-distance calls may be made by the individual at their own expense.

1. The Department should pay the cost of any long-distance calls related to arranging for the care of a child or dependent adult (see the Child and Dependent Adult Safety Policy).

(b) The individual should be given sufficient time to contact whomever they desire and to make any necessary arrangements, including child or dependent adult care, or transportation upon release.

1. Telephone calls are not intended to be lengthy conversations. The member assigned to monitor or process the individual may use their judgment in determining the duration of the calls.

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(c) Calls between an individual in temporary custody and their attorney shall be deemed confidential and shall not be monitored, eavesdropped upon, or recorded.

900.5.6 RELIGIOUS ACCOMMODATION

Subject to available resources, safety, and security, the religious beliefs and needs of all individuals in custody should be reasonably accommodated. Requests for religious accommodation should generally be granted unless there is a compelling security or safety reason and denying the request is the least restrictive means available to ensure security or safety. The responsible supervisor should be advised any time a request for religious accommodation is denied.

Those who request to wear headscarves or simple head coverings for religious reasons should generally be accommodated absent unusual circumstances. Head coverings shall be searched before being worn.

Individuals wearing headscarves or other approved coverings shall not be required to remove them while in the presence of or while visible to the opposite sex if they so desire. Religious garments that substantially cover the individual's head and face may be temporarily removed during the taking of any photographs.

900.5.7 FIREARMS AND OTHER SECURITY MEASURES

Firearms and other weapons and control devices shall not be permitted in secure areas where individuals are in custody or are processed. They should be properly secured outside of the secure area. An exception may occur only during emergencies, upon approval of a supervisor.

All perimeter doors to secure areas shall be kept locked at all times, except during routine cleaning, when no individuals in custody are present, or in the event of an emergency, such as an evacuation.

900.6 USE OF RESTRAINT DEVICES

Individuals in custody may be handcuffed in accordance with the Handcuffing and Restraints Policy. Unless an individual presents a heightened risk, handcuffs should generally be removed when the person is in a cell.

The use of restraints, other than handcuffs or leg irons, generally should not be used for individuals in temporary custody at the Truth or Consequences Police Department unless the person presents a heightened risk, and only in compliance with the Handcuffing and Restraints Policy.

Individuals in restraints shall be kept away from other unrestrained individuals in custody and monitored to protect them from abuse.

900.6.1 PREGNANT ADULTS

Women who are known to be pregnant should be restrained in accordance with the Handcuffing and Restraints Policy.

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900.7 PERSONAL PROPERTY

The personal property of an individual in temporary custody should be removed, inventoried, and processed as provided in the Custodial Searches Policy, unless the individual requests a different disposition. For example, an individual may request property (e.g., cash, car or house keys, medications) be released to another person. A request for the release of property to another person must be made in writing. Release of the property requires the recipient's signature on the appropriate form.

Upon release of an individual from temporary custody, their items of personal property shall be compared with the inventory, and they shall sign a receipt for the property's return. If the individual is transferred to another facility or court, the member transporting the individual is required to obtain the receiving person's signature as notice of receipt. The Department shall maintain a copy of the property receipt.

The Chief of Police or the authorized designee shall be notified whenever an individual alleges that there is a shortage or discrepancy regarding their property. The Chief of Police or the authorized designee shall attempt to prove or disprove the claim.

900.8 HOLDING CELLS

A thorough inspection of a cell shall be conducted before placing an individual into the cell to ensure there are no weapons or contraband and that the cell is clean and sanitary. An inspection also should be conducted when the individual is released. Any damage noted to the cell should be photographed and documented.

The following requirements shall apply:

(a) The individual shall be searched (see the Custodial Searches Policy) and anything that could create a security or suicide risk, such as contraband, hazardous items, belts, shoes or shoelaces, and jackets, shall be removed.

(b) The individual shall constantly be monitored by an audio/video system during the entire custody.

(c) The individual shall have constant auditory access to department members.

(d) The individual's initial placement into and removal from a locked enclosure shall be logged.

(e) Safety checks by department members shall occur no less than every 15 minutes.

1. Safety checks should be at varying times.
2. All safety checks shall be logged.
3. The safety check should involve questioning the individual as to their well-being.
4. Individuals who are sleeping or apparently sleeping should be awakened.
5. Requests or concerns of the individual should be logged.

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900.9 SUICIDE ATTEMPT, DEATH, OR SERIOUS INJURY

The Chief of Police or the authorized designee will ensure procedures are in place to address any suicide attempt, death, or serious injury of any individual in temporary custody at the Truth or Consequences Police Department. The procedures should include:

(a) Immediate request for emergency medical assistance if appropriate.

(b) Immediate notification of the Chief of Police or the authorized designee.

(c) Notification of the spouse, next of kin, or other appropriate person.

(d) Notification of the appropriate prosecutor.

(e) Notification of the City Attorney.

(f) Notification of the Office of Medical Investigator (OMI).

(g) Evidence preservation.

900.10 RELEASE AND/OR TRANSFER

When an individual is released or transferred from custody, the member releasing the individual should ensure the following:

(a) All proper reports, forms, and logs have been completed prior to release.

(b) A check has been made to ensure that the individual is not reported as missing and does not have outstanding warrants.

(c) It has been confirmed that the correct individual is being released or transported.

(d) All property, except evidence, contraband, or dangerous weapons, has been returned to, or sent with, the individual.

(e) All pertinent documentation accompanies the individual being transported to another facility (e.g., copies of booking forms, medical records, an itemized list of property, warrant copies).

(f) The individual is not permitted in any nonpublic areas of the Truth or Consequences Police Department unless escorted by a member of the Department.

(g) Any known threat or danger the individual may pose (e.g., escape risk, suicide potential, medical condition) is documented, and the documentation transported with the individual if the individual is being sent to another facility.

(h) Transfers between facilities or other entities, such as a hospital, should be accomplished with a custodial escort of the same sex as the person being transferred to assist with the person's personal needs as reasonable.

900.11 ASSIGNED ADMINISTRATOR

The Chief of Police or the authorized designee will ensure any reasonably necessary supplemental procedures are in place to address the following issues:

(a) General security

(b) Key control

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(c) Sanitation and maintenance

(d) Emergency medical treatment

(e) Escapes

(f) Evacuation plans

(g) Fire and life-safety

(h) Disaster plans

(i) Building and safety code compliance

900.12 TRAINING

Department members should be trained and familiar with this policy and any supplemental procedures.

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Temporary Custody of Juveniles

901.1 PURPOSE AND SCOPE

This policy provides guidelines consistent with the Juvenile Justice and Delinquency Prevention Act for juveniles taken into temporary custody by members of the Truth or Consequences Police Department (34 USC § 11133).

901.1.1 DEFINITIONS

Definitions related to this policy include:

Juvenile non-offender - An abused, neglected, dependent, or undocumented juvenile who may be legally held for their own safety or welfare. This also includes any juvenile who may have initially been contacted for an offense that would not subject an adult to arrest (e.g., fine-only offense) but was taken into custody for their protection or for purposes of reuniting the juvenile with a parent, guardian, or other responsible person.

Juvenile offender - A juvenile 17 years of age or younger who is alleged to have committed an offense that would subject an adult to arrest (a non-status offense) except for prostitution as defined in NMSA § 30-9-2 (NMSA § 32A-2-3). It also includes unlawful possession of a handgun under NMSA § 30-7-2.2 (28 CFR 31.303).

Non-secure custody - When a juvenile is held in the presence of an officer or other department member at all times and is not placed in a locked room, cell, or behind any locked doors. Juveniles in non-secure custody may be handcuffed but not to a stationary or secure object. Personal supervision, through direct visual monitoring and audio two-way communication, is maintained. Monitoring through electronic devices, such as video, does not replace direct visual observation.

Safety checks - Direct visual observation by a member of this department performed at random intervals, within time frames prescribed in this policy, to provide for the health and welfare of juveniles in temporary custody.

Secure custody - When a juvenile offender is held in a locked room, a set of rooms, or a cell. Secure custody also includes being physically secured to a stationary object.

Examples of secure custody include:

(a) A juvenile left alone in an unlocked room within the secure perimeter of the adult temporary holding area.

(b) A juvenile handcuffed to a rail.

(c) A juvenile placed in a room that contains doors with delayed egress devices that have a delay of more than 30 seconds.

(d) A juvenile being processed in a secure booking area when a non-secure booking area is available.

(e) A juvenile left alone in a secure booking area after being photographed and fingerprinted.

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(f) A juvenile placed in a cell within the adult temporary holding area, whether or not the cell door is locked.

(g) A juvenile placed in a room that is capable of being locked or contains a fixed object designed for cuffing or restricting movement.

Sight and sound separation - Located or arranged to prevent physical, visual, or auditory contact.

Status offender - A juvenile suspected of committing a criminal violation of the law that would not be a criminal violation but for the age of the offender. Examples may include running away, underage possession of tobacco, curfew violation, and truancy. A juvenile in custody on a court order or warrant based upon a status offense is also a status offender.

901.2 POLICY

The Truth or Consequences Police Department is committed to releasing juveniles from temporary custody as soon as reasonably practicable and to keeping juveniles safe while in temporary custody at the Department. Juveniles should be held in temporary custody only for as long as reasonably necessary for processing, transfer, or release.

901.3 JUVENILES WHO SHOULD NOT BE HELD

Juveniles who exhibit certain behaviors or conditions should not be held at the Truth or Consequences Police Department. These include:

(a) Unconsciousness or having been unconscious while being taken into custody or transported.

(b) Serious injuries or a medical condition requiring immediate medical attention.

(c) A suspected suicide risk or showing obvious signs of severe emotional or mental disturbance (see the Civil Commitments Policy).

1. If the officer taking custody of a juvenile believes that the juvenile may be a suicide risk, the officer shall ensure continuous direct supervision until evaluation, release, or transfer to an appropriate facility is completed.

(d) Significant intoxication or showing signs of having ingested any substance that poses a significant risk to their health, whether or not they appear intoxicated.

(e) Extremely violent or continuously violent behavior.

(f) Afflicted with, or displaying symptoms of, a communicable disease that poses an unreasonable exposure risk.

Officers taking custody of a juvenile exhibiting any of the above conditions should take reasonable steps to provide medical attention or mental health assistance and should notify a supervisor of the situation. These juveniles should not be held at the Department unless they have been evaluated by a qualified medical or mental health professional, as appropriate for the circumstances.

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901.4 CUSTODY OF JUVENILES

Officers should take custody of a juvenile and temporarily hold the juvenile at the Truth or Consequences Police Department when there is no other lawful and practicable alternative to temporary custody. Refer to the Child Abuse Policy for additional information regarding detaining a juvenile who is suspected of being a victim.

No juvenile should be held in temporary custody at the Department without authorization of the arresting officer's supervisor or the Chief of Police or the authorized designee. Juveniles taken into custody shall be held in non-secure custody unless otherwise authorized by this policy.

Any juvenile taken into custody shall be released to the care of the juvenile's parent, legal guardian, or other responsible adult, or transferred to a juvenile custody facility or to other authority as soon as practicable. In no event shall a juvenile be held beyond six hours from the time of their entry into the Department (34 USC § 11133; NMSA § 32A-1-21; NMSA § 32A-2-4.1).

901.4.1 CUSTODY OF JUVENILE NON-OFFENDERS

A juvenile non-offender may be taken into protective custody pursuant to a court order or without a court order when an officer has reasonable grounds to believe that the non-offender (NMSA § 32A-3B-3):

(a) Has run away from a responsible adult.

(b) Lacks parental supervision and is ill or injured.

(c) Has been abandoned.

(d) Is endangered by their surroundings.

(e) Is engaged in an act that would amount to prostitution if committed by an adult.

(f) Is a victim of human trafficking as defined by NMSA § 30-52-1.

A non-offender taken into protective custody shall not be placed or transported in any vehicle that contains an adult placed under arrest, unless circumstances exist in which any delay in transporting the non-offender to an appropriate facility would likely result in substantial danger to the non-offender's physical safety. When such circumstances exist, the transporting officer shall document the circumstances in writing and submit the report to an appropriate supervisor within two days (NMSA § 32A-3B-4).

Non-offenders taken into protective custody in compliance with the Child Abuse Policy should generally not be held at the Truth or Consequences Police Department. Custodial arrangements should be made for non-offenders as soon as reasonably possible. Non-offenders may not be held in secure custody (34 USC § 11133).

901.4.2 CUSTODY OF JUVENILE STATUS OFFENDERS

Status offenders should generally be released by citation or with a warning rather than taken into temporary custody. However, officers may take custody of a status offender if requested to do so by a parent or legal guardian in order to facilitate reunification (e.g., transported home or to

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the station to await a parent). Juvenile status offenders may not be held in secure custody (34 USC § 11133).

901.4.3 CUSTODY OF JUVENILE OFFENDERS
Juvenile offenders may be taken into custody pursuant to a court order and upon an officer witnessing a delinquent act or having probable cause to believe that the juvenile offender has committed a delinquent act (NMSA § 32A-2-9; NMRA, Rule 10-215).

If an officer has probable cause to believe that a juvenile possessed a firearm on school premises, the officer may take the juvenile offender into custody. Any decision not to arrest under these circumstances requires a supervisor's approval. If an arrest is made, the officer shall take the juvenile to a detention facility licensed by the New Mexico Children, Youth and Families Department (CYFD) (NMSA § 32A-2-33).

Juvenile offenders should be held in non-secure custody while at the Truth or Consequences Police Department unless another form of custody is authorized by this policy or is necessary due to exigent circumstances.

901.5 ADVISEMENTS
An officer who takes a juvenile non-offender into protective custody shall, as soon as practicable (NMSA § 32A-3B-4):

(a) Inform the juvenile of the reasons for the protective custody.

(b) Inform CYFD.

An officer shall advise a juvenile who is alleged or suspected of being a juvenile offender of the juvenile's constitutional rights and obtain a knowing, intelligent, and voluntary waiver of such rights prior to interrogating or questioning the juvenile (NMSA § 32A-2-14).

901.6 JUVENILE CUSTODY LOGS
Any time a juvenile is in temporary custody at the Truth or Consequences Police Department, the custody shall be promptly and properly documented in the juvenile custody log, including:

(a) Identifying information about the juvenile.

(b) Date and time of arrival and release from the Department.

(c) Chief of Police or the authorized designee notification and approval to temporarily hold the juvenile.

(d) Any charges for which the juvenile is being held and classification of the juvenile as a juvenile offender, status offender, or non-offender.

(e) Any changes in status (e.g., emergency situations, unusual incidents).

(f) Time of all safety checks.

(g) Any medical and other screening requested and completed.

(h) Circumstances that justify any secure custody.

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(i) Any other information that may be required by other authorities, such as compliance inspectors or a local juvenile court authority.

The Chief of Police or the authorized designee should initial the log to approve the temporary custody, including any secure custody, and should initial the log when the juvenile is released.

901.7 NO-CONTACT REQUIREMENTS

Sight and sound separation shall be maintained between all juveniles and adults while in custody at the Truth or Consequences Police Department (34 USC § 11133). There should also be sight and sound separation between non-offenders and juvenile and status offenders.

In situations where brief or accidental contact may occur (e.g., during the brief time a juvenile is being fingerprinted and/or photographed in booking), a member of the Department shall maintain a constant, immediate, side-by-side presence with the juvenile or the adult to minimize any contact. If inadvertent or accidental contact does occur, reasonable efforts shall be taken to end the contact.

901.8 TEMPORARY CUSTODY REQUIREMENTS

Members and supervisors assigned to monitor or process any juvenile at the Truth or Consequences Police Department shall ensure:

(a) The Chief of Police or the authorized designee is notified if it is anticipated that a juvenile may need to remain at the Department more than four hours. This will enable the Chief of Police or the authorized designee to ensure no juvenile is held at the Department more than six hours.

(b) Safety checks and significant incidents/activities are noted on the log.

(c) Juveniles in custody are informed that they will be monitored at all times, except when using the toilet.

1. There shall be no viewing devices, such as peep holes or mirrors, of which the juvenile is not aware.
2. This does not apply to surreptitious and legally obtained recorded interrogations.

(d) A member of the same gender will supervise personal hygiene activities and care, such as changing clothing or using the restroom, without direct observation to allow for privacy.

(e) There is reasonable access to toilets and wash basins.

(f) There is reasonable access to a drinking fountain or water.

(g) Food is provided if a juvenile has not eaten within the past four hours or is otherwise in need of nourishment, including any special diet required for the health of the juvenile.

(h) There are reasonable opportunities to stand and stretch, particularly if handcuffed or otherwise restrained.

(i) There is privacy during family, guardian, and/or attorney visits.

(j) Juveniles are generally permitted to remain in their personal clothing unless it is taken as evidence or is otherwise unsuitable or inadequate for continued wear while in custody.

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(k) Clean blankets are provided as reasonably necessary to ensure the comfort of an individual.

1. The supervisor should ensure that there is an adequate supply of clean blankets.

(l) Adequate shelter, heat, light, and ventilation are provided without compromising security or enabling escape.

(m) Adequate furnishings are available, including suitable chairs or benches.

(n) Juveniles have the right to the same number of telephone calls as adults in temporary custody (see the Temporary Custody of Adults Policy).

(o) Discipline is not administered to any juvenile, nor will juveniles be subjected to corporal or unusual punishment, humiliation, or mental abuse.

901.9 RELIGIOUS ACCOMMODATION

Juveniles have the right to the same religious accommodation as adults in temporary custody (see the Temporary Custody of Adults Policy).

901.10 USE OF RESTRAINT DEVICES

Juvenile offenders may be handcuffed in accordance with the Handcuffing and Restraints Policy. A juvenile offender may be handcuffed at the Truth or Consequences Police Department when the juvenile offender presents a heightened risk. However, non-offenders and status offenders should not be handcuffed unless they are combative or threatening.

Other restraints shall only be used after less restrictive measures have failed and with the approval of the Chief of Police or the authorized designee. Restraints shall only be used so long as it reasonably appears necessary for the juvenile's protection or the protection of others.

Juveniles in restraints shall be kept away from other unrestrained individuals in custody and monitored to protect them from abuse.

901.10.1 PREGNANT JUVENILES

Juveniles who are known to be pregnant should be restrained in accordance with the Handcuffing and Restraints Policy.

901.11 PERSONAL PROPERTY

The personal property of a juvenile shall be processed in the same manner as an adult in temporary custody (see the Temporary Custody of Adults Policy).

901.12 SECURE CUSTODY

Only juvenile offenders 14 years of age or older may be placed in secure custody. Chief of Police or the authorized designee approval is required before placing a juvenile offender in secure custody.

Secure custody should only be used for juvenile offenders when there is a reasonable belief that the juvenile offender is a serious risk of harm to themself or others.

Members of this department should not use secure custody for convenience when non-secure custody is, or later becomes, a reasonable option.

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When practicable, handcuffing one hand of a juvenile offender to a fixed object while otherwise maintaining the juvenile offender in non-secure custody should be considered as the method of secure custody. A member must be present at all times to monitor the juvenile offender while secured to a stationary object.

Generally, juvenile offenders should not be secured to a stationary object for more than 60 minutes. Supervisor approval is required to secure a juvenile offender to a stationary object for longer than 60 minutes and every 30 minutes thereafter. Supervisor approval should be documented.

901.12.1 LOCKED ENCLOSURES

A thorough inspection of the area shall be conducted before placing a juvenile offender into the locked enclosure to ensure there are no weapons or contraband and that the area is clean and sanitary. An inspection should be conducted when they are released. Any damage noted to the area should be photographed and documented.

The following requirements shall apply:

(a) Anything that could create a security or suicide risk, such as contraband, hazardous items, belts, shoes or shoelaces, and jackets, shall be removed.

(b) The juvenile offender shall constantly be monitored by an audio/video system during the entire temporary custody.

(c) The juvenile offender shall have constant auditory access to department members.

(d) The juvenile offender's initial placement into and removal from a locked enclosure shall be logged.

(e) Unscheduled safety checks by department members shall occur no less than every 15 minutes.

1. All safety checks shall be logged.
2. The safety check should involve questioning the juvenile offender as to their well-being.
3. A juvenile offender who is sleeping or apparently sleeping should be awakened.
4. Requests or concerns of the juvenile offender should be logged.

(f) Males and females shall not be placed in the same locked room.

(g) Juvenile offenders should be separated according to severity of the crime (e.g., felony, misdemeanor).

(h) Restrained juvenile offenders shall not be placed in a cell or room with unrestrained juvenile offenders.

901.13 SUICIDE ATTEMPT, DEATH, OR SERIOUS INJURY

The Chief of Police or the authorized designee will ensure procedures are in place to address any suicide attempt, death, or serious injury of any juvenile held at the Truth or Consequences Police Department. The procedures should include the following:

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(a) Immediate request for emergency medical assistance if appropriate

(b) Immediate notification of the Chief of Police or the authorized designee

(c) Notification of the parent, guardian, or person standing in loco parentis of the juvenile

(d) Notification of the appropriate prosecutor

(e) Notification of the City Attorney

(f) Notification of the Office of Medical Investigator (OMI)

(g) Notification of the juvenile court

(h) Evidence preservation

901.14 INTERVIEWING OR INTERROGATING

No interview or interrogation of a juvenile should occur unless the juvenile has the apparent capacity to consent, and does consent, to an interview or interrogation.

901.15 RESTRICTION ON FINGERPRINTING AND PHOTOGRAPHING

A juvenile under the age of 13 alleged or adjudicated to be a juvenile offender shall not be fingerprinted or photographed for identification purposes absent a court order (NMSA § 32A-2-14).

901.16 TRAINING

Department members should be trained on and familiar with this policy and any supplemental procedures.

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Custodial Searches

902.1 PURPOSE AND SCOPE

This policy provides guidance regarding searches of individuals in custody. Such searches are necessary to eliminate the introduction of contraband, intoxicants, or weapons into the Truth or Consequences Police Department facility. Such items can pose a serious risk to the safety and security of department members, individuals in custody, contractors, and the public.

Guidance for custody searches when transporting a person in custody may be found in the Transporting Persons in Custody Policy.

Nothing in this policy is intended to prohibit the otherwise lawful collection of evidence from an individual in custody.

902.1.1 DEFINITIONS

Definitions related to this policy include:

Custody search - An in-custody search of an individual and of their property, shoes, and clothing, including pockets, cuffs, and folds on the clothing, to remove all weapons, dangerous items, and contraband.

Physical body cavity search - A search that includes a visual inspection and may include a physical intrusion into a body cavity. Body cavity means the stomach or rectal cavity of an individual, and the vagina of a female person.

Strip search - A search that requires an individual to remove or rearrange some or all of their clothing to permit a visual inspection of the underclothing, breasts, buttocks, anus, or outer genitalia. This includes monitoring an individual who is changing clothes, where their underclothing, buttocks, genitalia, or female breasts are visible.

902.2 POLICY

All searches shall be conducted with concern for safety, dignity, courtesy, respect for privacy and hygiene, and in compliance with policy and law to protect the rights of those who are subject to any search.

Searches shall not be used for intimidation, harassment, punishment, or retaliation.

902.3 SEARCHES AT POLICE FACILITIES

Custody searches shall be conducted on all individuals in custody, upon entry to the Truth or Consequences Police Department facilities. Except in exigent circumstances, the search should be conducted by a member of the same sex as the individual being searched. If a member of the same sex is not available, a witnessing member must be present during the search.

Custody searches should also be conducted any time an individual in custody enters or re-enters a secure area, or any time it is reasonably believed that a search is necessary to maintain the safety and security of the facility.

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902.3.1 PROPERTY
Members shall take reasonable care in handling the property of an individual in custody to avoid discrepancies or losses. Property retained for safekeeping shall be kept in a secure location until the individual is released or transferred.

Some property may not be accepted by a facility or agency that is taking custody of an individual from this department, such as weapons or large items. These items should be retained for safekeeping in accordance with the Evidence Vault Policy.

All property shall be inventoried by objective description (this does not include an estimated value). The individual from whom it was taken shall be required to sign the completed inventory. If the individual's signature cannot be obtained, the inventory shall be witnessed by another department member. The inventory should include the case number, date, time, member's Truth or Consequences Police Department identification number, and information regarding how and when the property may be released.

902.3.2 VERIFICATION OF MONEY
All money shall be counted in front of the individual from whom it was received. When possible, the individual shall initial the dollar amount on the inventory. Additionally, all money should be placed in a separate envelope and sealed. Negotiable checks or other instruments and foreign currency should also be sealed in an envelope with the amount indicated but not added to the cash total. All envelopes should clearly indicate the contents on the front. The department member sealing it should place their initials across the sealed flap. Should any money be withdrawn or added, the member making such change shall enter the amount below the original entry and initial it. The amount of money in the envelope should always be totaled and written on the outside of the envelope.

902.4 STRIP SEARCHES
No individual in temporary custody at any Truth or Consequences Police Department facility shall be subjected to a strip search unless there is reasonable suspicion based upon specific and articulable facts to believe the individual has a health condition requiring immediate medical attention, or is concealing a weapon or contraband. Factors to be considered in determining reasonable suspicion include but are not limited to:

(a) The detection of an object during a custody search that may be a weapon or contraband and cannot be safely retrieved without a strip search.

(b) Circumstances of a current arrest that specifically indicate the individual may be concealing a weapon or contraband.

    1. A felony arrest charge or being under the influence of a controlled substance should not suffice as reasonable suspicion absent other facts.

(c) Custody history (e.g., past possession of contraband while in custody, assaults on department members, escape attempts).

(d) The individual's actions or demeanor.

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(e) Criminal history (i.e., level of experience in a custody setting).

No transgender or intersex individual shall be searched or examined for the sole purpose of determining the individual's genital status. If the individual's genital status is unknown, it may be determined during conversations with the person, by reviewing medical records, or as a result of a broader medical examination conducted in private by a medical practitioner (28 CFR 115.115).

902.4.1 STRIP SEARCH PROCEDURES

Strip searches at Truth or Consequences Police Department facilities shall be conducted as follows (28 CFR 115.115):

(a) Written authorization from the Chief of Police or the authorized designee shall be obtained prior to the strip search.

(b) All members involved with the strip search shall be of the same sex as the individual being searched, unless the search is conducted by a medical practitioner.

(c) All strip searches shall be conducted in a professional manner under sanitary conditions and in a secure area of privacy so that the search cannot be observed by those not participating in the search. The search shall not be reproduced through a visual or sound recording.

(d) Whenever possible, a second member of the same sex should also be present during the search, for security and as a witness to the finding of evidence.

(e) Members conducting a strip search shall not touch the breasts, buttocks, or genitalia of the individual being searched.

(f) The primary member conducting the search shall prepare a written report to include:

1. The facts that led to the decision to perform a strip search.
2. The reasons less intrusive methods of searching were not used or were insufficient.
3. The written authorization for the search, obtained from the Chief of Police or the authorized designee.
4. The name of the individual who was searched.
5. The name and sex of the members who conducted the search.
6. The name, sex, and role of any person present during the search.
7. The time and date of the search.
8. The place at which the search was conducted.
9. A list of the items, if any, that were recovered.
10. The facts upon which the member based their belief that the individual was concealing a weapon or contraband.

(g) No member should view an individual's private underclothing, buttocks, genitalia, or female breasts while that individual is performing bodily functions or changing clothes, unless the individual otherwise qualifies for a strip search. However, if serious hygiene

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or health issues make it reasonably necessary to assist the individual with a shower or a change of clothes, a supervisor should be contacted to ensure reasonable steps are taken to obtain the individual's consent and/or otherwise protect their privacy and dignity.

902.4.2 SPECIAL CIRCUMSTANCE FIELD STRIP SEARCHES

A strip search may be conducted in the field only with Chief of Police or the authorized designee authorization and only in exceptional circumstances, such as when:

(a) There is probable cause to believe that the individual is concealing a weapon or other dangerous item that cannot be recovered by a more limited search.

(b) There is probable cause to believe that the individual is concealing controlled substances or evidence that cannot be recovered by a more limited search, and there is no reasonable alternative to ensure the individual cannot destroy or ingest the substance during transportation.

These special-circumstance field strip searches shall only be authorized and conducted under the same restrictions as the strip search procedures in this policy, except that the Chief of Police or the authorized designee authorization does not need to be in writing.

902.5 PHYSICAL BODY CAVITY SEARCH

Physical body cavity searches shall be subject to the following:

(a) No individual shall be subjected to a physical body cavity search without written approval of the Chief of Police or the authorized designee and only upon a search warrant. A copy of any search warrant and the results of the physical body cavity search shall be included with the related reports and made available, upon request, to the individual or authorized representative (except for those portions of the warrant ordered sealed by a court).

(b) Only a physician may conduct a physical body cavity search.

(c) Except for the physician conducting the search, persons present must be of the same sex as the individual being searched. Only the necessary department members needed to maintain the safety and security of the medical personnel shall be present.

(d) Privacy requirements, including restricted touching of body parts and sanitary condition requirements, are the same as required for a strip search.

(e) All such searches shall be documented, including:

1. The facts that led to the decision to perform a physical body cavity search of the individual.
2. The reasons less intrusive methods of searching were not used or were insufficient.
3. The Chief of Police or the authorized designee's approval.
4. The time, date, and location of the search.
5. The medical personnel present.

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6. The names, sex, and roles of any department members present.
7. Any contraband or weapons discovered by the search.

(f) A copy of the written authorization shall be retained and shall be provided/made available to the individual who was searched or other authorized representative upon request (NMRA, Rule 5-211).

902.6 GENDER IDENTITY OR EXPRESSION CONSIDERATIONS

If an individual who is subject to a strip search or physical body cavity search has a gender identity or expression that differs from their sex assigned at birth, the search should be conducted by members of the same gender identity or expression as the individual, unless the individual requests otherwise.

902.7 JUVENILES

No juvenile shall be subjected to a strip search or a physical body cavity search at the Department (8.14.5.30 NMAC).

The Chief of Police or the authorized designee should establish procedures for the following:

(a) Safely transporting a juvenile who is suspected of concealing a weapon or contraband, or who may be experiencing a medical issue related to such concealment, to a medical facility or juvenile detention facility as appropriate in the given circumstances

1. Procedures should include keeping a juvenile suspected of concealing a weapon under constant and direct supervision until custody is transferred to the receiving facility.

(b) Providing officers with information identifying appropriate medical and juvenile detention facilities to which a juvenile should be transported for a strip or body cavity search

Nothing in this section is intended to prevent an officer from rendering medical aid to a juvenile in emergency circumstances (see the Medical Aid and Response Policy for additional guidance).

902.8 TRAINING

The Training Manager shall ensure members have training that includes (28 CFR 115.115):

(a) Conducting searches of cross-gender individuals.

(b) Conducting searches of transgender and intersex individuals.

(c) Conducting searches in a professional and respectful manner, and in the least intrusive manner possible, consistent with security needs.

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Prison Rape Elimination

903.1 PURPOSE AND SCOPE

This policy provides guidance for compliance with the Prison Rape Elimination Act of 2003 (PREA) and the implementing regulation that establishes standards (PREA Rule) to prevent, detect, and respond to sexual abuse and sexual harassment (28 CFR 115.111).

903.1.1 DEFINITIONS

Definitions related to this policy include:

Intersex - A person whose sexual or reproductive anatomy or chromosomal pattern does not seem to fit typical definitions of male or female. Intersex medical conditions are sometimes referred to as disorders of sex development (28 CFR 115.5).

Sexual abuse - Any of the following acts, if the individual in custody does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse:

- Contact between the penis and the vulva or the penis and the anus, including penetration, however slight
- Contact between the mouth and the penis, vulva, or anus
- Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument
- Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation

Sexual abuse also includes abuse by a member of the Department or a contractor, with or without consent of the individual in custody, as follows:

- Contact between the penis and the vulva or the penis and the anus, including penetration, however slight
- Contact between the mouth and the penis, vulva, or anus
- Contact between the mouth and any body part where the department member or contractor has the intent to abuse, arouse, or gratify sexual desire
- Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties, or where the department member or contractor has the intent to abuse, arouse, or gratify sexual desire
- Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties, or where the member or contractor has the intent to abuse, arouse, or gratify sexual desire
- Any attempt, threat, or request by the department member or contractor to engage in the activities described above

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- Any display by the department member or contractor of their uncovered genitalia, buttocks, or breast in the presence of an individual in custody
- Voyeurism by the department member or contractor (28 CFR 115.6)

Sexual harassment - Repeated and unwelcome sexual advances; requests for sexual favors; verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one individual in custody that are directed toward another; or repeated verbal comments or gestures of a sexual nature to an individual in custody by a member of the Department or contractor, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures (28 CFR 115.6).

Transgender - A person whose gender identity (i.e., internal sense of feeling male or female) is different from the person's assigned sex at birth (28 CFR 115.5).

903.2 POLICY

The Truth or Consequences Police Department has zero tolerance with regard to all forms of sexual abuse and sexual harassment (28 CFR 115.111). The Department will not tolerate retaliation against any person who reports sexual abuse or sexual harassment, or who cooperates with a sexual abuse or sexual harassment investigation.

The Truth or Consequences Police Department will take immediate action to protect those in its custody who are reasonably believed to be subject to a substantial risk of imminent sexual abuse (28 CFR 115.162).

903.3 PREA COORDINATOR

The Chief of Police shall delegate certain responsibilities to a PREA coordinator. The coordinator shall be an upper-level manager appointed by and directly responsible to the Chief of Police or the authorized designee. The coordinator must have sufficient time and authority to develop, implement, and oversee department efforts to comply with PREA standards (28 CFR 115.111).

The responsibilities of the coordinator shall include but are not limited to:

(a) Developing and maintaining procedures to comply with the PREA Rule.

(b) Ensuring that any contract for the confinement of individuals in custody includes the requirement to adopt and comply with applicable provisions in PREA and the implementing regulations, including the obligation to provide incident-based and aggregated data, as required in 28 CFR 115.187 (28 CFR 115.112).

(c) Developing a staffing plan to provide adequate levels of staffing and video monitoring, where applicable, in order to protect those in custody from sexual abuse (28 CFR 115.113).

    1. This includes documenting deviations and the reasons for deviations from the staffing plan, as well as reviewing the staffing plan a minimum of once per year.

(d) Developing methods for department members to privately report sexual abuse and sexual harassment of individuals in custody (28 CFR 115.151).

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(e) Developing a written plan to coordinate response among department members, medical and mental health practitioners, investigators, command staff, and other first responders to an incident of sexual abuse (28 CFR 115.165).

(f) Ensuring a protocol is developed for investigating allegations of sexual abuse. The protocol shall include (28 CFR 115.121; 28 CFR 115.122):

1. Evidence collection practices that maximize the potential for obtaining usable physical evidence based on the most recent edition of the U.S. Department of Justice's (DOJ) Office on Violence Against Women publication, "A National Protocol for Sexual Assault Medical Forensic Examinations, Adults/ Adolescents," or a similarly comprehensive and authoritative protocol.
2. A process to ensure a criminal or administrative investigation is completed on all allegations of sexual abuse or sexual harassment.
3. A process to document all referrals to other law enforcement agencies.
4. Access to forensic medical examinations, without financial cost, for all victims of sexual abuse where appropriate. Such examinations shall be performed by Sexual Assault Forensic Examiners (SAFEs) or Sexual Assault Nurse Examiners (SANEs) where possible. If SAFEs or SANEs cannot be made available, the examination can be performed by other qualified medical practitioners. The efforts to provide SAFEs or SANEs shall be documented.
5. In accordance with security needs, provisions to give, to the extent available, individuals in custody access to victim advocacy services if the individual is transported for a forensic examination to an outside hospital that offers such services.

(g) Ensuring that individuals with limited English proficiency and disabilities have an equal opportunity to understand and benefit from efforts to prevent, detect, and respond to sexual abuse and sexual harassment. This includes access to appropriate interpreters and written materials in formats or through methods that provide effective communication to those with disabilities (e.g., limited reading skills; intellectual, hearing, speech, or vision disabilities) (see the Limited English Proficiency Services and Communications with Persons with Disabilities policies) (28 CFR 115.116).

1. The Department shall not rely on other individuals in custody for assistance except in limited circumstances where an extended delay in obtaining an appropriate interpreter could compromise the individual's safety, the performance of first-response duties under this policy, or the investigation of an individual's allegations of sexual abuse, harassment, or retaliation.

(h) Publishing on the department website:

1. Information on how to report sexual abuse and sexual harassment on behalf of an individual in custody (28 CFR 115.154).
2. A protocol describing the responsibilities of the Department and any other investigating agency responsible for conducting sexual abuse or sexual harassment investigations (28 CFR 115.122).

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(i) Establishing a process that includes the use of a standardized form and set of definitions to ensure accurate, uniform data is collected for every allegation of sexual abuse at facilities under the direct control of this department (28 CFR 115.187).

1. The data collected shall include, at a minimum, the data necessary to answer all questions from the most recent version of the Survey of Sexual Violence, conducted by DOJ, or any subsequent form developed by DOJ and designated for lockups.
2. The data shall be aggregated at least annually.

(j) Ensuring audits are conducted pursuant to 28 CFR 115.401 through 28 CFR 115.405 for all department facilities used to house individuals in custody overnight (28 CFR 115.193).

(k) Ensuring those who work in department facilities where individuals are held in custody are informed of the department zero-tolerance policy regarding sexual abuse and sexual harassment of individuals in custody (28 CFR 115.132).

903.4 REPORTING SEXUAL ABUSE AND HARASSMENT

Individuals in custody may make reports verbally or in writing, privately or anonymously, of any of the following (28 CFR 115.151):

- Sexual abuse
- Sexual harassment
- Retaliation by other individuals in custody or department members for reporting sexual abuse or sexual harassment
- Department member neglect or violation of responsibilities that may have contributed to sexual abuse or sexual harassment

Individuals in custody shall be notified of the department zero-tolerance policy regarding sexual abuse and sexual harassment, and of at least one way to report abuse or harassment to a public or private entity that is not part of the Department and that is able to receive and immediately forward a report of sexual abuse or sexual harassment to department supervisors and command staff. This allows the individual to remain anonymous (28 CFR 115.132; 28 CFR 115.151).

903.4.1 MEMBER RESPONSIBILITIES

Department members shall accept reports from individuals in custody and third parties, and shall promptly document all reports (28 CFR 115.151).

All members shall report immediately to the Chief of Police or the authorized designee any knowledge, suspicion, or information regarding:

(a) An incident of sexual abuse or sexual harassment.

(b) Retaliation against the individual or the member who reports any such incident.

(c) Any neglect or violation of responsibilities on the part of any department member that may have contributed to an incident or retaliation (28 CFR 115.161).

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No member shall reveal any information related to a sexual abuse report to anyone other than to the extent necessary to make treatment and investigation decisions.

903.4.2 CHIEF OF POLICE RESPONSIBILITIES

The Chief of Police or the authorized designee shall report to Truth or Consequences Police Department designated investigators all allegations of sexual abuse, harassment, retaliation, neglect, or violations leading to sexual abuse, harassment, or retaliation. This includes third-party and anonymous reports (28 CFR 115.161).

If the alleged victim is under the age of 18 or considered a dependent adult, the Chief of Police or the authorized designee shall also report the allegation as required under mandatory reporting laws and department policy.

Upon receiving an allegation that an individual in custody was sexually abused while confined at another facility, the Chief of Police or the authorized designee shall notify the head of that facility or the appropriate office of the agency where the alleged abuse occurred. The notification shall be made as soon as possible but no later than 72 hours after receiving the allegation. The Chief of Police or the authorized designee shall document such notification (28 CFR 115.163).

If an alleged victim is transferred from the Department to a jail, prison, or medical facility, the Chief of Police or the authorized designee shall, as permitted by law, inform the receiving facility of the incident and the individual's potential need for medical or social services, unless the individual requests otherwise (28 CFR 115.165).

903.5 INVESTIGATIONS

The Department shall promptly, thoroughly, and objectively investigate all allegations, including third-party and anonymous reports, of sexual abuse or sexual harassment. Only investigators who have received department-approved special training shall conduct sexual abuse investigations (28 CFR 115.171).

903.5.1 FIRST RESPONDER RESPONSIBILITIES

The responsibilities of the first officer to respond to a report of sexual abuse or sexual assault shall include but are not limited to (28 CFR 115.164):

(a) Separating the parties.

(b) Establishing a crime scene to preserve and protect any evidence.

(c) Identifying and securing witnesses until steps can be taken to collect any evidence.

(d) Requesting that the alleged victim and suspect not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating if the abuse occurred within a time period that still allows for the collection of physical evidence.

If the first responder is not an officer, they shall request that the alleged victim not take any actions that could destroy physical evidence and should then notify an officer (28 CFR 115.164).

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903.5.2 INVESTIGATOR RESPONSIBILITIES

The responsibilities of investigators shall include but are not limited to (28 CFR 115.171):

(a) Gathering and preserving direct and circumstantial evidence, including any available physical and biological evidence and any available electronic monitoring data.

(b) Interviewing alleged victims, suspects, and witnesses.

(c) Reviewing any prior complaints and reports of sexual abuse involving the suspect.

(d) Conducting compelled interviews only after consulting with prosecutors as to whether compelled interviews may be an obstacle for subsequent criminal prosecution.

(e) Assessing the credibility of the alleged victim, suspect, or witness on an individual basis and not by the person's status as an individual in custody or a member of the Truth or Consequences Police Department.

(f) Documenting in written reports a description of physical, testimonial, documentary, and other evidence, the reasoning behind any credibility assessments, and investigative facts and findings.

(g) Referring allegations of conduct that may be criminal to the District Attorney for possible prosecution, including any time there is probable cause to believe an individual in custody sexually abused another individual in custody at the department facility (28 CFR 115.178).

(h) Cooperating with outside investigators and remaining informed about the progress of any outside investigation.

903.5.3 ADMINISTRATIVE INVESTIGATIONS

Administrative investigations shall include an effort to determine whether department member actions or failures to act contributed to the abuse. The departure of the alleged abuser or victim from the employment or control of this department shall not be used as a basis for terminating an investigation (28 CFR 115.171).

903.5.4 SEXUAL ASSAULT AND SEXUAL ABUSE VICTIMS

No individual in custody who alleges sexual abuse shall be required to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an allegation (28 CFR 115.171(e)).

Victims of sexual abuse shall receive timely, unimpeded access to emergency medical treatment. Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident (28 CFR 115.182).

903.5.5 CONCLUSIONS AND FINDINGS

All completed investigations shall be forwarded to the Chief of Police, or if the allegations may reasonably involve the Chief of Police, to the City Manager. The Chief of Police or City Manager shall review the investigation and determine whether any allegations of sexual abuse or sexual harassment have been substantiated by a preponderance of the evidence (28 CFR 115.172).

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All department members shall be subject to disciplinary sanctions up to and including termination for violating this policy. Termination shall be the presumptive disciplinary sanction for members who have engaged in sexual abuse. All discipline shall be commensurate with the nature and circumstances of the acts committed, the member's disciplinary history, and the sanctions imposed for comparable offenses by other members with similar histories (28 CFR 115.176).

All terminations for violations of this policy, or resignations by members who would have been terminated if not for their resignation, shall be criminally investigated unless the activity was clearly not criminal and reported to any relevant licensing body (28 CFR 115.176).

Any contractor who engages in sexual abuse shall be prohibited from contact with individuals in custody and reported to any relevant licensing bodies (28 CFR 115.177). The Chief of Police shall take appropriate remedial measures and consider whether to prohibit further contact with individuals in custody by a contractor.

903.6 RETALIATION PROHIBITED

All individuals in custody and department members who report sexual abuse or sexual harassment or who cooperate with sexual abuse or sexual harassment investigations shall be protected from retaliation (28 CFR 115.167). If any other person who cooperates with an investigation expresses a fear of retaliation, appropriate measures shall be taken to protect that person.

The Chief of Police or the authorized designee shall employ multiple protection measures, such as housing changes or transfers for victims or abusers, removal of alleged abusers from contact with victims, and emotional support services for individuals in custody or members who fear retaliation for reporting sexual abuse or sexual harassment or for cooperating with investigations.

A member of the Department shall be identified by the Chief of Police or the authorized designee to monitor the conduct and treatment of individuals in custody or members who have reported sexual abuse, and of those who were reported to have suffered sexual abuse. The member shall act promptly to remedy any such retaliation. In the case of individuals in custody, such monitoring shall also include periodic safety checks.

903.7 REVIEWS AND AUDITS

903.7.1 INCIDENT REVIEWS

An incident review shall be conducted at the conclusion of every sexual abuse investigation, unless the allegation has been determined to be unfounded. The review should occur within 30 days of the conclusion of the investigation. The review team shall include command staff and seek input from supervisors and investigators (28 CFR 115.186).

The review shall (28 CFR 115.186):

(a) Consider whether the allegation or investigation indicates a need to change policy or practice to better prevent, detect, or respond to sexual abuse.

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(b) Consider whether the incident or allegation was motivated by race; ethnicity; gender identity; lesbian, gay, bisexual, transgender or intersex identification, status or perceived status; gang affiliation; or other group dynamics at the department facility.

(c) Examine the area in the facility where the incident allegedly occurred to assess whether physical barriers in the area may enable abuse.

(d) Assess the adequacy of staffing levels in that area during different shifts.

(e) Assess whether monitoring technology should be deployed or augmented to supplement supervision by department members.

The review team shall prepare a report of its findings, including any determinations made pursuant to this section and any recommendations for improvement. The report shall be submitted to the Chief of Police and the PREA coordinator. The Chief of Police or the authorized designee shall implement the recommendations for improvement or shall document the reasons for not doing so (28 CFR 115.186).

903.7.2 DATA REVIEWS

The PREA coordinator shall conduct an annual review of collected and aggregated incident-based sexual abuse data. The review should include, as needed, data from incident-based documents, including reports, investigation files, and sexual abuse incident reviews (28 CFR 115.187).

The purpose of these reviews is to assess and improve the effectiveness of sexual abuse prevention, detection, and response policies, practices, and training. An annual report shall be prepared that includes (28 CFR 115.188):

(a) Identification of any potential problem areas.

(b) Identification of any corrective actions taken.

(c) Recommendations for any additional corrective actions.

(d) A comparison of the current year's data and corrective actions with those from prior years.

(e) An assessment of the progress in addressing sexual abuse.

The report shall be approved by the Chief of Police and made readily available to the public through the department website. Material may be redacted from the reports when publication would present a clear and specific threat to the safety and security of the facility. However, the nature of the redacted material shall be indicated.

All aggregated sexual abuse data from department facilities and private facilities with which it contracts shall be made readily available to the public at least annually. Before making aggregated sexual abuse data publicly available, all personal identifiers shall be removed (28 CFR 115.189).

903.8 RECORDS

The Truth or Consequences Police Department shall retain all written reports from administrative and criminal investigations pursuant to this policy for as long as the alleged abuser is in custody or is a member of the Department, plus five years (28 CFR 115.171).

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All other data collected pursuant to this policy shall be securely retained for at least 10 years after the date of the initial collection unless federal, state, or local law requires otherwise (28 CFR 115.189).

903.9 TRAINING

All department members and contractors who may have contact with individuals in custody shall receive department-approved training on the prevention and detection of sexual abuse and sexual harassment within the department facility.

(a) The Training Manager shall be responsible for developing and administering this training as appropriate, covering at a minimum (28 CFR 115.131):

1. The department zero-tolerance policy and the right of individuals in custody to be free from sexual abuse and sexual harassment and from retaliation for reporting sexual abuse or harassment.
2. The dynamics of sexual abuse and harassment in confinement settings, including which individuals in custody are most vulnerable.
3. The right of individuals in custody and department members to be free from sexual abuse and sexual harassment, and from retaliation for reporting sexual abuse or harassment.
4. Detecting and responding to signs of threatened and actual abuse.
5. Communicating effectively and professionally with all individuals in custody.
6. Compliance with relevant laws related to mandatory reporting of sexual abuse to outside authorities.

(b) Investigators assigned to sexual abuse investigations shall also receive training in conducting such investigations in confinement settings. Training should include (28 CFR 115.134):

1. Techniques for interviewing sexual abuse victims.
2. Proper use of *Miranda* and *Garrity* warnings.
3. Sexual abuse evidence collection in confinement settings.
4. Criteria and evidence required to substantiate a case for administrative action or prosecution referral.

The Training Manager shall maintain documentation that department members, contractors and investigators have completed required training and that they understand the training. This understanding shall be documented through individual signature or electronic verification.

All current department members who may have contact with individuals in custody shall be trained within one year of the effective date of the PREA standards. The Department shall provide annual refresher information to all such members to ensure that they understand the current sexual abuse and sexual harassment policies and procedures.

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Transporting Persons in Custody

905.1 PURPOSE AND SCOPE

This policy provides guidelines for transporting persons who are in the custody of the Truth or Consequences Police Department.

See the Handcuffing and Restraints Policy for additional guidance.

905.2 POLICY

It is the policy of the Truth or Consequences Police Department to provide safe, secure, and humane transportation for all persons in custody.

905.3 CHIEF OF POLICE OR DESIGNEE RESPONSIBILITIES

The Chief of Police or Designee should establish related procedures for:

- Safely transporting persons who have their legs restrained.
- Seating placement of persons being transported in vehicles with and without safety barriers.

905.4 OFFICER RESPONSIBILITIES

Persons in custody should be transported in a vehicle properly equipped to transport passengers. They should be appropriately restrained and positioned during transport.

Officers transporting a person in custody should:

(a) Search all areas of the vehicle accessible to a person in custody before and after each transport.

(b) Immediately search persons in custody after arrest, when receiving the person from the custody of another officer, and before transferring the person. Refer to the Custodial Searches Policy before conducting any search other than a field search.

1. Whenever practicable, a search should be conducted by an officer of the same gender as the person being searched. If an officer of the same gender is not reasonably available, a witnessing officer should be present during the search.

(c) Provide SCRDA with any required notifications (e.g., start time, mileage, end time).

(d) Properly secure all property.

(e) Use audio/video equipment (when properly equipped) to observe and record any person in custody during transport (see the Mobile Audio/Video and Body-Worn Cameras policies for additional guidance).

(f) Make a reasonable effort to prevent inappropriate conversations between persons being transported (e.g., demeaning or insulting language) or conversations between a person being transported and someone outside the vehicle.

(g) Plan travel times and routes to avoid situations that might impede transportation (e.g., heavy traffic, unfavorable road conditions, extreme weather) when reasonably practicable.

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(h) Make a verbal welfare check with a person in custody at least every 10 minutes. Provide sufficient visual observation and audio communication during the transport of:

1. Individuals in auxiliary restraints.
2. Individuals in leg restraints.
3. Individuals wearing a spit hood.
4. Individuals who are a suspected suicide risk.

(i) Verify that the vehicle's security devices (e.g., window and rear-door child-safety locks) are activated.

(j) Assess uncooperative persons who cannot or will not sit upright for a medical condition (see the Medical Aid and Response Policy for additional guidance):

1. If no medical condition exists, alternative transportation should be arranged (e.g., a special transport van).

905.5 TRANSPORT RESTRICTIONS

When transporting multiple persons, officers:

(a) Should not transport persons in custody together. Persons in custody should be transported individually when practicable, or within their own compartment of a multiple-compartment vehicle, unless supervisor approval is received based on unusual circumstances.

1. Juveniles and adults shall not be transported together (NMSA § 32A-3B-4).
2. Persons with known hostilities toward each other, such as mutual combatants or rival gang members, shall not be transported together.
3. Persons of different genders should not be transported together.

(b) If segregating individuals is not possible, transporting officers should be alert to inappropriate physical or verbal contact and take appropriate action.

905.6 TRANSPORT VANS

An officer trained on the safety and restraint systems of a transport van should be present during the transport van's use for transporting a person in custody.

An officer should assist persons getting into and out of the transport van to avoid falls.

905.7 TRANSPORTING PERSONS IN CUSTODY WHO HAVE A DISABILITY

When transporting a person in custody who has a disability, a transporting officer should request assistance as necessary to transport the person in a reasonable and safe manner. The transporting officer should ensure that any special equipment (e.g., canes, wheelchairs, prosthetics) is transported to the person's destination in a way that does not threaten the safety or security of the person in custody or the officer.

Officers transporting a person who has a disability should consult with the person in custody and use good judgment in determining what, if any, restraining devices may be appropriate based on the person's disability to ensure the security, safety, and dignity of all persons.

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905.8 TRANSPORTING ILL OR INJURED PERSONS IN CUSTODY

Except in exceptional cases where alternatives are not reasonably available, officers should not transport persons in custody who are unconscious, have serious injuries, or who may be seriously ill. EMS personnel should be called to handle such transportation.

Officers shall notify a supervisor as soon as practicable when transporting a person in custody to a hospital.

An officer should accompany any person in custody during transport in an ambulance when requested by EMS personnel, when it reasonably appears necessary to provide security, when it is necessary for investigative purposes, or when so directed by a shift supervisor.

Any person in custody suspected of having a communicable disease should be transported in compliance with the exposure control plan in the Communicable Diseases Policy.

See the Medical Aid and Response Policy for additional guidance on ill or injured persons in custody.

905.9 TRANSPORTING PREGNANT PERSONS IN CUSTODY

Persons in custody who are known to be pregnant should be restrained during transport in the least restrictive manner that is effective for officer safety. Leg restraints, waist chains, or handcuffs behind the body should not be used unless the officer has a reasonable suspicion that the person may resist, attempt escape, injure themself or others, or damage property.

Absent exceptional circumstances, persons in labor or delivery should not be transported by officers. EMS personnel should be called to handle transportation.

905.10 CIVIL COMMITMENT TRANSPORTS

When transporting any individual for a civil commitment, the transporting officer should request that SCRDA notify the receiving facility of the estimated time of arrival, the level of cooperation of the individual, and whether any special medical care is needed.

Should the person require transport in a medical transport vehicle, and the safety of any person, including the person in custody, requires the presence of an officer during the transport, XXXwatchCommanderXXX approval is required before transport commences.

See the Civil Commitments Policy for additional guidance.

905.11 INTERRUPTION OF TRANSPORT

Absent extraordinary circumstances, officers should not interrupt a transport to provide emergency assistance without supervisory approval. Officers encountering an emergency should notify SCRDA and request an appropriate response.

905.12 EXTENDED TRANSPORTS

During transports for extended durations, transporting officers may be required to make necessary stops. With supervisory approval and due consideration for security risks and the in-custody

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person's health and well-being, these stops should be limited to fuel, meals, bathroom breaks, and other purposes reasonably necessary for the continuation of the transport.

905.13 PROHIBITIONS

When transporting a person in custody, officers should not:

(a) Use transport as a form of punishment or retaliation (e.g., intentionally rough rides, excessive heat or cold, obnoxiously loud music).

(b) Handcuff a person to any part of a vehicle.

(c) Leave the vehicle unattended with the person in custody in the vehicle.

(d) Allow any person who is not in custody (e.g., friend, family member) to have contact with or be in close proximity to the person in custody.

(e) Allow any food, drink, or other consumables to be given to the person in custody by anyone other than department personnel or receiving agency personnel.

(f) Stop to conduct any personal activities.

(g) Engage in a pursuit.

905.14 ESCAPES

In the event that a person in custody escapes while being transported, the transporting officer should immediately advise SCRDA and other units of the escape, provide a description of the escapee, notify the shift supervisor, and submit a written report as soon as practicable describing the circumstances of the escape and any recapture.

The shift supervisor should notify the Chief of Police or the authorized designee upon learning of an escape.

If the escape occurs outside the jurisdiction of the Truth or Consequences Police Department, the shift supervisor should notify the appropriate agency or agencies within the jurisdiction where the escape occurred.

905.15 DOCUMENTATION

If a person is injured during transportation, officers should document the injury in the appropriate report. Documentation should include the condition of the person prior to transportation and the known or suspected causes of the injury during transportation (e.g., hitting head, struggling with restraints, fighting with other persons in custody). Any visible or reported injuries should be photographed and included with the report.

905.16 NOTIFICATIONS

Officers should notify a supervisor and any receiving facility of information regarding any circumstances the officer reasonably believes would be potential safety concerns or medical risks to the person (e.g., uncooperative or violent, prolonged struggle, extreme agitation, medical conditions) that may have occurred prior to, or during, transportation.

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905.17 TRAINING

The Training Manager should provide periodic training on this policy and procedures related to transporting persons in custody, restraint systems, and restraint devices.

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Chapter 10 - Personnel

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Recruitment and Selection

1000.1 PURPOSE AND SCOPE

This policy provides a framework for employee recruiting efforts and identifying job-related standards for the selection process. This policy supplements the rules that govern employment practices for the Truth or Consequences Police Department and that are promulgated and maintained by the Department of Human Resources.

1000.2 POLICY

In accordance with applicable federal, state, and local law, the Truth or Consequences Police Department provides equal opportunities for applicants and employees regardless of actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law. The Department does not show partiality or grant any special status to any applicant, employee, or group of employees unless otherwise required by law.

The Department will recruit and hire only those individuals who demonstrate a commitment to service and who possess the traits and characteristics that reflect personal integrity and high ethical standards.

1000.3 RECRUITMENT

The Chief of Police or the authorized designee shall employ a comprehensive recruitment and selection strategy to recruit and select employees from a qualified and diverse pool of candidates.

The strategy shall include:

(a) Establishment of a written recruitment plan.

1. The plan shall include an outline of steps for recruiting candidates who are representative of the community. This should include candidates who live in or are from the community, if appropriate and consistent with applicable laws and collective bargaining agreements.

(b) Identification of racially and culturally diverse target markets.

(c) Use of marketing strategies to target diverse applicant pools.

(d) Expanded use of technology and maintenance of a strong internet presence. This may include an interactive department website and the use of department-managed social networking sites, if resources permit.

(e) Expanded outreach through partnerships with media, community groups, citizen academies, local colleges, universities, and the military.

(f) Employee referral and recruitment incentive programs.

(g) Consideration of shared or collaborative regional testing processes.

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The Chief of Police or the authorized designee shall avoid advertising, recruiting, and screening practices that tend to stereotype, focus on homogeneous applicant pools, or screen applicants in a discriminatory manner.

The Department should strive to facilitate and expedite the screening and testing process, and should periodically inform each candidate of their status in the recruiting process.

1000.4 SELECTION PROCESS

The Department shall actively strive to identify a diverse group of candidates who have in some manner distinguished themselves as being outstanding prospects. Minimally, the Department shall employ a comprehensive screening, background investigation, and selection process that assesses cognitive and physical abilities and includes review and verification of the following:

(a) A comprehensive application for employment (including previous employment, references, current and prior addresses, education, military record)

(b) Driving record

(c) Personal and professional reference checks

(d) Employment eligibility, including U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form I-9 and acceptable identity and employment authorization documents. This required documentation should not be requested until a candidate is hired. This does not prohibit obtaining documents required for other purposes.

(e) Information obtained from public internet sites

1. This review should include the identification of any activity that promotes or supports unlawful violence or unlawful bias against persons based on protected characteristics (e.g., race, ethnicity, national origin, religion, gender, gender identity, sexual orientation, disability).

(f) Financial history consistent with the Fair Credit Reporting Act (FCRA) (15 USC § 1681 et seq.)

(g) Local, state, and federal criminal history record checks

(h) Polygraph or voice stress analyzer examination (when legally permissible)

(i) Medical and psychological examination (may only be given after a conditional offer of employment) (10.29.9.12 NMAC; 10.29.9.17 NMAC)

(j) Review board or selection committee assessment

(k) Relevant national and state decertification records, if available, including the National Decertification Index

1000.5 BACKGROUND INVESTIGATION

Every candidate shall undergo a thorough background investigation to verify their personal integrity and high ethical standards, and to identify any past behavior that may be indicative of the candidate's unsuitability to perform duties relevant to the operation of the Truth or Consequences Police Department.

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1000.5.1 NOTICES

Background investigators shall ensure that investigations are conducted and notices provided in accordance with the requirements of the FCRA.

1000.5.2 REVIEW OF SOCIAL MEDIA SITES

Due to the potential for accessing unsubstantiated, private, or protected information, the Chief of Police or the authorized designee should not require candidates to provide passwords, account information, or access to password-protected social media accounts.

The Chief of Police or the authorized designee should consider utilizing the services of an appropriately trained and experienced third party to conduct open source, internet-based searches and/or review information from social media sites to ensure that:

(a) The legal rights of candidates are protected.

(b) Material and information to be considered are verified, accurate, and validated.

(c) The Department fully complies with applicable privacy protections and local, state, and federal law.

Regardless of whether a third party is used, the Chief of Police or the authorized designee should ensure that potentially impermissible information is not available to any person involved in the candidate selection process.

1000.5.3 RECORDS RETENTION

The background report and all supporting documentation shall be maintained in accordance with the established records retention schedule.

1000.5.4 DOCUMENTING AND REPORTING

The background investigator shall summarize the results of the background investigation in a report that includes sufficient information to allow the reviewing authority to decide whether to extend a conditional offer of employment. The report shall not include any information that is prohibited from use, including that from social media sites, in making employment decisions. The report and all supporting documentation shall be included in the candidate's background investigation file.

1000.6 DISQUALIFICATION GUIDELINES

As a general rule, performance indicators and candidate information and records shall be evaluated by considering the candidate as a whole, and taking into consideration the following:

- Age at the time the behavior occurred
- Passage of time
- Patterns of past behavior
- Severity of behavior
- Probable consequences if past behavior is repeated or made public

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- Likelihood of recurrence
- Relevance of past behavior to public safety employment
- Aggravating and mitigating factors
- Other relevant considerations

A candidate's qualifications will be assessed on a case-by-case basis, using a totality-of-the-circumstances framework.

1000.7 EMPLOYMENT STANDARDS

All candidates shall meet the minimum standards required by state law. Candidates will be evaluated based on merit, ability, competence, and experience, in accordance with the high standards of integrity and ethics valued by the Department and the community.

Validated, job-related, and nondiscriminatory employment standards shall be established for each job classification and shall minimally identify the training, abilities, knowledge, and skills required to perform the position's essential duties in a satisfactory manner. Each standard should include performance indicators for candidate evaluation. The Department of Human Resources should maintain validated standards for all positions.

1000.7.1 STANDARDS FOR OFFICERS

Candidates shall meet the minimum standards established by New Mexico law no later than 12 months after beginning their employment with the Department, including those provided in NMSA § 29-1-9, NMSA § 29-7-6, and 10.29.9.10 NMAC.

1000.8 PROBATIONARY PERIODS

The Chief of Police or the authorized designee should coordinate with the Truth or Consequences Department of Human Resources to identify positions subject to probationary periods and procedures for:

(a) Appraising performance during probation.

(b) Assessing the level of performance required to complete probation.

(c) Extending probation.

(d) Documenting successful or unsuccessful completion of probation.

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Performance Evaluations

1001.1 PURPOSE AND SCOPE

This policy provides guidelines for the Truth or Consequences Police Department performance evaluation system.

1001.2 POLICY

The Truth or Consequences Police Department shall use a performance evaluation system to measure, document, and recognize work performance. The performance evaluation will serve as an objective guide for the recognition of good work and the development of a process for improvement.

The Department evaluates employees in a non-discriminatory manner based upon job-related factors specific to the employee’s position, without regard to actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law.

1001.3 TYPES OF EVALUATIONS

The Department shall use the following types of evaluations:

Regular - An evaluation completed at regular intervals by the employee's immediate supervisor. Employees who have been promoted should be evaluated as established by the Department of Human Resources or, minimally, on the anniversary of the date of the last promotion.

When an employee transfers to a different assignment in the middle of an evaluation period and less than six months has transpired since the transfer, the evaluation should be completed by the current supervisor with input from the previous supervisor.

Special - An evaluation that may be completed at any time the supervisor and the Chief of Police or the authorized designee determine an evaluation is necessary to address less than standard performance. The evaluation may include a plan for follow-up action (e.g., performance improvement plan (PIP), remedial training, retraining).

1001.3.1 RATINGS

When completing an evaluation, the supervisor will identify the rating category that best describes the employee's performance. The definition of each rating category is as follows:

Outstanding - Performance is well beyond that required for the position. It is exceptional performance, definitely superior or extraordinary.

Exceeds standards - Performance is better than demonstrated by a competent employee. It is performance superior to what is required, but is not of such nature to warrant a rating of outstanding.

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Meets standards - Performance of a competent employee. It is satisfactory performance that meets the standards required of the position.

Needs improvement - Performance is less than the standards required of the position. A needs improvement rating shall be thoroughly discussed with the employee.

Unsatisfactory - Performance is inferior to the standards required of the position. It is inadequate or undesirable performance that cannot be allowed to continue.

Supervisor comments may be included in the evaluation to document the employee's strengths, weaknesses, and requirements for improvement. Any job dimension rating marked as unsatisfactory or outstanding shall be substantiated with supervisor comments.

1001.3.2 PERFORMANCE IMPROVEMENT PLAN

Employees who receive an unsatisfactory rating may be subject to a PIP. The PIP shall delineate areas that need improvement, any improvement measures, and a timetable in which to demonstrate improvement. The issuing supervisor shall meet with the employee to review their performance and the status of the PIP at least monthly.

1001.4 EVALUATION PROCESS

Supervisors should meet with the employees they supervise at the beginning of the evaluation period to discuss expectations and establish performance standards. Each supervisor should discuss the tasks of the position, standards of expected performance, and the evaluation criteria with each employee.

Performance evaluations cover a specific period and should be based upon documented performance dimensions that are applicable to the duties and authorities granted to the employee during that period. Evaluations should be completed by each employee's immediate supervisor. Other supervisors directly familiar with the employee's performance during the rating period should be consulted by the evaluating supervisor for input.

Assessment of an employee's job performance is an ongoing process. Continued coaching and feedback provides supervisors and employees with opportunities to correct performance issues as they arise and to acknowledge good work. Periodic discussions with the employee during the course of the evaluation period are encouraged. Supervisors should document all discussions in the prescribed manner.

Non-probationary employees demonstrating substandard performance shall be notified in writing as soon as possible in order to have an opportunity to remediate the issues. Such notification should occur at the earliest opportunity, with the goal being a minimum of 90 days' written notice prior to the end of the evaluation period.

All supervisors shall receive training on performance evaluations within one year of a supervisory appointment.

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1001.5 EVALUATION FREQUENCY

Supervisors shall ensure that all employees they supervise are evaluated at least once every year on the anniversary of the employee's date of appointment or hire.

Those employees who are required to successfully complete a probationary period should be evaluated monthly.

1001.6 EVALUATION INTERVIEW

When the supervisor has completed their evaluation, a private discussion of the evaluation should be scheduled with the employee. The supervisor should discuss the evaluation ratings and respond to any questions the employee may have. The supervisor should provide relevant counseling regarding advancement, specialty positions, and training opportunities. Any performance areas in need of improvement and goals for reaching the expected level of performance should be identified and discussed. If the employee has reasonable objections to any of the ratings, the supervisor may make appropriate adjustments to the evaluation. The reason for such adjustments shall be documented.

Employees may write comments in an identified section of the evaluation. The supervisor and employee will sign and date the evaluation.

1001.6.1 DISCRIMINATORY HARASSMENT FORM

At the time of each employee’s annual evaluation, the supervisor shall provide access to and require the employee to read the City harassment and discrimination policies and the Truth or Consequences Police Department Discriminatory Harassment Policy. The supervisor shall give the employee a form to be completed and returned that acknowledges the following:

(a) The employee understands the harassment and discrimination policies.

(b) The employee has had all questions regarding the policies sufficiently addressed.

(c) The employee knows how to report alleged harassment and discrimination policy violations.

(d) Whether the employee has been the subject of, or witness to, any unreported conduct that may violate the discrimination or harassment policies.

The completed form should be returned to the supervisor (or other authorized individual if the employee is uncomfortable returning the form to the presenting supervisor) within one week. If the employee has expressed any questions or concerns, the receiving supervisor or other authorized individual shall ensure that appropriate follow-up action is taken.

1001.7 APPEAL

An employee who disagrees with their evaluation may provide a formal written response that will be attached to the evaluation, or may request an appeal.

To request an appeal, the employee shall forward a written memorandum within three days to the Chief of Police or the authorized designee. The memorandum shall identify the specific basis for the appeal and include any relevant information for the reviewer to consider.

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1001.8 CHAIN OF REVIEW

The signed performance evaluation and any employee attachment should be forwarded to the Chief of Police or the authorized designee. The Chief of Police or the authorized designee shall review the evaluation for fairness, impartiality, uniformity, and consistency, and shall consider any written response or appeal made by the employee.

The Chief of Police or the authorized designee should evaluate the supervisor on the quality of ratings given.

1001.9 RETENTION AND DISTRIBUTION

The original performance evaluation and any original correspondence related to an appeal shall be maintained by the Department in accordance with the Personnel Records Policy.

A copy of the evaluation and any documentation of a related appeal shall be provided to the employee and also forwarded to the Truth or Consequences Department of Human Resources.

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Special Assignments and Promotions

1002.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for promotions and for making special assignments within the Truth or Consequences Police Department.

1002.2 POLICY

The Truth or Consequences Police Department determines assignments and promotions in a non-discriminatory manner based upon job-related factors and candidate skills and qualifications. Assignments and promotions are made by the Chief of Police.

1002.3 SPECIAL ASSIGNMENT POSITIONS

The following positions are considered special assignments and not promotions:

(a) Incident Response Team member

(b) Investigator

(c) Motorcycle officer

(d) Bicycle Patrol officer

(e) Canine handler

(f) Accident investigator

(g) Field Training Officer

(h) Community Relations/Training Officer

(i) School Resource and/or Drug Abuse Resistance Education (D.A.R.E.) officer

(j) Court Officer

1002.3.1 GENERAL REQUIREMENTS

The following requirements should be considered when selecting a candidate for a special assignment:

(a) Three years of relevant experience

(b) Off probation

(c) Possession of or ability to obtain any certification required by the New Mexico Law Enforcement Academy or law

(d) Exceptional skills, experience, or abilities related to the special assignment

1002.3.2 EVALUATION CRITERIA

The following criteria will be used in evaluating candidates for a special assignment:

(a) Presents a professional, neat appearance.

(b) Maintains a physical condition that aids in their performance.

(c) Expressed an interest in the assignment.

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(d) Demonstrates the following traits:

1. Emotional stability and maturity
2. Stress tolerance
3. Sound judgment and decision-making
4. Personal integrity and ethical conduct
5. Leadership skills
6. Initiative
7. Adaptability and flexibility
8. Ability to conform to department goals and objectives in a positive manner

1002.3.3 SELECTION PROCESS

The selection process for special assignments will include an administrative evaluation as determined by the Chief of Police to include:

(a) Supervisor recommendations - Each supervisor who has supervised or otherwise been involved with the candidate will submit a recommendation.

(b) Interview - The Chief of Police or the authorized designee will schedule interviews with each candidate.

(c) Assignment by the Chief of Police.

The selection process for all special assignment positions may be waived for temporary assignments, emergency situations, training, and at the discretion of the Chief of Police.

1002.4 PROMOTIONAL REQUIREMENTS

Requirements and information regarding any promotional process are available at the Truth or Consequences Department of Human Resources.

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Grievances

1003.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the Truth or Consequences Police Department grievance system. The grievance system is intended to facilitate communication and to promptly and equitably address employee grievances in the workplace.

1003.1.1 GRIEVANCE DEFINED

A grievance is a difference of opinion or dispute regarding the meaning, interpretation, or application of any of the following:

-
- This Policy Manual
- Rules and regulations governing personnel practices or working conditions
- Workplace issues that do not amount to misconduct under the Personnel Complaints Policy, such as fraud, waste, abuse of authority, gross mismanagement, or any inappropriate conduct or practices, including violations that may pose a threat to the health, safety, or well-being of members

Specifically outside the category of grievances are complaints related to allegations of discrimination or harassment subject to the Discriminatory Harassment Policy. Also outside the category of grievances are personnel complaints regarding any allegation of misconduct or improper job performance against any department employee that, if true, would constitute a violation of department policy or federal, state, or local law, as set forth in the Personnel Complaints Policy.

1003.2 POLICY

It is the policy of the Truth or Consequences Police Department to provide a just and equitable system for the prompt handling of employee grievances without discrimination, coercion, restraint, or retaliation against any employee who submits or is otherwise involved in a grievance.

1003.3 PROCESS

Grievances may be brought by an individual employee or by an employee group representative. Employees may have representation during the grievance process.

if an employee believes that they have a grievance as defined above, that employee shall:

(a) Attempt to resolve the issue through informal discussion with their immediate supervisor.

(b) If after a reasonable amount of time, generally seven days, the grievance cannot be settled by the immediate supervisor, the employee may request a meeting with the Chief of Police.

(c) If the employee and the Chief of Police are unable to arrive at a mutual solution, the employee shall proceed as follows:

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1. Submit a written statement of the grievance to the Chief of Police and provide a copy to the employee's immediate supervisor.
2. Include the following information in the written statement:
    (a) The basis for the grievance (i.e., the facts of the case).
    (b) The allegation of any specific wrongful act and the harm done.
    (c) The specific policies, rules, or regulations at issue.
    (d) The remedy or goal being sought by the grievance.

(d) The supervisor shall provide the employee with a signed acknowledgment of the grievance that shall include the date and time of receipt.

(e) The Chief of Police and the City Manager should review the grievance and respond to the employee within 14 calendar days.
1. The response will be in writing, and will affirm or deny the allegations.
2. The response shall include any remedies, if appropriate.
3. The decision of the City Manager is considered final.

1003.4 GRIEVANCE RECORDS

At the conclusion of the grievance process, all documents pertaining to the process shall be forwarded to the Chief of Police or the authorized designee for inclusion into a secure file for all written grievances. Copies of the documents should also be sent to the Department of Human Resources.

1003.5 POLICY OR TRAINING IMPLICATIONS

If an employee who participates in the grievance review process identifies any issue that may warrant an immediate revision to this Policy Manual, a procedural change, or an immediate training need, the employee should promptly notify the Chief of Police in the memorandum.

1003.6 GRIEVANCE AUDITS

The Training Manager should perform an annual audit of all grievances filed the previous calendar year to evaluate whether any change in policy, procedure, or training may be appropriate to avoid future grievances. The Training Manager should record these findings in a confidential memorandum to the Chief of Police without including any identifying information about any individual grievance.

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Anti-Retaliation

1004.1 PURPOSE AND SCOPE

This policy prohibits retaliation against members who identify workplace issues, such as fraud, waste, abuse of authority, gross mismanagement, or any inappropriate conduct or practices, including violations that may pose a threat to the health, safety, or well-being of members.

This policy does not prohibit actions taken for nondiscriminatory or non-retaliatory reasons, such as discipline for cause.

These guidelines are intended to supplement and not limit members' access to other applicable remedies. Nothing in this policy shall diminish the rights or remedies of a member pursuant to any applicable federal law, provision of the U.S. Constitution, state and local law, ordinance, or collective bargaining agreement.

1004.2 POLICY

The Truth or Consequences Police Department has a zero tolerance for retaliation and is committed to taking reasonable steps to protect from retaliation members who, in good faith, engage in permitted behavior or who report or participate in the reporting or investigation of workplace issues. All complaints of retaliation will be taken seriously and will be promptly and appropriately investigated.

1004.3 RETALIATION PROHIBITED

No member may retaliate against any person for engaging in lawful or otherwise permitted behavior; for opposing a practice believed to be unlawful, unethical, discriminatory, or retaliatory; for reporting or making a complaint under this policy; or for participating in any investigation related to a complaint under this or any other policy.

Retaliation includes any adverse action or conduct, including but not limited to:

- Refusing to hire or denying a promotion.
- Extending the probationary period.
- Unjustified reassignment of duties or change of work schedule.
- Real or implied threats or other forms of intimidation to dissuade the reporting of wrongdoing or filing of a complaint, or as a consequence of having reported or participated in protected activity.
- Taking unwarranted disciplinary action.
- Spreading rumors about the person filing the complaint or about the alleged wrongdoing.
- Shunning or unreasonably avoiding a person because they have engaged in protected activity.

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1004.3.1 PEACE OFFICER'S EMPLOYER-EMPLOYEE RELATIONS ACT PROTECTION
Employees are protected from retaliation for exercising rights granted by the Peace Officer's Employer-Employee Relations Act (NMSA § 29-14-11).

1004.4 COMPLAINTS OF RETALIATION

Any member who feels they have been retaliated against in violation of this policy should promptly report the matter to any supervisor, the Chief of Police, or the City Human Resources.

Members shall act in good faith, not engage in unwarranted reporting of trivial or minor deviations or transgressions, and make reasonable efforts to verify facts before making any complaint in order to avoid baseless allegations. Members shall not report or state an intention to report information or an allegation knowing it to be false or with willful or reckless disregard for the truth or falsity of the information, or otherwise act in bad faith.

Investigations are generally more effective when the identity of the reporting member is known, thereby allowing investigators to obtain additional information from the reporting member. However, complaints may be made anonymously. All reasonable efforts shall be made to protect the reporting member's identity. However, confidential information may be disclosed to the extent required by law or to the degree necessary to conduct an adequate investigation and make a determination regarding a complaint. In some situations, the investigative process may not be complete unless the source of the information and a statement by the member are part of the investigative process.

1004.5 SUPERVISOR RESPONSIBILITIES

Supervisors are expected to remain familiar with this policy and ensure that members under their command are aware of its provisions.

The responsibilities of supervisors include but are not limited to:

(a) Ensuring complaints of retaliation are investigated as provided in the Personnel Complaints Policy.

(b) Receiving all complaints in a fair and impartial manner.

(c) Documenting the complaint and any steps taken to resolve the problem.

(d) Acknowledging receipt of the complaint, notifying the Chief of Police via the chain of command, and explaining to the member how the complaint will be handled.

(e) Taking appropriate and reasonable steps to mitigate any further violations of this policy.

(f) Monitoring the work environment to ensure that any member making a complaint is not subjected to further retaliation.

(g) Periodic follow-up with the complainant to ensure that retaliation is not continuing.

(h) Not interfering with or denying the right of a member to make any complaint.

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(i) Taking reasonable steps to accommodate requests for assignment or schedule changes made by a member who may be the target of retaliation if it would likely mitigate the potential for further violations of this policy.

1004.6 CHIEF OF POLICE RESPONSIBILITIES

The Chief of Police should communicate to all supervisors the prohibition against retaliation.

The Chief of Police shall treat all complaints as serious matters and shall ensure that prompt actions take place, including but not limited to:

(a) Communicating to all members the prohibition against retaliation.

(b) The timely review of complaint investigations.

(c) Remediation of any inappropriate conduct or condition and instituting measures to eliminate or minimize the likelihood of recurrence.

(d) The timely communication of the outcome to the complainant.

1004.7 WHISTLE-BLOWING

State law protects employees from certain discriminatory or adverse employment action in retaliation for the employee communicating or providing information related to an unlawful or improper act as provided in NMSA § 10-16C-3. State law also protects employees who object or refuse to participate in an activity, policy, or practice that constitutes an unlawful or improper act. Members who believe they have been the subject of retaliation for engaging in such protected behaviors should promptly report it to a supervisor. Supervisors should refer the complaint to the Chief of Police for investigation pursuant to the Personnel Complaints Policy.

1004.8 RECORDS RETENTION AND RELEASE

The Records Clerk shall ensure that documentation of investigations is maintained in accordance with the established records retention schedules.

1004.9 TRAINING

This policy should be reviewed with each new member.

All members should receive periodic refresher training on the requirements of this policy.

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Reporting of Arrests, Convictions, and Court Orders

1005.1 PURPOSE AND SCOPE

The purpose of this policy is to describe the notification requirements and procedures that members must follow when certain arrests, convictions, and court orders restrict their ability to perform the official duties and responsibilities of the Truth or Consequences Police Department. This policy will also describe the notification requirements and procedures that certain retired officers must follow when an arrest, conviction or court order disqualifies them from possessing a firearm.

1005.2 POLICY

The Truth or Consequences Police Department requires disclosure of member arrests, convictions, and certain court orders to maintain the high standards, ethics, and integrity in its workforce, and to ensure compatibility with the duties and responsibilities of the Department.

1005.3 DOMESTIC VIOLENCE CONVICTIONS AND COURT ORDERS

Federal and New Mexico law prohibit individuals convicted of certain offenses and individuals subject to certain court orders from lawfully possessing firearms. Such convictions and court orders often involve allegations of the use or attempted use of force, or threatened use of a weapon, on any individual in a domestic relationship (e.g., spouse, cohabitant, parent, child) (18 USC § 922; NMSA § 30-7-16; NMSA §40-13-5).

All members and retired officers with identification cards issued by the Department are responsible for ensuring that they have not been disqualified from possessing firearms by any such conviction or court order, and shall promptly report any such conviction or court order to a supervisor, as provided in this policy.

1005.4 OTHER CRIMINAL CONVICTIONS AND COURT ORDERS

Any person convicted of a felony and certain other crimes may not be certified as a peace officer or may have their certification as a peace officer in the State of New Mexico suspended or revoked, regardless of whether the guilt was established by way of a verdict, guilty, or nolo contendere plea (NMSA § 29-7-6; NMSA § 29-7-13).

Any peace officer convicted of a crime involving the unlawful use or threatened use of physical force or a crime involving the failure to intervene in the use of unlawful force, whether the guilt was established by way of a verdict, guilty, or nolo contendere plea, shall have their peace officer certification permanently revoked unless the exceptions to permanent revocation are satisfied (NMSA § 29-7-15).

Indictments or convictions for certain violations of law may restrict a person's ability to carry a concealed handgun (NMSA § 29-19-4; NMSA § 29-19-6).

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While legal restrictions may or may not be imposed by statute or by the courts upon conviction of any criminal offense, criminal conduct by members of this department may be inherently in conflict with law enforcement duties and the public trust, and shall be reported as provided in this policy.

1005.5 REPORTING

All members and all retired officers with identification cards issued by the Department shall immediately notify their supervisors (retired officers should immediately notify the Chief of Police) in writing of any past or current criminal detention, arrest, charge, or conviction in any state or foreign country, regardless of whether the matter was dropped or rejected, is currently pending or is on appeal, and regardless of the penalty or sentence, if any.

All members and all retired officers with identification cards issued by the Department shall immediately notify their supervisors (retired officers should immediately notify the Chief of Police) in writing if they become the subject of a domestic violence-related order or any court order that prevents the member or retired officer from possessing a firearm or requires suspension or revocation of applicable New Mexico Law Enforcement Academy (NMLEA) or New Mexico Law Enforcement Certification Board certification.

Any member whose criminal arrest, conviction, or court order restricts or prohibits that member from fully and properly performing their duties, including carrying a firearm, may be disciplined. This includes but is not limited to being placed on administrative leave, reassignment, and/or termination. Any effort to remove such disqualification or restriction shall remain entirely the responsibility of the member, on their own time and at their own expense.

Any employee failing to provide prompt written notice pursuant to this policy shall be subject to discipline, up to and including termination.

Retired officers may have their identification cards rescinded or modified, as may be appropriate (see the Retiree Concealed Firearms Policy).

1005.5.1 NOTIFICATION REQUIREMENTS

The Chief of Police or the authorized designee shall notify the director of the NMLEA of any act, arrest, or indictment of an officer employed by this department within the time and on the appropriate form as required by 10.29.1.11 NMAC.

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Drug- and Alcohol-Free Workplace

1006.1 PURPOSE AND SCOPE

The purpose of this policy is to establish clear and uniform guidelines regarding drugs and alcohol in the workplace (41 USC § 8103).

1006.2 POLICY

It is the policy of the Truth or Consequences Police Department to provide a drug- and alcohol-free workplace for all members.

1006.3 GENERAL GUIDELINES

Alcohol and drug use in the workplace or on department time can endanger the health and safety of department members and the public.

Members who have consumed an amount of an alcoholic beverage or taken any medication, or combination thereof, that would tend to adversely affect their mental or physical abilities shall not report for duty. Affected members shall notify the appropriate supervisor as soon as the member is aware that the member will not be able to report to work. If the member is unable to make the notification, every effort should be made to have a representative contact the supervisor in a timely manner. If the member is adversely affected while on-duty, the member shall be immediately removed and released from work (see the Work Restrictions section in this policy).

1006.3.1 USE OF MEDICATIONS

Members should not use any medications that will impair their ability to safely and completely perform their duties. Any member who is medically required or has a need to take any such medication shall report that need to the member's immediate supervisor prior to commencing any on-duty status.

1006.3.2 MEDICAL CANNABIS

Possession, use, or being under the influence of medical cannabis on-duty is prohibited and may lead to disciplinary action.

1006.4 MEMBER RESPONSIBILITIES

Members shall report for work in an appropriate mental and physical condition. Members are prohibited from purchasing, manufacturing, distributing, dispensing, possessing, or using controlled substances or alcohol on department premises or on department time (41 USC § 8103). The lawful possession or use of prescribed medications or over-the-counter remedies is excluded from this prohibition.

Members who are authorized to consume alcohol as part of a special assignment shall not do so to the extent of impairing on-duty performance.

Members shall notify a supervisor immediately if they observe behavior or other evidence that they believe demonstrates that a fellow on-duty member is impaired due to drug or alcohol use.

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Members are required to notify their immediate supervisors of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction (41 USC § 8103).

1006.5 EMPLOYEE ASSISTANCE PROGRAM

There may be available a voluntary employee assistance program to assist those who wish to seek help for alcohol and drug problems (41 USC § 8103). Insurance coverage that provides treatment for drug and alcohol abuse also may be available. Employees should contact the Department of Human Resources, their insurance providers, or the employee assistance program for additional information. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to performance problems.

1006.6 WORK RESTRICTIONS

If a member informs a supervisor that they have consumed any alcohol, drug, or medication that could interfere with a safe and efficient job performance, the member may be required to obtain clearance from their physician before continuing to work.

If the supervisor reasonably believes, based on objective facts, that a member is impaired by the consumption of alcohol or other drugs, the supervisor shall prevent the member from continuing work and shall ensure that they are safely transported away from the Department.

1006.7 SCREENING TESTS

A supervisor may require an employee to submit to a screening under any of the following circumstances:

(a) The supervisor reasonably believes, based upon objective facts, that the employee is under the influence of alcohol or drugs that are impairing their ability to perform duties safely and efficiently.

(b) The employee discharges a firearm in the performance of their duties (excluding training or authorized euthanizing of an animal).

(c) The employee discharges a firearm issued by the Department while off-duty, resulting in injury, death, or substantial property damage.

(d) The employee drives a motor vehicle in the performance of their duties and becomes involved in an incident that results in bodily injury, death, or substantial damage to property.

1006.7.1 SUPERVISOR RESPONSIBILITIES

The supervisor shall prepare a written record documenting the specific facts that led to the decision to require the test, and shall inform the employee in writing of the following:

(a) The test will be given to detect either alcohol or drugs, or both.

(b) The result of the test is not admissible in any criminal proceeding against the employee.

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(c) The employee may refuse the test, but refusal may result in dismissal or other disciplinary action.

1006.7.2 DISCIPLINE

An employee may be subject to disciplinary action if they:

(a) Fail or refuse to submit to a screening test.

(b) After taking a screening test that indicates the presence of a controlled substance, fail to provide proof, within 72 hours after being requested, that they took the controlled substance as directed, pursuant to a current and lawful prescription issued in their name.

1006.8 COMPLIANCE WITH THE DRUG-FREE WORKPLACE ACT

No later than 30 days following notice of any drug statute conviction for a violation occurring in the workplace involving a member, the Department will take appropriate disciplinary action, up to and including dismissal, and/or requiring the member to satisfactorily participate in a drug abuse assistance or rehabilitation program (41 USC § 8104).

1006.9 CONFIDENTIALITY

The Department recognizes the confidentiality and privacy due to its members. Disclosure of any information relating to substance abuse treatment, except on a need-to-know basis, shall only be with the express written consent of the member involved or pursuant to lawful process.

The written results of any screening tests and all documents generated by the employee assistance program are considered confidential medical records and shall be maintained in the member's confidential medical file in accordance with the Personnel Records Policy.

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Sick Leave

1007.1 PURPOSE AND SCOPE

This policy provides general guidance regarding the use and processing of sick leave. The accrual and terms of use of sick leave for eligible employees are detailed in the City personnel manual or applicable collective bargaining agreement.

This policy is not intended to cover all types of sick or other leaves. For example, employees may be entitled to additional paid or unpaid leave for certain family and medical reasons as provided for in the Family and Medical Leave Act (FMLA) (29 USC § 2601 et seq.) and the Caregiver Leave Act (NMSA § 50-16-1 et. seq.).

1007.2 POLICY

It is the policy of the Truth or Consequences Police Department to provide eligible employees with a sick-leave benefit.

1007.3 USE OF SICK LEAVE

Sick leave is intended to be used for qualified absences. Sick leave is not considered vacation. Abuse of sick leave may result in discipline, denial of sick-leave benefits, or both.

Employees on sick leave shall not engage in other employment or self-employment or participate in any sport, hobby, recreational activity, or other activity that may impede recovery from the injury or illness (see the Outside Employment and Outside Overtime Policy).

Qualified appointments should be scheduled during a member's non-working hours when it is reasonable to do so.

1007.3.1 NOTIFICATION

All members should notify the appropriate supervisor as soon as they are aware that they will not be able to report to work and no less than one hour before the start of their scheduled shifts. If, due to an emergency, a member is unable to contact the supervisor, every effort should be made to have a representative for the member contact the supervisor.

When the necessity to be absent from work is foreseeable, such as planned medical appointments or treatments, the member shall, whenever possible and practicable, provide the Department with no less than 30 days' notice of the impending absence.

Upon return to work, members are responsible for ensuring their time off was appropriately accounted for, and for completing and submitting the required documentation describing the type of time off used and the specific amount of time taken.

1007.4 EXTENDED ABSENCE

Members absent from duty for more than three consecutive days may be required to furnish a statement from a health care provider supporting the need to be absent and/or the ability to return to work. Members on an extended absence shall, if possible, contact their supervisor at specified intervals to provide an update on their absence and expected date of return.

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Nothing in this section precludes a supervisor from requiring, with cause, a health care provider's statement for an absence of three or fewer days.

1007.5 SUPERVISOR RESPONSIBILITIES

The responsibilities of supervisors include but are not limited to:

(a) Monitoring and regularly reviewing the attendance of those under their command to ensure that the use of sick leave and absences is consistent with this policy.

(b) Attempting to determine whether an absence of four or more days may qualify as family medical leave and consulting with legal counsel or the Department of Human Resources as appropriate.

(c) Addressing absences and sick leave use in the member's performance evaluation when excessive or unusual use has:

1. Negatively affected the member's performance or ability to complete assigned duties.
2. Negatively affected department operations.

(d) When appropriate, counseling members regarding excessive absences and/or inappropriate use of sick leave.

(e) Referring eligible members to an available employee assistance program when appropriate.

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Communicable Diseases

1008.1 PURPOSE AND SCOPE

This policy provides general guidelines to assist in minimizing the risk of department members contracting and/or spreading communicable diseases.

1008.1.1 DEFINITIONS

Communicable disease - A human disease caused by microorganisms that are present in and transmissible through human blood, bodily fluid, tissue, or by breathing or coughing. These diseases commonly include, but are not limited to, hepatitis B virus (HBV), HIV, and tuberculosis.

Exposure - When an eye, the mouth, a mucous membrane, or non-intact skin comes into contact with blood or other potentially infectious materials, or when these substances are injected or infused under the skin; when an individual is exposed to a person who has a disease that can be passed through the air by talking, sneezing, or coughing (e.g., tuberculosis), or the individual is in an area that was occupied by such a person. Exposure only includes those instances that occur due to a member's position at the Truth or Consequences Police Department. (See the exposure control plan for further details to assist in identifying whether an exposure has occurred).

1008.2 POLICY

The Truth or Consequences Police Department is committed to providing a safe work environment for its members. Members should be aware that they are ultimately responsible for their own health and safety.

1008.3 EXPOSURE CONTROL OFFICER

The Chief of Police will assign a person as the Exposure Control Officer (ECO). The ECO shall develop an exposure control plan that includes:

(a) Exposure prevention and decontamination procedures.

(b) Procedures for when and how to obtain medical attention in the event of an exposure or suspected exposure.

(c) The provision that department members will have no-cost access to the appropriate personal protective equipment (PPE) (e.g., gloves, face masks, eye protection, pocket masks) that is appropriate for each member's position and risk of exposure.

(d) Evaluation of persons in custody for any exposure risk and measures to separate them.

(e) Compliance with all relevant laws or regulations related to communicable diseases, including:

1. The Occupational Health and Safety Act (NMSA § 50-9-7; 11.5.2.9 NMAC).
2. Responding to requests and notifications regarding exposures covered under the Ryan White law (42 USC § 300ff-133; 42 USC § 300ff-136).

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The ECO should also act as the liaison with the Occupational Health and Safety Bureau (NM OSHA) and may request voluntary compliance inspections. The ECO should periodically review and update the exposure control plan and review implementation of the plan.

1008.4 EXPOSURE PREVENTION AND MITIGATION

1008.4.1 GENERAL PRECAUTIONS

All members are expected to use good judgment and follow training and procedures related to mitigating the risks associated with communicable disease. This includes but is not limited to (29 CFR 1910.1030; 11.5.2.9 NMAC):

(a) Stocking disposable gloves, antiseptic hand cleanser, CPR masks, or other specialized equipment in the work area or department vehicles, as applicable.

(b) Wearing department-approved disposable gloves when contact with blood, other potentially infectious materials, mucous membranes, and non-intact skin can be reasonably anticipated.

(c) Washing hands immediately or as soon as feasible after removal of gloves or other PPE.

(d) Treating all human blood and bodily fluids/tissue as if it is known to be infectious for a communicable disease.

(e) Using an appropriate barrier device when providing CPR.

(f) Using a face mask or shield if it is reasonable to anticipate an exposure to an airborne transmissible disease.

(g) Decontaminating non-disposable equipment (e.g., flashlight, control devices, clothing, portable radio) as soon as possible if the equipment is a potential source of exposure.

1. Clothing that has been contaminated by blood or other potentially infectious materials shall be removed immediately or as soon as feasible and stored/ decontaminated appropriately.

(h) Handling all sharps and items that cut or puncture (e.g., needles, broken glass, razors, knives) cautiously and using puncture-resistant containers for their storage and/or transportation.

(i) Avoiding eating, drinking, smoking, applying cosmetics or lip balm, or handling contact lenses where there is a reasonable likelihood of exposure.

(j) Disposing of biohazardous waste appropriately or labeling biohazardous material properly when it is stored.

1008.4.2 IMMUNIZATIONS

Members who could be exposed to HBV due to their positions may receive the HBV vaccine and any routine booster at no cost.

1008.5 POST EXPOSURE

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1008.5.1 INITIAL POST-EXPOSURE STEPS

Members who experience an exposure or suspected exposure shall (29 CFR 1910.1030; 11.5.2.9 NMAC):

(a) Begin decontamination procedures immediately (e.g., wash hands and any other skin with soap and water, flush mucous membranes with water).

(b) Obtain medical attention as appropriate.

(c) Notify a supervisor as soon as practical.

1008.5.2 REPORTING REQUIREMENTS

The supervisor on-duty shall investigate every exposure or suspected exposure that occurs as soon as possible following the incident. The supervisor shall ensure the following information is documented (29 CFR 1910.1030; 11.5.2.9 NMAC):

(a) Name of the employee exposed

(b) Date and time of incident

(c) Location of incident

(d) Potentially infectious materials involved and the source of exposure (e.g., identification of the person who may have been the source)

(e) Work being done during exposure

(f) How the incident occurred or was caused

(g) PPE in use at the time of the incident

(h) Actions taken post-event (e.g., clean-up, notifications)

The supervisor shall advise the member that disclosing the identity and/or infectious status of a source to the public or to anyone who is not involved in the follow-up process is prohibited. The supervisor should complete the incident documentation in conjunction with other reporting requirements that may apply (see the Work-Related Injury and Occupational Disease Reporting and Illness and Injury Prevention policies).

1008.5.3 MEDICAL CONSULTATION, EVALUATION, AND TREATMENT

Department members shall have the opportunity to have a confidential medical evaluation immediately after an exposure and follow-up evaluations as necessary.

The ECO should request a written opinion/evaluation from the treating medical professional that contains only the following information (29 CFR 1910.1030; 11.5.2.9 NMAC):

(a) Whether the member has been informed of the results of the evaluation.

(b) Whether the member has been notified of any medical conditions resulting from exposure to blood or other potentially infectious materials which require further evaluation or treatment.

No other information should be requested or accepted by the ECO.

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1008.5.4 COUNSELING
The Department shall provide the member, and their family if necessary, the opportunity for counseling and consultation regarding the exposure.

1008.5.5 SOURCE TESTING
Testing a person for communicable diseases when that person was the source of an exposure should be done when it is desired by the exposed member or when it is otherwise appropriate. Source testing is the responsibility of the ECO. If the ECO is unavailable to seek timely testing of the source, it is the responsibility of the exposed member's supervisor to ensure testing is sought.

Source testing may be achieved by:

(a) Obtaining consent from the individual.

(b) For HIV exposure, seeking testing through the procedures outlined in NMSA § 24-2B-5.3.

Since there is the potential for overlap between the different manners in which source testing may occur, the ECO is responsible for coordinating the testing to prevent unnecessary or duplicate testing.

The ECO should seek the consent of the individual for testing and consult the City Attorney to discuss other options when no statute exists for compelling the source of an exposure to undergo testing if the individual refuses.

1008.6 CONFIDENTIALITY OF REPORTS
Medical information shall remain in confidential files and shall not be disclosed to anyone without the member's written consent (except as required by law). Test results from persons who may have been the source of an exposure are to be kept confidential as well.

1008.7 TRAINING
All members shall participate in training regarding communicable diseases commensurate with the requirements of their position. The training (29 CFR 1910.1030; 11.5.2.9 NMAC):

(a) Should be provided at the time of initial assignment to tasks where an occupational exposure may take place and at least annually after the initial training.

(b) Should be provided whenever the member is assigned new tasks or procedures affecting their potential exposure to communicable disease.

(c) Should provide guidance on what constitutes an exposure, what steps can be taken to avoid an exposure, and what steps should be taken if a suspected exposure occurs.

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Smoking and Tobacco Use

1009.1 PURPOSE AND SCOPE

This policy establishes limitations on smoking and the use of tobacco products by members and others while on-duty or while in Truth or Consequences Police Department facilities or vehicles (NMSA § 24-16-14).

For the purpose of this policy, smoking and tobacco use includes but is not limited to any tobacco product, such as cigarettes, cigars, pipe tobacco, snuff, tobacco pouches, and chewing tobacco, as well as any device that is intended to simulate smoking, such as an electronic cigarette or personal vaporizer.

1009.2 POLICY

The Truth or Consequences Police Department recognizes that tobacco use is a health risk and can be offensive to others. All forms of tobacco use also present an unprofessional image for the Department and its members. Therefore all forms of tobacco use are prohibited by members and visitors in all department facilities, buildings, and vehicles, and as is further outlined in this policy.

1009.3 SMOKING AND TOBACCO USE

Smoking and tobacco use by members are prohibited any time members are in public view representing the Truth or Consequences Police Department.

It shall be the responsibility of each member to ensure that no person under their supervision smokes or uses any tobacco product inside City facilities and vehicles.

1009.4 ADDITIONAL PROHIBITIONS

Members shall not smoke tobacco products within a reasonable distance of any entrance, exit, operable window, or ventilation system of any City facility where persons entering or leaving may be subject to breathing secondhand smoke as provided by NMSA § 24-16-13.

1009.4.1 REQUIRED SIGNAGE

The Chief of Police or the authorized designee shall ensure proper signage prohibiting smoking is conspicuously posted at each entrance to the department facilities (NMSA § 24-16-15).

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Personnel Complaints

1010.1 PURPOSE AND SCOPE

This policy provides guidelines for the reporting, investigation, and disposition of complaints regarding the conduct of members of the Truth or Consequences Police Department. This policy shall not apply to any questioning, counseling, instruction, informal verbal admonishment, or other routine or unplanned contact of a member in the normal course of duty by a supervisor or any other member, nor shall this policy apply to a criminal investigation.

1010.2 POLICY

The Truth or Consequences Police Department takes seriously all complaints regarding the service provided by the Department and the conduct of its members.

The Department will accept and address all complaints of misconduct in accordance with this policy and applicable federal, state, and local law and municipal and county rules and the requirements of any collective bargaining agreements.

It is also the policy of this department to ensure that the community can report misconduct without concern for reprisal or retaliation.

1010.3 PERSONNEL COMPLAINTS

Personnel complaints include any allegation of misconduct or improper job performance that, if true, would constitute a violation of department policy or federal, state, or local law, policy, or rule. Personnel complaints may be generated internally or by the public.

Inquiries about conduct or performance that, if true, would not violate department policy or federal, state, or local law, policy, or rule may be handled informally by a supervisor and shall not be considered a personnel complaint. Such inquiries generally include clarification regarding policy, procedures, or the response to specific incidents by the Department.

1010.3.1 COMPLAINT CLASSIFICATIONS

Personnel complaints shall be classified in one of the following categories:

Informal - A matter in which the Chief of Police is satisfied that appropriate action has been taken by a supervisor of rank greater than the accused member.

Formal - A matter in which a supervisor determines that further action is warranted. Such complaints may be investigated by a supervisor of rank greater than the accused member or referred to the Chief of Police, depending on the seriousness and complexity of the investigation.

Incomplete - A matter in which the complaining party either refuses to cooperate or becomes unavailable after diligent follow-up investigation. At the discretion of the assigned supervisor or the Chief of Police, such matters may be further investigated depending on the seriousness of the complaint and the availability of sufficient information.

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1010.3.2 SOURCES OF COMPLAINTS

The following applies to the source of complaints:

(a) Individuals from the public may make complaints in any form, including in writing, by email, in person, or by telephone.

(b) Any department member becoming aware of alleged misconduct shall immediately notify a supervisor.

(c) Supervisors shall initiate a complaint based upon observed misconduct or receipt from any source alleging misconduct that, if true, could result in disciplinary action.

(d) Anonymous and third-party complaints should be accepted and investigated to the extent that sufficient information is provided.

(e) Tort claims and lawsuits may generate a personnel complaint.

1010.4 AVAILABILITY AND ACCEPTANCE OF COMPLAINTS

1010.4.1 COMPLAINT FORMS

Personnel complaint forms will be maintained in a clearly visible location in the public area of the police facility and be accessible through the department website. Forms may also be available at other City facilities.

Personnel complaint forms in languages other than English may also be provided, as determined necessary or practicable.

1010.4.2 ACCEPTANCE

All complaints will be courteously accepted by any department member and promptly given to the appropriate supervisor. Although written complaints are preferred, a complaint may also be filed orally, either in person or by telephone. Such complaints will be directed to a supervisor. If a supervisor is not immediately available to take an oral complaint, the receiving member shall obtain contact information sufficient for the supervisor to contact the complainant. The supervisor, upon contact with the complainant, shall complete and submit a complaint form as appropriate.

Although not required, complainants should be encouraged to file complaints in person so that proper identification, signatures, photographs, or physical evidence may be obtained as necessary.

1010.4.3 PROFILING COMPLAINTS AGAINST OFFICERS

Complaints shall be accepted and investigated in accordance with this policy where it is alleged that an officer has violated the Prohibition of Profiling Practices Act (NMSA § 29-21-3).

The Chief of Police or the authorized designee shall establish a time frame to accept profiling complaints as provided in NMSA § 29-21-3. Complaints may be accepted (NMSA § 29-21-3):

(a) In person or in writing sent by mail, facsimile, or electronic mail and signed by the complainant.

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(b) By telephone, anonymously or by a third party, provided that the Department determines the complaint to be valid before initiating an investigation and in compliance with the Peace Officer's Employer-Employee Relations Act.

1010.5 DOCUMENTATION

Supervisors shall ensure that all formal and informal complaints are documented on a complaint form. The supervisor shall ensure that the nature of the complaint is defined as clearly as possible.

All complaints and inquiries should also be documented in a log that records and tracks complaints. The log shall include the nature of the complaint and the actions taken to address the complaint. On an annual basis, the Department should audit the log and send an audit report to the Chief of Police or the authorized designee.

1010.6 ADMINISTRATIVE INVESTIGATIONS

Allegations of misconduct will be administratively investigated as follows.

1010.6.1 SUPERVISOR RESPONSIBILITIES

In general, the primary responsibility for the investigation of a personnel complaint shall rest with the member's immediate supervisor, unless the supervisor is the complainant, or the supervisor is the ultimate decision-maker regarding disciplinary action or has any personal involvement regarding the alleged misconduct. The Chief of Police or the authorized designee may direct that another supervisor investigate any complaint.

A supervisor who becomes aware of alleged misconduct shall take reasonable steps to prevent aggravation of the situation.

The responsibilities of supervisors include but are not limited to:

(a) Ensuring that upon receiving or initiating any formal complaint, a complaint form is completed.

1. The original complaint form will be directed to the Chief of Police, who will take appropriate action and/or determine who will have responsibility for the investigation.
2. In circumstances where the integrity of the investigation could be jeopardized by reducing the complaint to writing or where the confidentiality of a complainant is at issue, a supervisor shall orally report the matter to the Chief of Police, who will initiate appropriate action.

(b) Responding to all complaints in a courteous and professional manner.

(c) Resolving those personnel complaints that can be resolved immediately.

1. Follow-up contact with the complainant should be made within 24 hours of the Department receiving the complaint.
2. If the matter is resolved and no further action is required, the supervisor will note the resolution on a complaint form and forward the form to the Chief of Police.

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(d) Ensuring that upon receipt of a complaint involving allegations of a potentially serious nature, the Chief of Police is notified as soon as practicable.

(e) Promptly contacting the Department of Human Resources and the Chief of Police for direction regarding the supervisor's role in addressing a complaint that relates to sexual, racial, ethnic, or other forms of prohibited harassment or discrimination.

(f) Forwarding unresolved personnel complaints to the Chief of Police, who will determine whether to contact the complainant or assign the complaint for investigation.

(g) Informing the complainant of the investigator's name and the complaint number within three days after assignment.

(h) Investigating a complaint as follows:

1. Making reasonable efforts to obtain names, addresses, and telephone numbers of witnesses.

2. When appropriate, ensuring immediate medical attention is provided and photographs of alleged injuries and accessible uninjured areas are taken.

(i) Ensuring that the procedural rights of the accused member are followed.

(j) Ensuring interviews of the complainant are generally conducted during reasonable hours.

1010.6.2 ADMINISTRATIVE INVESTIGATION PROCEDURES

Whether conducted by a supervisor or the Chief of Police, the following applies to members covered by the Peace Officer's Employer-Employee Relations Act (NMSA § 29-14-4):

(a) Interviews of an accused member shall be conducted during reasonable hours and preferably when the member is on-duty unless the urgency of the investigations requires otherwise. If the member is off-duty, they shall be compensated.

(b) Interviews of an accused member shall be at the Truth or Consequences Police Department unless the urgency of the investigation requires otherwise.

(c) Prior to any interview:

1. A member shall be informed of the name and rank of the person in charge of the interview and all other persons who will be present during the interview.

2. A member shall be informed of the nature of the investigation, and the names of all known complainants shall be disclosed to the member unless the Chief of Police determines that the identification of the complainant shall not be disclosed because it is necessary for the protection of an informant or because disclosure would jeopardize or compromise the integrity or security of the investigation.

3. A reasonable attempt shall be made to notify the member's commanding officer of the pending interview.

(d) During the interview, the following requirements shall be adhered to:

1. Each interview session shall not exceed two hours unless the parties mutually consent to continuation of the session.

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2. There shall not be more than two interview sessions within a 24-hour period, unless the parties mutually consent to additional sessions, provided that there shall be at least a one-hour rest period between the sessions.
3. The combined duration of a member's work shift and any interview session shall not exceed 14 hours within a 24-hour period, unless the urgency of the investigation requires otherwise.
4. There shall not be more than two interviewers at any given time.
5. The member shall be allowed to attend to physical necessities as requested.
6. The member shall not be subjected to offensive or threatening language or illegal coercion, nor shall any promises, rewards, or other inducements be used to obtain answers.

(e) Any member refusing to answer questions directly related to the investigation may be ordered to answer questions administratively and may be subject to discipline for failing to do so.

1. A member should be given an order to answer questions in an administrative investigation that might incriminate the member in a criminal matter only after the member has been given a *Garrity* advisement. Administrative investigators should consider the impact that compelling a statement from the member may have on any related criminal investigation and should take reasonable steps to avoid creating any foreseeable conflicts between the two related investigations. This may include conferring with the person in charge of the criminal investigation (e.g., discussion of processes, timing, implications).
2. No information or evidence administratively coerced from a member may be provided to anyone involved in conducting the criminal investigation or to any prosecutor.

(f) The interviewer shall record all interviews of members and witnesses, and the complete interview shall be published as a transcript. The member may also record the interview. Upon written request, an accurate copy of the transcript or tape shall be provided to the member no later than 15 working days after the investigation has been completed.

(g) All members subjected to interviews that could result in discipline have the right to have an uninvolved representative present during the interview. However, to maintain the integrity of each individual's statement, involved members shall not consult or meet with a representative or attorney collectively or in groups prior to being interviewed.

(h) All members shall provide complete and truthful responses to questions posed during interviews.

(i) No member may be compelled to submit to a polygraph examination, nor shall any refusal to submit to such examination be mentioned in any investigation (NMSA § 29-14-5).

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1010.6.3 FINANCIAL RECORDS

Members shall not be required by the Department to disclose information regarding their financial status unless all other reasonable investigative means have been exhausted or except as required by law (NMSA § 29-14-9).

1010.6.4 ADMINISTRATIVE INVESTIGATION FORMAT

Formal investigations of personnel complaints shall be thorough, complete, and essentially follow this format:

Introduction - Include the identity of the members, the identity of the assigned investigators, the initial date, and source of the complaint.

Synopsis - Provide a brief summary of the facts giving rise to the investigation.

Summary - List the allegations separately, including applicable policy sections, with a brief summary of the evidence relevant to each allegation. A separate recommended finding should be provided for each allegation.

Evidence - Each allegation should be set forth with the details of the evidence applicable to each allegation provided, including comprehensive summaries of member and witness statements. Other evidence related to each allegation should also be detailed in this section.

Conclusion - A recommendation regarding further action or disposition should be provided.

Exhibits - A separate list of exhibits (e.g., recordings, photos, documents) should be attached to the report.

1010.6.5 DISPOSITIONS

Each personnel complaint shall be classified with one of the following dispositions:

Unfounded - When the investigation discloses that the alleged acts did not occur or did not involve department members. Complaints that are determined to be frivolous will fall within the classification of unfounded.

Exonerated - When the investigation discloses that the alleged act occurred but that the act was justified, lawful and/or proper.

Not sustained - When the investigation discloses that there is insufficient evidence to sustain the complaint or fully exonerate the member.

Sustained - When the investigation discloses sufficient evidence to establish that the act occurred and that it constituted misconduct.

If an investigation discloses misconduct or improper job performance that was not alleged in the original complaint, the investigator shall take appropriate action with regard to any additional allegations.

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1010.6.6 COMPLETION OF INVESTIGATIONS
Every investigator or supervisor assigned to investigate a personnel complaint or other alleged misconduct shall proceed with due diligence in an effort to complete the investigation within one year from the date of discovery by an individual authorized to initiate an investigation.

1010.6.7 OFFICER PARTICIPATION
An officer under investigation shall be permitted to produce any relevant documents, witnesses, or other evidence to support their case and be allowed to cross-examine any adverse witnesses during any grievance process or appeal involving disciplinary action (NMSA § 29-14-6).

1010.6.8 NOTICE TO COMPLAINANT OF INVESTIGATION STATUS
The member conducting the investigation should provide the complainant with periodic updates on the status of the investigation, as appropriate.

1010.7 ADMINISTRATIVE SEARCHES
Assigned lockers, storage spaces, and other areas, including desks, offices, and vehicles, may be searched as part of an administrative investigation upon a reasonable suspicion of misconduct.

Such areas may also be searched any time by a supervisor for non-investigative purposes, such as obtaining a needed report, radio, or other document or equipment.

1010.8 ADMINISTRATIVE LEAVE
When a complaint of misconduct is of a serious nature, or when circumstances indicate that allowing the accused to continue to work would adversely affect the mission of the Department, the Chief of Police or the authorized designee may temporarily assign an accused employee to administrative leave. Any employee placed on administrative leave:

(a) May be required to relinquish any department badge, identification, assigned weapons, and any other department equipment.

(b) Shall be required to continue to comply with all policies and lawful orders of a supervisor.

(c) May be temporarily reassigned to a different shift, generally a normal business-hours shift, during the investigation. The employee may be required to remain available for contact at all times during such shift, and will report as ordered.

1010.9 CRIMINAL INVESTIGATION
Where a member is accused of potential criminal conduct, a separate supervisor or investigator shall be assigned to investigate the criminal allegations apart from any administrative investigation. Any separate administrative investigation may parallel a criminal investigation.

The Chief of Police shall be notified as soon as practicable when a member is accused of criminal conduct. The Chief of Police may request a criminal investigation by an outside law enforcement agency.

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A member accused of criminal conduct shall be provided with all rights afforded to a civilian. The member should not be administratively ordered to provide any information in the criminal investigation.

The Truth or Consequences Police Department may release information concerning the arrest or detention of any member, including an officer, that has not led to a conviction. No disciplinary action should be taken until an independent administrative investigation is conducted.

1010.9.1 NOTICE OF CONSTITUTIONAL RIGHTS

When an officer is under an administrative investigation and determination is made to commence a criminal investigation, the officer shall be immediately notified of the investigation and shall be afforded all the protections set forth in the Bill of Rights of the United States and New Mexico constitutions (NMSA § 29-14-8).

1010.10 POST-ADMINISTRATIVE INVESTIGATION PROCEDURES

Upon completion of a formal investigation, an investigation report should be forwarded to the Chief of Police through the chain of command. Each level of command should review the report and include their comments in writing before forwarding the report. The Chief of Police may accept or modify any classification or recommendation for disciplinary action.

1010.10.1 SUPERVISOR RESPONSIBILITIES

The supervisor may make recommendations regarding the disposition of any allegations and the amount of discipline, if any, to be imposed.

When forwarding any written recommendation to the Chief of Police, the supervisor shall include all relevant materials supporting the recommendation. Actual copies of a member's existing personnel file need not be provided and may be incorporated by reference.

1010.10.2 CHIEF OF POLICE RESPONSIBILITIES

Upon receipt of any written recommendation for disciplinary action, the Chief of Police shall review the recommendation and all accompanying materials. The Chief of Police may modify any recommendation and/or may return the file to the supervisor for further investigation or action.

Once the Chief of Police is satisfied that no further investigation or action is required by staff, the Chief of Police shall determine the amount of discipline, if any, that should be imposed. In the event disciplinary action is proposed, the Chief of Police shall provide the member with a written notice and the following:

(a) Access to all of the materials considered by the Chief of Police in recommending the proposed discipline.

(b) An opportunity to respond orally or in writing to the Chief of Police within five days of receiving the notice.

    1. Upon a showing of good cause by the member, the Chief of Police may grant a reasonable extension of time for the member to respond.

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2. If the member elects to respond orally, the presentation shall be recorded by the Department. Upon request, the member shall be provided with a copy of the recording.

Once the member has completed their response, or if the member has elected to waive any such response, the Chief of Police shall consider all information received in regard to the recommended discipline. The Chief of Police shall render a timely written decision to the member and specify the grounds and reasons for discipline and the effective date of the discipline. Once the Chief of Police has issued a written decision, the discipline shall become effective.

1010.10.3 NOTICE OF FINAL DISPOSITION TO THE COMPLAINANT
The Chief of Police or the authorized designee should ensure that the complainant is notified of the disposition (i.e., sustained, not sustained, exonerated, unfounded) of the complaint.

1010.11 PRE-DISCIPLINE EMPLOYEE RESPONSE

The pre-discipline process is intended to provide the accused employee with an opportunity to present a written or oral response to the Chief of Police after having had an opportunity to review the supporting materials and prior to imposition of any recommended discipline. The employee shall consider the following:

(a) The response is not intended to be an adversarial or formal hearing.

(b) Although the employee may be represented by an uninvolved representative or legal counsel, the response is not designed to accommodate the presentation of testimony or witnesses.

(c) The employee may suggest that further investigation could be conducted, or the employee may offer any additional information or mitigating factors for the Chief of Police to consider.

(d) In the event that the Chief of Police elects to conduct further investigation, the employee shall be provided with the results prior to the imposition of any discipline.

(e) The employee may thereafter have the opportunity to further respond orally or in writing to the Chief of Police on the limited issues of information raised in any subsequent materials.

1010.12 RESIGNATIONS/RETIREMENTS PRIOR TO DISCIPLINE

In the event that a member tenders a written resignation or notice of retirement prior to the imposition of discipline, it shall be noted in the file. The tender of a resignation or retirement by itself shall not serve as grounds for the termination of any pending investigation or discipline.

1010.13 POST-DISCIPLINE APPEAL RIGHTS

Non-probationary employees have the right to appeal a suspension without pay, punitive transfer, demotion, reduction in pay or step, or termination from employment. The employee has the right to appeal using the procedures established by any collective bargaining agreement and/or personnel rules.

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1010.14 PROBATIONARY EMPLOYEES AND OTHER MEMBERS

At-will and probationary employees and members other than non-probationary employees may be disciplined and/or released from employment without adherence to any of the procedures set out in this policy, and without notice or cause at any time. These individuals are not entitled to any rights under this policy. However, any of these individuals released for misconduct should be afforded an opportunity solely to clear their names through a liberty interest hearing, which shall be limited to a single appearance before the Chief of Police or the authorized designee.

In cases where an individual has been absent for more than a week or when additional time to review the individual is considered to be appropriate, the probationary period may be extended at the discretion of the Chief of Police.

1010.15 RETENTION OF PERSONNEL INVESTIGATION FILES

All personnel complaints shall be maintained in accordance with the established records retention schedule and as described in the Personnel Records Policy.

1010.16 REQUIRED REPORTING TO NEW MEXICO ATTORNEY GENERAL

The Chief of Police or the authorized designee should ensure a redacted copy of a complaint involving profiling and the disposition is submitted to the New Mexico Attorney General (NMSA § 29-21-3).

1010.17 REQUIRED NOTIFICATION TO NEW MEXICO LAW ENFORCEMENT ACADEMY

When an officer or dispatcher has committed or reasonably appears to have committed misconduct (as defined by 10.29.1.11 NMAC), the Chief of Police or the authorized designee shall notify the director of the New Mexico Law Enforcement Academy on the authorized form within 90 days after the Department initiates an internal affairs review or is otherwise made aware of the alleged misconduct (10.29.1.11 NMAC).

Resignation or termination from employment does not relieve the Department from its duty to report the misconduct (10.29.1.11 NMAC)

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Safety Belts

1011.1 PURPOSE AND SCOPE

This policy establishes guidelines for the use of safety belts and child restraints. This policy will apply to all members operating or riding in department vehicles.

Guidance for transporting persons in custody may be found in the Transporting Persons in Custody and Handcuffing and Restraints policies.

1011.1.1 DEFINITIONS

Definitions related to this policy include:

Child restraint system - An infant or child passenger restraint system that meets Federal Motor Vehicle Safety Standards (FMVSS) and regulations set forth in 49 CFR 571.213.

1011.2 POLICY

It is the policy of the Truth or Consequences Police Department that members use safety and child restraint systems to reduce the possibility of death or injury in a motor vehicle accident.

1011.3 WEARING OF SAFETY RESTRAINTS

All members shall wear properly adjusted safety restraints when operating or riding in a seat equipped with restraints in any vehicle owned, leased, or rented by this department while on- or off-duty, or in any privately owned vehicle while on-duty. The member driving such a vehicle shall ensure that all other occupants, including those who are not members of the Department, are properly restrained.

Exceptions to the requirement to wear safety restraints may be made only in exceptional situations where, due to unusual circumstances, wearing a safety belt would endanger the department member or the public. Members must be prepared to justify any deviation from this requirement.

1011.4 TRANSPORTING CHILDREN

Child passengers shall be transported using an approved child restraint system in compliance with NMSA § 66-7-369.

Rear seat passengers in a cage-equipped vehicle may have reduced clearance, which requires careful seating and positioning of safety belts. Due to this reduced clearance, and if permitted by law, children and any child restraint system may be secured in the front seat of such vehicles provided this positioning meets federal safety standards and the vehicle and child restraint system manufacturer's design and use recommendations. In the event that a child is transported in the front seat of a vehicle, the seat should be pushed back as far as possible and the passenger-side air bag should be deactivated. If this is not possible, members should arrange alternate transportation when feasible.

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1011.5 INOPERABLE SAFETY BELTS

Department vehicles shall not be operated when the safety belt in the driver's position is inoperable. Persons shall not be transported in a seat in which the safety belt is inoperable.

Department vehicle safety belts shall not be modified, removed, deactivated, or altered in any way, except by the vehicle maintenance and repair staff, who shall do so only with the express authorization of the Chief of Police.

Members who discover an inoperable restraint system shall report the defect to the appropriate supervisor. Prompt action will be taken to replace or repair the system.

1011.6 VEHICLES MANUFACTURED WITHOUT SAFETY BELTS

Vehicles manufactured and certified for use without safety belts or other restraint systems are subject to the manufacturer's operator requirements for safe use.

1011.7 VEHICLE AIRBAGS

In all vehicles equipped with airbag restraint systems, the system will not be tampered with or deactivated, except when transporting children as written elsewhere in this policy. All equipment installed in vehicles equipped with airbags will be installed as per the vehicle manufacturer specifications to avoid the danger of interfering with the effective deployment of the airbag device.

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Body Armor

1012.1 PURPOSE AND SCOPE

The purpose of this policy is to provide officers with guidelines for the proper use of body armor.

1012.2 POLICY

It is the policy of the Truth or Consequences Police Department to maximize officer safety through the use of body armor in combination with prescribed safety procedures. While body armor provides a significant level of protection, it is not a substitute for the observance of officer safety procedures.

1012.3 ISSUANCE

The Chief of Police or the authorized designee shall ensure that body armor is issued to all officers and that, when issued, the body armor meets or exceeds the standards of the National Institute of Justice.

Body armor shall be issued when an officer begins service at the Truth or Consequences Police Department and shall be replaced when the body armor becomes worn or damaged to the point that its effectiveness or functionality has been compromised.

The Chief of Police may authorize issuance of body armor to uniformed, non-sworn members whose jobs may make wearing of body armor advisable.

1012.3.1 USE

Generally, the required use of body armor is subject to the following:

(a) Members shall only wear department-approved body armor.

(b) Members shall wear body armor any time they are in a situation where they could reasonably be expected to take enforcement action.

(c) Members shall wear body armor when working in uniform or taking part in department range training.

(d) Members are not required to wear body armor when they are functioning primarily in an administrative or support capacity and would not reasonably be expected to take enforcement action.

(e) Officers may be excused from wearing body armor when they are involved in undercover or plainclothes work that their supervisor determines could be compromised by wearing body armor, or when a supervisor determines that other circumstances make it inappropriate to mandate wearing body armor.

1. In those instances when body armor is not worn, officers should have reasonable access to their body armor.

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1012.3.2 INSPECTION
Supervisors should ensure through routine observation and periodic documented inspections that body armor is worn and maintained in accordance with this policy.

Annual inspections of body armor should be conducted by a person trained to perform the inspection for fit, cleanliness, and signs of damage, abuse, and wear.

1012.3.3 CARE AND MAINTENANCE
The required care and maintenance of body armor is subject to the following:

(a) Members are responsible for inspecting their body armor for signs of damage, wear, and cleanliness at the start of each shift.
    1. Unserviceable body armor shall be reported to the supervisor.

(b) Members are responsible for the proper storage of their body armor.
    1. Body armor should not be stored for an extended period of time in an area where environmental conditions (e.g., temperature, light, humidity) could potentially degrade its effectiveness.

(c) Members are responsible for the care and cleaning of their body armor pursuant to the manufacturer's care instructions.
    1. Body armor should not be exposed to any cleaning agents or methods not specifically recommended by the manufacturer.
    2. Failure to follow manufacturer's care instructions may damage the ballistic performance capabilities of the body armor. If care instructions for the body armor cannot be located, the manufacturer should be contacted to request the instructions.

(d) Body armor should be replaced in accordance with the manufacturer's recommended replacement schedule, or when its effectiveness or functionality has been compromised.

1012.4 FIREARMS INSTRUCTOR RESPONSIBILITIES
The responsibilities of the Firearms Instructor include but are not limited to:

(a) Monitoring technological advances in the body armor industry for any appropriate changes to department-approved body armor.

(b) Assessing the level of weapons and ammunition currently utilized by the public and the suitability of approved body armor to protect against those threats.

(c) Educating officers about the safety benefits of wearing body armor.

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Personnel Records

1013.1 PURPOSE AND SCOPE

This policy governs maintenance and access to personnel records. Personnel records include any file maintained under an individual member's name.

1013.2 POLICY

It is the policy of this department to maintain Internal Affairs records, medical records, and training records and preserve the confidentiality of those records pursuant to the Constitution and the laws of New Mexico. Personnel Records will be maintained through the City's Human Resource Office; those records include but are not limited to: applications, PAFs, Workman's Comp, safety files and disciplinary actions taken by department head.

1013.3 DEPARTMENT FILE

The department file shall be maintained as a record of a person's employment/appointment with this department. The department file should contain, at a minimum:

(a) Personal data, including photographs, marital status, names of family members, educational and employment history, or similar information. A photograph of the member should be permanently retained.

(b) Election of employee benefits (HR).

(c) Personnel action reports reflecting assignments, promotions, and other changes in employment/appointment status. These should be permanently retained (HR).

(d) Original performance evaluations. These should be permanently maintained (HR).

(e) Discipline records, including copies of sustained personnel complaints (HR).

(f) Adverse comments such as supervisor notes or memos may be retained in the department file after the member has had the opportunity to read and initial the comment (NMSA § 29-14-7).

1. Once a member has had an opportunity to read and initial any adverse comment, the member shall be given the opportunity to respond in writing to the adverse comment within 30 days.
2. Any member response shall be attached to and retained with the original adverse comment.
3. If a member refuses to initial or sign an adverse comment, the Chief of Police and at least one supervisor should note the date and time of such refusal on the original comment. Such a refusal, however, shall not be deemed insubordination, nor shall it prohibit the entry of the adverse comment into the member's file.

(g) Commendations and awards.

(h) Any other information the disclosure of which would constitute an unwarranted invasion of personal privacy.

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1013.4 SUPERVISOR FILE

Supervisor files may be separately maintained internally by a member's supervisor for the purpose of completing timely performance evaluations. The supervisor file may contain supervisor comments, notes, notices to correct, and other materials that are intended to serve as a foundation for the completion of timely performance evaluations.

1013.5 TRAINING FILE

An individual training file shall be maintained by the Training Manager for each member. Training files will contain records of all training; original or photocopies of available certificates, transcripts, diplomas, and other documentation; and education and firearms qualifications. Training records may also be created and stored remotely, either manually or automatically (e.g., Daily Training Bulletin (DTB) records).

(a) The involved member is responsible for providing the Training Manager or immediate supervisor with evidence of completed training/education in a timely manner.

(b) The Training Manager or supervisor shall ensure that copies of such training records are placed in the member's training file.

1013.6 INTERNAL AFFAIRS FILE

Internal affairs files shall be maintained under the exclusive control of the office of the Chief of Police. Access to these files may only be approved by the Chief of Police or the authorized designee.

These files shall contain the complete investigation of all formal complaints of member misconduct, regardless of disposition. Investigations of complaints that result in the following findings shall not be placed in the member's department file but will be maintained in the internal affairs file:

(a) Not sustained

(b) Unfounded

(c) Exonerated

1013.7 MEDICAL FILE

A medical file shall be maintained separately from all other personnel records and shall contain all documents relating to the member's medical condition and history, including but not limited to:

(a) Materials relating to a medical leave of absence, including leave under the Family and Medical Leave Act (FMLA) will be maintained in the City's Human Resource Department.

(b) Documents relating to workers' compensation claims or the receipt of short- or long-term disability benefits will be maintained in the City's Human Resource Department.

(c) Fitness-for-duty examinations, psychological and physical examinations, follow-up inquiries, and related documents.

(d) Medical release forms, doctor's slips, and attendance records that reveal a member's medical condition.

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(e) Any other documents or materials that reveal the member's medical history or medical condition, including past, present, or future anticipated mental, psychological, or physical limitations.

1013.8 SECURITY

Personnel records should be maintained in a secured location and locked either in a cabinet or access-controlled room. Personnel records maintained in an electronic format should have adequate password protection.

Personnel records are subject to disclosure only as provided in this policy, the Records Maintenance and Release Policy, or according to applicable discovery procedures.

Nothing in this policy is intended to preclude review of personnel records by the City Manager, City Attorney, or other attorneys or representatives of the City in connection with official business.

1013.8.1 REQUESTS FOR DISCLOSURE

Any member receiving a request for a personnel record shall promptly notify the Records Clerk or other person charged with the maintenance of such records.

Upon receipt of any such request, the responsible person shall notify the affected member as soon as practicable that such a request has been made.

The responsible person shall further ensure that an appropriate response to the request is made in a timely manner, consistent with applicable law. In many cases, this may require assistance of available legal counsel.

All requests for disclosure that result in access to a member's personnel records shall be logged in the corresponding file.

1013.9 MEMBER ACCESS TO THEIR PERSONNEL RECORDS

Any member may request access to their own personnel records during the normal business hours of those responsible for maintaining such files. Any member seeking the removal of any item from their personnel records shall file a written request to the Chief of Police through the chain of command. The Department shall remove any such item if appropriate, or within 30 days provide the member with a written explanation of why the contested item will not be removed. If the contested item is not removed from the file, the member's request and the written response from the Department shall be retained with the contested item in the member's corresponding personnel record.

Members may be restricted from accessing files containing any of the following information:

(a) An ongoing internal affairs investigation to the extent that it could jeopardize or compromise the investigation pending final disposition or notice to the member of the intent to discipline.

(b) Confidential portions of internal affairs files that have not been sustained against the member.

(c) Criminal investigations involving the member.

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(d) Letters of reference concerning employment/appointment, licensing, or issuance of permits regarding the member.

(e) Any portion of a test document, except the cumulative total test score for either a section of the test document or for the entire test document.

(f) Materials used by the Department for staff management planning, including judgments or recommendations concerning future salary increases and other wage treatments, management bonus plans, promotions and job assignments, or other comments or ratings used for department planning purposes.

(g) Information of a personal nature about a person other than the member if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.

(h) Records relevant to any other pending claim between the Department and the member that may be discovered in a judicial proceeding.

1013.10 RETENTION AND PURGING

Unless provided otherwise in this policy, personnel records shall be maintained in accordance with the established records retention schedule.

(a) During the preparation of each member's performance evaluation, all personnel complaints and disciplinary actions should be reviewed to determine the relevancy, if any, to progressive discipline, training, and career development. Each supervisor responsible for completing the member's performance evaluation should determine whether any prior sustained disciplinary file should be retained beyond the required period for reasons other than pending litigation or other ongoing legal proceedings.

(b) If a supervisor determines that records of prior discipline should be retained beyond the required period, approval for such retention should be obtained through the chain of command from the Chief of Police.

(c) If, in the opinion of the Chief of Police, a personnel complaint or disciplinary action maintained beyond the required retention period is no longer relevant, all records of such matter may be destroyed in accordance with the established records retention schedule.

1013.11 PERSONNEL RECORD AUDITS

To maintain full transparency, the City's Human Resource Department or designee of the City Manager shall conduct quarterly audits of personnel files maintained at the police department, upon the availability and scheduling of the Chief of Police.

In the event of a change in the position of Chief of Police, Human Resources, or the City Manager's designee, will conduct an audit of all personnel files maintained at the police department and physically hold those records until the City Manager appoints a new Chief of Police through the City Commissioners. At which point, Human Resources will disclose the audit and turn those records over to the newly appointed Chief of Police.

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Request for Change of Assignment

1014.1 PURPOSE AND SCOPE

This policy establishes guidelines for department members to request a change of assignment in response to an announced vacancy.

1014.2 POLICY

It is the policy of the Truth or Consequences Police Department that all requests for change of assignment be considered in an equitable and nondiscriminatory manner.

1014.3 REQUEST FOR CHANGE OF ASSIGNMENT

Members requesting a change of assignment shall submit a request to the Chief of Police.

The change of assignment request document provides members with the opportunity to list their qualifications for specific assignments. It should include:

(a) The member's relevant experience, education, and training.

(b) All assignments in which the member is interested.

The document will remain in effect until the end of the calendar year in which it was submitted. Effective January 1 of each year, members still interested in a change of assignment should complete and submit a new request.

1014.4 RESPONSIBILITIES

1014.4.1 SUPERVISORS

Upon receipt of a change of assignment request document, the supervisor shall make appropriate comments in the space provided on the document and forward it to the Chief of Police.

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Commendations and Awards

1015.1 PURPOSE AND SCOPE

This policy provides general guidelines for recognizing commendable or meritorious acts of members of the Truth or Consequences Police Department and individuals from the community.

1015.2 POLICY

It is the policy of the Truth or Consequences Police Department to recognize and acknowledge exceptional individual or group achievements, performance, proficiency, heroism, and service of its members and individuals from the community through commendations and awards.

1015.3 COMMENDATIONS

Commendations for members of the Department or for individuals from the community may be initiated by any department member or by any person from the community.

1015.4 CRITERIA

A meritorious or commendable act may include but is not limited to:

- Superior handling of a difficult situation.
- Conspicuous bravery or outstanding performance.
- Any action or performance that is above and beyond typical duties.

1015.4.1 DEPARTMENT MEMBER DOCUMENTATION

Members of the Department should document meritorious or commendable acts. The documentation should contain:

(a) Identifying information:

1. For members of the Department - name, XXXdivisionMajorXX, and assignment at the date and time of the meritorious or commendable act
2. For individuals from the community - name, address, telephone number

(b) A brief account of the meritorious or commendable act with report numbers, as appropriate.

(c) The signature of the member submitting the documentation.

1015.4.2 COMMUNITY MEMBER DOCUMENTATION

Documentation of a meritorious or commendable act submitted by a person from the community should be accepted in any form. However, written documentation is preferred. Department members accepting the documentation should attempt to obtain detailed information regarding the matter, including:

(a) Identifying information:

1. For members of the Department - name, XXXdivisionMajorXX, and assignment at the date and time of the meritorious or commendable act

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2. For individuals from the community - name, address, telephone number

(b) A brief account of the meritorious or commendable act with report numbers, as appropriate.

(c) The signature of the person submitting the documentation.

1015.4.3 PROCESSING DOCUMENTATION

Documentation regarding the meritorious or commendable act of a member of the Department should be forwarded to the member's supervisor for their review. The member's supervisor should sign and forward the documentation to the Chief of Police for their review.

The Chief of Police or the authorized designee will present the commendation to the department member for their signature. The documentation will then be entered into the member's personnel file.

Documentation regarding the meritorious or commendable act of an individual from the community should be forwarded to the Chief of Police or the authorized designee. An appropriate venue or ceremony to acknowledge the individual's actions should be arranged. Documentation of the commendation should be maintained in a file designated for such records.

1015.5 AWARDS

Awards may be bestowed upon members of the Department and individuals from the community. These awards include:

- Award of Valor.
- Award of Merit.
- Lifesaving Award.
- Meritorious Conduct.

Criteria for each award and the selection, presentation, and display of any award are determined by the Chief of Police.

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Fitness for Duty

1016.1 PURPOSE AND SCOPE

Monitoring members' fitness for duty is essential for the safety and welfare of the members of the Department and the community. The purpose of this policy is to ensure that all members of this department remain fit for duty and able to perform their job functions.

1016.2 POLICY

The Truth or Consequences Police Department strives to provide a safe and productive work environment and ensure that all members of this department can safely and effectively perform the essential functions of their jobs. Under limited circumstances, the Department may require a professional evaluation of a member's physical and/or mental capabilities to determine their ability to perform essential functions.

1016.3 MEMBER RESPONSIBILITIES

It is the responsibility of each member of this department to maintain physical stamina and psychological stability sufficient to safely and effectively perform the essential duties of their position.

During working hours, all members are required to be alert, attentive, and capable of performing their assigned responsibilities.

Any member who feels unable to perform their duties shall promptly notify a supervisor. In the event that a member believes that another department member is unable to perform their duties, such observations and/or belief shall be promptly reported to a supervisor.

1016.4 SUPERVISOR RESPONSIBILITIES

All supervisors should be alert to any indication that a member may be unable to safely perform their duties due to an underlying physical or psychological impairment or condition.

Such indications may include:

(a) An abrupt and negative change in the member's normal behavior.

(b) A pattern of irrational conduct, hostility, or oppositional behavior.

(c) Personal expressions of instability.

(d) Inappropriate use of alcohol or other substances, including prescribed medication.

(e) A pattern of questionable judgment, impulsive behavior, or the inability to manage emotions.

(f) Any other factor or combination of factors causing a supervisor to believe the member may be suffering from an impairment or condition requiring intervention.

Supervisors shall maintain the confidentiality of any information consistent with this policy.

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1016.4.1 REPORTING

A supervisor observing a member, or receiving a report of a member, who is perceived to be unable to safely or effectively perform their duties shall promptly document all objective information and/or observations.

The supervisor should attempt to meet with the member to inquire about the conduct or behavior giving rise to the concerns.

If a meeting does not resolve the supervisor's concerns or does not take place, the supervisor shall promptly document their observations and actions in a written report and inform the Chief of Police or the authorized designee.

1016.4.2 DUTY STATUS

In conjunction with the Chief of Police or the authorized designee, the supervisor should make a preliminary determination regarding the member's duty status.

If a determination is made that the member can safely and effectively perform the essential functions of their job, the member should be returned to duty and arrangements made for appropriate follow-up.

If a preliminary determination is made that the member's conduct or behavior represents an inability to safely and effectively perform the essential functions of their job, the Chief of Police or the authorized designee should immediately relieve the member of duty pending further evaluation.

Employees relieved of duty shall comply with the administrative leave provisions of the Personnel Complaints Policy.

The Chief of Police shall be promptly notified in the event that any member is relieved of duty.

1016.5 FITNESS-FOR-DUTY EVALUATIONS

A fitness-for-duty evaluation may be ordered whenever circumstances reasonably indicate that a member is unfit for duty or following an officer-involved shooting or death-in-custody incident.

1016.5.1 PROCESS

The Chief of Police, in cooperation with the Department of Human Resources, may order the member to undergo a fitness-for-duty evaluation.

The examining practitioner will provide the Department with a report indicating whether the member is fit for duty. If the member is not fit for duty, the practitioner will include the existing restrictions or conditions in the report.

In order to facilitate the evaluation of any member, the Department will provide all appropriate documents and available information.

All reports and evaluations submitted by the examining practitioner shall be part of the member's confidential medical file.

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Any member ordered to undergo a fitness-for-duty evaluation shall comply with the terms of the order and cooperate fully with the examining practitioner. Any failure to comply with such an order and any failure to cooperate with the practitioner may be deemed insubordination and shall subject the member to discipline, up to and including termination.

Determinations regarding duty status of members who are found to be unfit for duty or fit for duty with limitations will be made in cooperation with the Department of Human Resources.

1016.6 LIMITATION ON HOURS WORKED

Absent emergency operations, members should not work more than:

- 16 hours in a one-day (24 hours) period.
- 30 hours in any two-day (48 hours) period.
- 84 hours in any seven-day (168 hours) period.

Except in unusual circumstances, members should have a minimum of eight hours off between shifts. Supervisors should give consideration to reasonable rest periods and are authorized to deny overtime or relieve any member who has exceeded the above guidelines to off-duty status.

Limitations on the number of hours worked apply to shift changes, shift trades, rotation, holdover, training, general overtime, and any other work assignments.

1016.7 APPEALS

Employees disputing the application or interpretation of this policy may submit a grievance as provided in the Grievances Policy.

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Meal Periods and Breaks

1017.1 PURPOSE AND SCOPE

This policy provides general guidance regarding the availability of meal periods and breaks.

1017.2 POLICY

It is the policy of the Truth or Consequences Police Department to provide meal periods and breaks to members of this department in accordance with the City personnel manual.

1017.3 MEAL PERIODS

Officers shall remain on-duty subject to call during meal periods. All other members are not on-call during meal periods unless directed otherwise by a supervisor.

Uniformed patrol and traffic officers shall request clearance from the dispatcher prior to taking a meal period. Uniformed officers shall take their meal periods within the City limits and shall monitor the police radio, unless on assignment outside of the City.

The time spent for the meal period shall not exceed the authorized time allowed.

1017.4 BREAKS

Breaks should be taken near the midpoint of each four-hour work period. Only one break should be taken during each four-hour work period. No breaks should be taken during the first or last hour of a member's shift unless approved by a supervisor.

Members normally assigned to the police facility should remain at the police facility for their breaks. This does not prohibit them from taking a break away from the facility if they are on official business.

Members assigned to field duties will take their breaks in their assigned areas, subject to call, and shall monitor the police radio. When such members take their breaks away from their vehicles, they shall do so only with the knowledge and clearance of the dispatcher.

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Lactation Breaks

1018.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance regarding reasonable accommodations for lactating members.

1018.2 POLICY

It is the policy of the Truth or Consequences Police Department to provide, in compliance with federal and state law, reasonable accommodations for lactating members. This includes break time and appropriate facilities to accommodate any member desiring to express breast milk for the member's nursing child for up to one year after the child's birth (29 USC § 218d; 42 USC § 2000gg-1; 29 CFR 1636.3).

1018.3 LACTATION BREAK TIME

A rest period should be permitted each time the member requires a lactation break (29 USC § 218d; 42 USC § 2000gg-1; 29 CFR 1636.3; NMSA § 28-20-2). In general, lactation breaks that cumulatively total 30 minutes or less during any four-hour work period or major portion of a four-hour work period would be considered reasonable. However, individual circumstances may require more or less time.

Lactation breaks, if feasible, should be taken at the same time as the member's regularly scheduled rest or meal periods. While a reasonable effort will be made to provide additional time beyond authorized breaks, any such time exceeding regularly scheduled and paid break time will be unpaid.

Members desiring to take a lactation break shall notify the dispatcher or a supervisor prior to taking such a break. Such breaks may be reasonably delayed if they would seriously disrupt department operations.

Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

1018.4 PRIVATE LOCATION

The Department will make reasonable efforts to accommodate members with the use of an appropriate room or other location to express milk in private. Such room or place should be in proximity to the member's work area and shall be other than a bathroom or toilet stall. The location must be shielded from view, free from intrusion from coworkers and the public, and otherwise satisfy the requirements of federal and state law (29 USC § 218d; 42 USC § 2000gg-1; 29 CFR 1636.3; NMSA § 28-20-2).

Members occupying such private areas shall either secure the door or otherwise make it clear to others that the area is occupied with a need for privacy. All other members should avoid interrupting a member during an authorized break, except to announce an emergency or other urgent circumstance.

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Authorized lactation breaks for members assigned to the field may be taken at the nearest appropriate private area.

1018.5 STORAGE OF EXPRESSED MILK

Any member storing expressed milk in any authorized refrigerated area within the Department shall clearly label it as such and shall remove it when the member's shift ends.

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Payroll Records

1019.1 PURPOSE AND SCOPE

This policy provides the guidelines for completing and submitting payroll records of department members who are eligible for the payment of wages.

1019.2 POLICY

The Truth or Consequences Police Department maintains timely and accurate payroll records.

1019.3 RESPONSIBILITIES

Members are responsible for the accurate completion and timely submission of their payroll records for the payment of wages.

Supervisors are responsible for approving the payroll records for those under their commands.

1019.4 TIME REQUIREMENTS

Members who are eligible for the payment of wages are paid on a scheduled, periodic basis, generally on the same day or date each period, with certain exceptions, such as holidays. Payroll records shall be completed and submitted to the appropriate member as established by the City payroll procedures.

1019.5 RECORDS

The Chief of Police or the authorized designee shall ensure that accurate and timely payroll records are maintained as required by 29 CFR 516.2 for a minimum of three years (29 CFR 516.5).

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Overtime Compensation

1020.1 PURPOSE AND SCOPE

This policy establishes guidelines and procedures regarding overtime for employees, in conformance with the Fair Labor Standards Act (FLSA) (29 USC § 201 et seq.).

1020.2 POLICY

The Truth or Consequences Police Department will compensate nonexempt employees who work authorized overtime either by payment of wages or by the accrual of compensatory time (29 CFR 553.22). Employees who are salary exempt from FLSA are not compensated for overtime worked.

1020.3 COMPENSATION

Payment of wages to nonexempt employees for overtime, or accrual of compensatory time in lieu of compensation for overtime worked, shall be at the rate of not less than one and one-half hours for each hour of employment for which overtime compensation is required (29 USC § 207(k)(2); 29 USC § 207(o)(1)).

Short periods of overtime worked at the end of the normal duty day (e.g., less than one hour in duration) may be handled informally by an agreement between the supervisor and the employee. In such cases, the supervisor shall document the overtime worked and schedule a subsequent shift adjustment within the same work period that the overtime was worked, rather than submit a request for overtime compensation (29 USC § 207(k)).

Salary exempt employees may be eligible for administrative leave, which may be granted at the discretion of the exempt employee's immediate supervisor.

1020.4 REQUESTS FOR OVERTIME COMPENSATION

1020.4.1 EMPLOYEE RESPONSIBILITIES

Generally, no employee is authorized to work overtime without the prior approval of a supervisor. If circumstances do not permit prior approval, approval shall be sought as soon as practicable during the overtime shift and in no case later than the end of the shift in which the overtime is worked.

Nonexempt employees shall:

(a) Obtain supervisory approval, verbal or written.

(b) Not work in excess of 16 hours, including regularly scheduled work time, overtime, and extra-duty time, in any consecutive 24-hour period without supervisory approval.

(c) Record the actual time worked in an overtime status using the department-approved form or method. Informal notations on reports, logs, or other forms not approved for overtime recording are not acceptable.

(d) Submit the request for overtime compensation to their supervisors by the end of shift or no later than the next calendar day.

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1020.4.2 SUPERVISOR RESPONSIBILITIES

Supervisors shall:

(a) Prior to authorizing an employee to work overtime, evaluate the need for the overtime.

1. Supervisors should not authorize any request to work overtime if the overtime would not be an appropriate use of department resources.

(b) Upon receipt of a request for overtime compensation, confirm that the overtime was authorized and then verify the actual time worked.

1. Supervisors identifying any unauthorized overtime or discrepancy shall initiate an investigation consistent with the Personnel Complaints Policy.

(c) After verifying and approving the overtime amount, promptly forward the request for compensation to the employee's supervisor for final approval.

1. After the supervisor has authorized compensation, the request shall be submitted as soon as practicable.

Supervisors may not authorize or approve their own overtime.

1020.5 ACCOUNTING FOR PORTIONS OF AN HOUR

Authorized overtime work shall be accounted in the increments as listed:

TIME WORKED	INDICATE ON CARD
Up to 15 minutes	.25 hour
16 to 30 minutes	.50 hour
31 to 45 minutes	.75 hour
46 to 60 minutes	1 hour

1020.5.1 VARIATION IN TIME REPORTED

When two or more employees are assigned to the same activity, case, or court trial, and the amount of time for which overtime compensation is requested varies among the officers, the Chief of Police or other approving supervisor may require each employee to include the reason for the variation on the overtime compensation request.

1020.6 REQUESTING USE OF COMPENSATORY TIME

Employees who have accrued compensatory time shall be allowed to use that time for time off within a reasonable period after making a request, if the request does not unduly disrupt department operations. Requests to use compensatory time will be submitted to the employee’s supervisor at least 24 hours in advance of its intended use. Supervisors may make exceptions in unusual or extraordinary circumstances.

Compensatory time may not be used for time off for a date and time when the employee is required to appear in court on department-related matters. Supervisors shall not unreasonably deny employee requests to use compensatory time (29 CFR 553.25).

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Outside Employment and Outside Overtime

1021.1 PURPOSE AND SCOPE

This policy provides guidelines for department members who seek to engage in authorized outside employment or outside overtime.

1021.1.1 DEFINITIONS

Definitions related to this policy include:

Outside employment - Duties or services performed by members of this department for another employer, organization, or individual who is not affiliated directly with this department when wages, compensation, or other consideration for such duties or services is received. Outside employment also includes duties or services performed by those members who are self-employed and receive compensation or other consideration for services, products, or benefits rendered.

Outside overtime - Duties or services performed by members of this department for a private organization, entity, or individual, that are requested and scheduled directly through the Department. Member compensation, benefits, and costs for such outside services are reimbursed to the Department.

1021.2 POLICY

Members of the Truth or Consequences Police Department shall obtain written approval from the Chief of Police or the authorized designee prior to engaging in any outside employment or outside overtime. Approval of outside employment or overtime shall be at the discretion of the Chief of Police in accordance with the provisions of this policy. Failure to obtain prior written approval for outside employment or overtime, or engaging in outside employment or overtime that is prohibited by this policy, may lead to disciplinary action.

1021.3 OUTSIDE EMPLOYMENT

1021.3.1 REQUEST AND APPROVAL

Members must submit the designated outside employment request form to their immediate supervisors. The request form will then be forwarded through the chain of command to the Chief of Police for consideration.

If approved, the member will be provided with a copy of the approved request form. Unless otherwise indicated in writing on the request form, approval for outside employment will be valid through the end of the calendar year in which the request is approved. Members seeking to continue outside employment must submit a new request form at the start of each calendar year.

1021.3.2 DENIAL

Any member whose request for outside employment has been denied should be provided with a written notification of the reason at the time of the denial.

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1021.3.3 REVOCATION OR SUSPENSION

Any member whose approval for outside employment is revoked or suspended should be provided with a written notification of the reason for revocation or suspension.

Approval for outside employment may be revoked or suspended:

(a) When a supervisor determines the member's performance is failing to meet standards and the outside employment may be related to the deficient performance.

1. Approval for the outside employment may be reestablished when the member's performance has reached a satisfactory level and with their supervisor's authorization.

(b) When a member's conduct or outside employment conflicts with department policy or any law.

(c) When the outside employment creates an actual or apparent conflict of interest with the Department or City.

1021.3.4 APPEAL

If a member's request for outside employment is denied or if previous approval is revoked or suspended, the member may file a written notice of appeal with the Chief of Police within 10 days of receiving notice of the denial, revocation, or suspension.

A revocation or suspension will only be implemented after the member has completed the appeal process.

If the member's appeal is denied, they may file a grievance as provided in the Grievances Policy.

1021.4 REQUIREMENTS

1021.4.1 PROHIBITED OUTSIDE EMPLOYMENT

The Department reserves the right to deny any request for outside employment that involves:

(a) The use of department time, facilities, equipment, or supplies.

(b) The use of the Truth or Consequences Police Department badge, uniform, or influence for private gain or advantage.

(c) The member's receipt or acceptance of any money or other consideration for the performance of duties or services that they would be required or expected to render in the course or hours of their employment or appointment or as a part of their regular duties.

(d) The performance of duties or services that may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other member of this department.

(e) Demands upon the member's time that would render the performance of their duties for this department deficient or substandard.

(f) Activities that may conflict with any other policy or rule of the Department.

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1021.4.2 SECURITY AND PEACE OFFICER OUTSIDE EMPLOYMENT

No member of this department may engage in any outside employment as a law enforcement officer, private security guard, private investigator, or other similar private security position.

1021.4.3 DEPARTMENT RESOURCES

Members are prohibited from using any department equipment or resources in the course of, or for the benefit of, any outside employment. This shall include the prohibition against any member using their position with this department to gain access to official records or databases of this department or other agencies.

1021.4.4 CHANGES IN OUTSIDE EMPLOYMENT STATUS

If a member terminates their outside employment, the member shall promptly submit written notification of such termination to the Chief of Police through the chain of command. Any subsequent request for renewal or continued outside employment must thereafter be processed and approved through the procedures set forth in this policy.

Members shall also promptly submit in writing to the Chief of Police any material changes in outside employment, including any change in the number of hours, type of duties, or the demands of any approved outside employment. Members who are uncertain whether a change in outside employment is material are advised to report the change.

1021.4.5 LEAVE OR RESTRICTED DUTY STATUS

Members who are placed on leave or other restricted duty status shall inform their immediate supervisors in writing within five days as to whether they intend to continue their outside employment while on such leave or restricted status. The immediate supervisor shall review the duties of the outside employment, along with any related orders (e.g., administrative, medical), and make a recommendation to the Chief of Police regarding whether such employment should continue.

In the event that the Chief of Police determines that the outside employment should be discontinued, or if the member fails to promptly notify their supervisor of their intention regarding outside employment, a notice revoking approval of the outside employment will be forwarded to the member and a copy attached to the original outside employment request form.

Criteria for revoking approval due to leave or restricted duty status include but are not limited to:

(a) The outside employment is medically detrimental to the total recovery of the disabled member, as indicated by the City's medical professional advisers.

(b) The outside employment requires performance of the same or similar physical ability as would be required of an on-duty member.

(c) The member's failure to make timely notice of their intention to the supervisor.

When the member returns to full duty with the Truth or Consequences Police Department, a written request may be submitted to the Chief of Police to approve the outside employment request.

1021.5 OUTSIDE OVERTIME

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1021.5.1 REQUESTS FOR SPECIAL SERVICES

Any private organization, entity, or individual seeking special services (e.g., security, traffic control) from members of this department must submit a written request to the Chief of Police in advance of the desired service. Such services will be assigned, monitored, and compensated through the Department as outside overtime assignments.

(a) A request for special services during or at the site of a strike, lockout, picket, or other physical demonstration of a labor dispute will not be approved.

(b) The requester will be required to enter into an agreement that includes indemnification with the Department prior to approval.

(c) The requester will be required to reimburse the Department for the members' compensation, benefits, and costs (e.g., court time) associated with such outside services.

(d) Should such a request be approved, any member working outside overtime shall be subject to the following conditions:

1. The member shall wear the department uniform and carry department identification.
2. The member shall be subject to the rules and regulations of this department.
3. Compensation for such approved outside overtime shall be pursuant to normal overtime procedures (see the Overtime Compensation Policy).
4. Outside overtime shall not be subject to the collective bargaining process.

(e) Outside overtime shall be assigned at the discretion of the Chief of Police or the authorized designee.

1021.5.2 ARREST AND REPORTING PROCEDURE

Any officer making an arrest or taking other official law enforcement action while working in an outside overtime assignment shall be required to complete all related reports in a timely manner pursuant to the Report Preparation Policy. Time spent on the completion of such reports shall be considered part of the outside overtime assignment.

1021.5.3 SPECIAL RESTRICTIONS

Except for emergency situations or with prior authorization from the Chief of Police, undercover officers or officers assigned to covert operations shall not be eligible to work outside overtime in a uniformed or other capacity that could reasonably disclose the officer's law enforcement status.

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Work-Related Injury and Occupational Disease Reporting

1022.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance regarding timely reporting of work-related injuries, including mental health issues and occupational diseases.

1022.1.1 DEFINITIONS

Definitions related to this policy include:

Occupational disease - A disease peculiar to the occupation in which the employee is engaged and due to the causes in excess of the ordinary hazards of employment as provided in NMSA § 52-3-33.

Work-related injury - An injury caused by an accident arising out of and in the course of employment. Mental impairment may be included if the qualifying conditions of NMSA § 52-1-19 and NMSA § 52-1-24 are met.

1022.2 POLICY

The Truth or Consequences Police Department will address work-related injuries, including mental health issues and occupational diseases, appropriately, and will comply with applicable state workers' compensation requirements (NMSA § 52-1-1 et seq.; NMSA § 52-3-1 et seq.).

1022.3 RESPONSIBILITIES

1022.3.1 MEMBER RESPONSIBILITIES

Any member sustaining any occupational disease or work-related injury shall report such event as soon as practicable, but within 24 hours, to a supervisor and shall seek medical care when appropriate.

1022.3.2 SUPERVISOR RESPONSIBILITIES

A supervisor learning of any work-related injury or occupational disease should ensure the member receives medical care as appropriate.

Supervisors shall ensure that required documents regarding workers' compensation are completed and forwarded promptly. Any related City-wide injury- or disease-reporting protocol shall also be followed.

Supervisors shall determine whether the Major Incident Notification and Illness and Injury Prevention policies apply and take additional action as required.

1022.3.3 CHIEF OF POLICE RESPONSIBILITIES

The Chief of Police should review the occupational disease or work-related injury report for accuracy and determine what additional action should be taken. The report shall then be forwarded to the Department of Human Resources and the City's risk management entity to ensure any

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required New Mexico Environment-OSHA reporting is made as required in the illness and injury prevention plan identified in the Illness and Injury Prevention Policy. Copies of the report and related documents retained by the Department shall be filed in the member's confidential medical file.

1022.4 OTHER DISEASE OR INJURY

Diseases and injuries caused or occurring on-duty that do not qualify for workers' compensation reporting shall be documented on the designated report of injury form, which shall be signed by a supervisor. A copy of the completed form shall be forwarded to the Chief of Police.

Unless the injury is extremely minor, this report shall be signed by the affected member, indicating that they desired no medical attention at the time of the report. By signing, the member does not preclude their ability to later seek medical attention.

1022.5 SETTLEMENT OFFERS

When a member sustains an occupational disease or work-related injury that is caused by another person and is subsequently contacted by that person, their agent, insurance company, or attorney and offered a settlement, the member shall take no action other than to submit a written report of this contact to their supervisor as soon as possible.

1022.5.1 NO SETTLEMENT WITHOUT PRIOR APPROVAL

No less than 10 days prior to accepting and finalizing the settlement of any third-party claim arising out of or related to an occupational disease or work-related injury, the member shall provide the Chief of Police with written notice of the proposed terms of such settlement. In no case shall the member accept a settlement without first providing written notice to the Chief of Police. The purpose of such notice is to permit the City to determine whether the offered settlement will affect any claim the City may have regarding payment for damage to equipment or reimbursement for wages against the person who caused the disease or injury, and to protect the City's right of subrogation, while ensuring that the member's right to receive compensation is not affected.

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Personal Appearance Standards

1023.1 PURPOSE AND SCOPE

This policy provides guidelines for the personal appearance of members of the Truth or Consequences Police Department.

Requirements for department uniforms and civilian attire are addressed in the Uniforms and Civilian Attire Policy.

1023.2 POLICY

Truth or Consequences Police Department members shall maintain their personal hygiene and appearance to project a professional image that is appropriate for this department and for their assignments. Department personal appearance standards are primarily based on safety requirements, appearance conformity, and the social norms of the community served, while considering matters important to members of the Department.

1023.3 GROOMING

Unless otherwise stated and because deviations from these standards may present officer safety issues, the following appearance standards shall apply to all members, except those whose current assignments would deem them not applicable, and where the Chief of Police has granted an exception.

1023.3.1 PERSONAL HYGIENE

All members must maintain proper personal hygiene. Examples of improper personal hygiene include but are not limited to dirty fingernails, bad breath, body odor, and dirty or unkempt hair. Any member who has a condition due to a protected category (e.g., race, physical disability) that affects any aspect of personal hygiene covered by this policy may qualify for an accommodation and should report any need for an accommodation to the Chief of Police.

1023.3.2 HAIR

Hair shall be clean, neatly trimmed or arranged, and of a natural hair color. Hairstyles with shaved designs in the scalp are prohibited. Hair adornments shall be primarily for the purpose of securing the hair and must present a professional image.

Hairstyles for male department members must not extend below the top edge of a uniform or dress shirt collar while assuming a normal stance.

When working a field assignment, hairstyles for female department members must not extend below the bottom edge of a uniform or dress shirt collar while assuming a normal stance. Longer hair shall be worn up or in a tightly wrapped braid or ponytail that is secured to the head above the bottom edge of the shirt collar.

1023.3.3 FINGERNAILS

Fingernails shall be clean and neatly trimmed to a length that will not present a safety concern. The color of fingernail polish shall present a professional image.

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1023.4 APPEARANCE

1023.4.1 JEWELRY

For the purpose of this policy, jewelry refers to rings, earrings, necklaces, bracelets, wristwatches, and tie tacks or tie bars. Jewelry shall present a professional image and may not create a safety concern for the department member or others. Jewelry that depicts racial, sexual, discriminatory, gang-related, or obscene language is not allowed.

(a) Necklaces shall not be visible above the shirt collar.

(b) Earrings shall be small and worn only in or on the earlobe.

(c) One ring or ring set may be worn on each hand of the department member. No rings should be of the type that would cut or pose an unreasonable safety risk to the member or others during a physical altercation, if the member is assigned to a position where that may occur.

(d) One small bracelet, including a bracelet identifying a medical condition, may be worn on one arm.

(e) Wristwatches shall be conservative and present a professional image.

(f) Tie tacks or tie bars worn with civilian attire shall be conservative and present a professional image.

1023.4.2 BODY PIERCING OR ALTERATION

Body piercing (other than earlobes) or alteration to any area of the body that is visible while on-duty or while representing the Truth or Consequences Police Department in any official capacity, that is a deviation from normal anatomical features and that is not medically required, is prohibited. Such body alteration includes but is not limited to:

(a) Tongue splitting or piercing.

(b) The complete or transdermal implantation of any material other than hair replacement (i.e., foreign objects inserted under the skin to create a design or pattern).

(c) Abnormal shaping of the ears, eyes, nose, or teeth (e.g., enlarged or stretched out holes in the earlobes).

(d) Branding, scarification, or burning to create a design or pattern.

1023.4.3 DENTAL ORNAMENTATION

Dental ornamentation that is for decorative purposes and that is not medically required is prohibited while on-duty or while representing the Truth or Consequences Police Department in any official capacity. Such ornamentation includes but is not limited to:

(a) Objects that are bonded to front teeth.

(b) Gold, platinum, or other veneers or caps used for decorative purposes.

(c) Orthodontic appliances that are colored for decorative purposes.

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1023.4.4 GLASSES AND CONTACT LENSES

Eyeglasses and sunglasses shall be conservative and present a professional image. Contact lenses with designs that change the normal appearance of the eye and that are not medically required are prohibited while on-duty or while representing the Truth or Consequences Police Department in any official capacity.

1023.4.5 COSMETICS AND FRAGRANCES

Cosmetics shall be conservative and present a professional image. Use of cologne, perfume, aftershave lotion, and other items used for body fragrance shall be kept to a minimum.

1023.4.6 UNDERGARMENTS

Proper undergarments shall be worn as necessary for reasons of hygiene and general appearance standards.

1023.5 RELIGIOUS ACCOMMODATION

The religious beliefs and needs of department members should be reasonably accommodated. Requests for religious accommodation should generally be granted unless there is a compelling security or safety reason and denying the request is the least restrictive means available to ensure security or safety. The Chief of Police should be advised any time a request for religious accommodation is denied.

Those who request to wear headscarves, simple head coverings, certain hairstyles, or facial hair for religious reasons should generally be accommodated absent unusual circumstances.

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Uniforms and Civilian Attire

1024.1 PURPOSE AND SCOPE

This policy provides guidelines for Truth or Consequences Police Department-authorized uniforms and civilian attire regulations. It is established to ensure that uniformed members will be readily identifiable to the public through the proper use and wearing of department uniforms, and that the appearance of members who wear civilian attire reflects favorably on the Department.

This policy addresses the wearing and maintenance of department uniforms, accessories, insignia, patches, and badge; the requirements for members who wear civilian attire; and the authorized use of optional equipment and accessories by members of the Department.

Other related topics are addressed in the Badges, Patches, and Identification, Department-Owned and Personal Property, and Personal Appearance Standards policies.

1024.2 POLICY

The Truth or Consequences Police Department will provide uniforms for all employees who are required to wear them in the manner, quantity, and frequency agreed upon in the respective employee group's collective bargaining agreement. The Department may provide other department members with uniforms at the direction of the Chief of Police.

All uniforms and equipment issued to department members shall be returned to the Department upon termination or resignation.

1024.3 UNIFORMS

The Chief of Police or the authorized designee shall maintain and update uniform and equipment specifications, which should be consulted by all members as needed. Uniforms shall be worn as described therein and as specified in this policy.

The following shall apply to those assigned to wear department-issued uniforms:

(a) Uniforms and equipment shall be maintained in a serviceable condition and shall be ready at all times for immediate use. Uniforms shall be neat, clean, and appear professionally pressed.

(b) Officers in a non-uniformed assignment shall possess and maintain at all times a serviceable uniform and the necessary equipment to perform uniformed field duty.

(c) Uniforms shall be worn in compliance with any applicable department specifications.

(d) Members shall wear only the uniforms specified for their ranks and assignments.

(e) Civilian attire shall not be worn in combination with any distinguishable part of a uniform.

(f) Uniforms are only to be worn while on-duty, for court, at official department functions or events, while in transit to or from work, or when authorized by the Chief of Police or the authorized designee.

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1. When the uniform is worn while in transit, a non-uniform outer garment shall be worn over the uniform shirt to avoid bringing attention to the member while they are off-duty.

(g) Members are not to purchase or drink alcoholic beverages while wearing any part of department-issued uniforms, including the uniform pants.

(h) All supervisors will perform periodic inspections of members under their commands to ensure conformance to this policy.

1024.3.1 ACCESSORIES

Members shall adhere to the following when wearing department uniforms:

(a) Mirrored sunglasses will not be worn.

(b) Jewelry shall be in accordance with the specifications in the Personal Appearance Standards Policy.

1024.3.2 INSIGNIA, PATCHES, AND BADGE

Only the following elements may be affixed to department uniforms unless an exception is authorized by the Chief of Police:

(a) Shoulder patch - The authorized shoulder patch supplied by the Department shall be machine stitched to the sleeves of all uniform shirts and jackets.

(b) Badge - The department-issued badge, or an authorized sewn-on cloth replica, must be worn and visible at all times while in uniform.

(c) Nameplate - The regulation nameplate, or an authorized sewn-on cloth nameplate, shall be worn at all times while in uniform.

1. When a jacket is worn, the nameplate, or an authorized sewn-on cloth nameplate, shall be affixed to the jacket in the same manner as the uniform.

(d) Rank insignia - The designated insignia indicating the member's rank must be worn at all times while in uniform.

(e) Service insignia - The designated insignia indicating the member's length of service may be worn on long-sleeve shirts and jackets. The insignia shall be machine stitched to the left sleeve of the uniform.

(f) Assignment insignias - Assignment insignias (e.g., Field Training Officer (FTO)) may be worn as designated by the Chief of Police.

(g) American flag pin - An American flag pin may be worn, centered above the nameplate.

(h) Award/commendation insignia - Insignia representing an award or commendation received under the Commendations and Awards Policy, or other recognition authorized by the Chief of Police, may be worn, centered above the nameplate. If more than one award is worn, or an American flag pin is worn, the insignia shall be equally spaced in one or two horizontal rows centered above the nameplate in a manner that provides a balanced appearance.

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1024.3.3 MOURNING BAND

Uniformed members shall wear a black mourning band across the department badge whenever a law enforcement officer is killed in the line of duty or as directed by the Chief of Police. The following mourning periods will be observed:

(a) Truth or Consequences Police Department officer - From the time of death until midnight on the 14th day after the death.

(b) An officer from this or an adjacent county - From the time of death until midnight on the day of the funeral.

(c) Funeral attendee - While attending the funeral of an out-of-region fallen officer.

(d) National Peace Officers' Memorial Day (May 15) - From 0001 hours until 2359 hours.

(e) As directed by the Chief of Police.

1024.4 UNIFORM CLASSES

The Chief of Police or the authorized designee shall determine the uniform to be worn by each department member or any deviations that may be authorized.

Uniforms are classified as follows:

(a) Class A - Full dress uniform to be worn by designated department members on special occasions, such as funerals, graduations, ceremonies, or as directed by the Chief of Police or the authorized designee.

(b) Class B - Standard issue uniform to be worn daily by designated department members.

(c) Class C - General utility uniform to be worn by designated Department members.

(d) Specialized assignment - Specific uniforms to be worn by members in special assignments.

1024.4.1 CLASS A UNIFORM

The Class A uniform consists of the following:

(a) Dress hat

(b) Long-sleeve shirt

(c) Tie tack or tie bar

(d) Trousers or skirt

(e) Black belt

1. Belts shall be equipped as needed for the member's assignment.

(f) Dark blue or black socks

1. Natural colored hose must be worn with the skirt.

(g) Black polished dress shoes

1. Boots with pointed toes are not permitted.

(h) White gloves

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1024.4.2 CLASS B UNIFORM
The Class B uniform consists of the following:

(a) Long- or short-sleeve shirt with the collar open and no tie
    1. A crew neck t-shirt must be worn under the uniform shirt.
    2. All shirt buttons must remain buttoned except for the top button at the neck.
    3. Long sleeves must be buttoned at the cuff.
(b) Trousers or skirt
(c) Black belt
    1. Belts shall be equipped as needed for the member's assignment.
(d) Dark blue or black socks
    1. Natural colored hose must be worn with the skirt.
(e) Black polished dress shoes
    1. Approved black unpolished shoes may be worn.
    2. Boots with pointed toes are not permitted.
    3. Decorative stitching or adornment is not permitted.
(f) Weather-appropriate items
    1. Hat
    2. A dark blue or black mock turtleneck may be worn under the long-sleeve uniform shirt.
    3. Jacket
    4. Rain gear

1024.4.3 CLASS C UNIFORM
The Chief of Police or the authorized designee will establish the specifications, regulations, and conditions for wearing the Class C uniform.

1024.4.4 SPECIALIZED ASSIGNMENT UNIFORM
The Chief of Police or the authorized designee may authorize certain uniforms to be worn by members in specialized assignments, such as canine handlers, the IRT, bicycle patrol, motor officers, and other specific assignments.

1024.5 CIVILIAN ATTIRE
There are assignments within the Department that do not require a uniform because recognition and authority are not essential to their functions. There are also assignments for which civilian attire is necessary.

(a) Civilian attire shall fit properly, be clean and free of stains, and not be damaged or excessively worn.

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(b) Members assigned to administrative, investigative, and support positions shall wear business-appropriate clothing that is conservative in style.

(c) Variations from this policy are allowed at the discretion of the Chief of Police or the authorized designee when the member's assignment or current task is not conducive to wearing such clothing.

(d) No item of civilian attire that would adversely affect the reputation of the Truth or Consequences Police Department or the morale of the members may be worn while on-duty.

(e) The following items shall not be worn while on-duty or when representing the Department in any official capacity:

1. Clothing that reveals cleavage, the back, chest, stomach, or buttocks
2. T-shirt alone or exposed undergarments
3. Swimsuits, tank tops, tube tops, or halter tops
4. Sweatshirts, sweatpants, or similar exercise clothing
5. Spandex-type pants or transparent clothing
6. Denim pants of any color
7. Shorts
8. Open-toed shoes
9. Clothing, buttons, or pins displaying racial, sexual, discriminatory, gang-related or obscene language

1024.6 OPTIONAL EQUIPMENT

Any items that are allowed by the Truth or Consequences Police Department but that have been identified as optional shall be purchased entirely at the expense of the member. No part of the purchase cost shall be offset by the department.

Maintenance of optional items shall be the financial responsibility of the purchasing member (e.g., repairs due to normal wear and tear).

Replacement of items listed in this policy as optional shall be managed as follows:

(a) When the item is no longer functional because of normal wear and tear, the member bears the full cost of replacement.

(b) When the item is no longer functional because of damage in the course of the member's duties, it shall be replaced in accordance with the Department-Owned and Personal Property Policy.

1024.7 UNAUTHORIZED UNIFORMS, EQUIPMENT, AND ACCESSORIES

Department members may not wear any uniform item, accessory, or attachment unless specifically authorized by the Chief of Police or the authorized designee.

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Department members may not use or carry any safety item, tool, or other piece of equipment unless specifically authorized by the Chief of Police or the authorized designee.

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Conflict of Interest

1025.1 PURPOSE AND SCOPE

The purpose of this policy is to assist members in recognizing and avoiding potential conflicts of interest, thereby ensuring effective and ethical operating practices on the part of the Truth or Consequences Police Department.

1025.1.1 DEFINITIONS

Definitions related to this policy include:

Conflict of interest - Any actual, perceived, or potential conflict in which it reasonably appears that a member's action, inaction, or decisions are or may be influenced by a personal or business relationship.

1025.2 POLICY

Members of the Truth or Consequences Police Department are expected to conduct themselves with the utmost professional integrity and objectivity. Members will guard against actual or perceived conflicts of interest in order to ensure the fair and equitable treatment of department members and the public, and thereby maintain the trust of the public and department members.

1025.3 PROHIBITIONS

Conflicts of interest that the Department prohibits include but are not limited to the following:

(a) Members are prohibited from directly supervising, occupying a position in the line of supervision, or being directly supervised by any other member who is a relative or with whom they are involved in a personal or business relationship.

1. If circumstances require that such a supervisor/subordinate relationship exist temporarily, the supervisor shall make every reasonable effort to defer matters pertaining to the involved member to an uninvolved supervisor.

2. When personnel and circumstances permit, the Department will attempt to make every reasonable effort to avoid placing members in such supervisor/ subordinate situations. The Department, however, reserves the right to transfer or reassign any member to another position within the same classification in order to avoid conflicts with any provision of this policy.

(b) Members are prohibited from participating in, contributing to, or recommending promotions, assignments, performance evaluations, transfers, or other personnel decisions affecting a member who is a relative or with whom they are involved in a personal or business relationship.

(c) Whenever possible, field training officers (FTOs) and other trainers will not be assigned to train relatives. Department FTOs and other trainers are prohibited from entering into or maintaining personal or business relationships with any member they are assigned to train until such time as the training has been successfully completed and the person is off probation.

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(d) Members are prohibited from using the powers or resources of their positions or the Department to obtain personal benefits or to pursue private interests (NMSA § 10-16-3).

(e) Members are required to avoid undue influence and are prohibited from abusing their positions with the Department (NMSA § 10-16-3).

(f) Members are prohibited from requesting or receiving any money or other item of value or a promise thereof that is conditioned upon or provided in exchange for a performance of an act that is required or authorized by their position (NMSA § 10-16-3).

(g) Members are prohibited from directly or indirectly coercing another member or another public officer or employee to contribute anything of value for a political purpose, to take part in any political activity, or to vote in a certain manner (NMSA § 10-16-3.1).

(h) Members shall not engage in any other conduct prohibited by the Governmental Conduct Act (NMSA § 10-16-1 et seq.).

1025.4 MEMBER RESPONSIBILITIES

Members shall avoid situations that create a conflict of interest. Members should take reasonable steps to address a perception of a conflict of interest when such a perception is reasonably foreseeable and avoidable (e.g., deferring a decision to an uninvolved member).

Whenever any member is placed in circumstances that would require them to take enforcement action or to provide official information or services to any relative or individual with whom the member is involved in a personal or business relationship, that member shall promptly notify their uninvolved, immediate supervisor.

In the event that no uninvolved supervisor is immediately available, the member shall promptly notify the dispatcher to have another uninvolved member either relieve the involved member or, minimally, remain present to witness the action.

1025.5 SUPERVISOR RESPONSIBILITIES

Upon being notified of or otherwise becoming aware of any circumstance that could result in or constitute an actual or potential violation of this policy, a supervisor shall take all reasonable steps to promptly mitigate or avoid such violations whenever possible. Supervisors shall also promptly notify the Chief of Police or the authorized designee of such actual or potential violations through the chain of command.

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Badges, Patches, and Identification

1026.1 PURPOSE AND SCOPE

The Truth or Consequences Police Department (TCPD) badge, patch, and identification card, as well as the likeness of these items and the name of the Department, are property of the Department. Their use shall be restricted as set forth in this policy.

1026.2 POLICY

The Truth or Consequences Police Department issues each member appropriate identification, which may include a badge, patch, and/or identification card, depending on the member's position within the Department.

1026.3 MEMBER RESPONSIBILITIES

Members of the Truth or Consequences Police Department will use the TCPD badge, patch, and identification card, as well as the likeness of these items, appropriately and professionally. The TCPD badge, patch, and identification card shall only be displayed or used by a member when acting in an official or authorized capacity.

Department members shall not:

(a) Display or use the TCPD badge, patch, or identification card for personal gain or benefit.

(b) Loan the TCPD badge, patch, or identification card to others or permit these items to be reproduced or duplicated.

(c) Use images of the TCPD badge, patch, or identification card, or the likeness thereof, or the Truth or Consequences Police Department name, for personal or private reasons including but not limited to letters, memoranda, and electronic communications, such as email, blogs, social networking, or websites.

1026.4 LOST BADGE, PATCH, OR IDENTIFICATION CARD

Department members shall promptly notify their supervisors whenever their TCPD badges, patches, or identification cards are lost, damaged, or are otherwise removed from their control.

1026.5 BADGES

The Chief of Police shall determine the number and form of badges authorized for use by department members.

Only badges issued by this department are authorized to be used, displayed, carried, or worn by members while on-duty or otherwise acting in an official or authorized capacity.

1026.5.1 RETIREE BADGES

The Chief of Police may establish rules for allowing honorably retired members to keep their badges in some form or possess a retirement badge upon retirement.

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1026.5.2 PERMITTED USE BY EMPLOYEE GROUPS
The likeness of the TCPD badge shall not be used for any purpose without the express authorization of the Chief of Police and shall be subject to the following:

(a) An authorized employee group may use the likeness of the TCPD badge for merchandise and official employee group business provided it is used in a clear representation of the employee group and not the Truth or Consequences Police Department. The following modification shall be included:

1. Any text identifying the Truth or Consequences Police Department is replaced with the name of the employee group.
2. A badge number is not included. That portion of the badge may display the acronym of the employee group.

1026.6 PATCHES
The Chief of Police shall determine the form of patches authorized for use by the Department. Any request to modify the authorized patches for specialty divisions (e.g., K-9, SWAT) should be submitted to the Chief of Police in writing.

Only patches issued by this department are authorized to be displayed or worn by members while on-duty or otherwise acting in an official or authorized capacity.

Members, with the written approval of the Chief of Police, may request additional patches at their own expense.

1026.7 IDENTIFICATION CARDS
All members will be issued an official TCPD identification card bearing the member's name, full-face photograph, member identification number, member's signature, and signature of the Chief of Police or the official seal of the Department. All members shall be in possession of their department-issued identification cards at all times while on-duty or in department facilities.

(a) Whenever on-duty or acting in an official capacity representing the Department, members shall display their department-issued identification cards in a courteous manner to any person upon request and as soon as practicable.

(b) Officers or other members working specialized assignments may be excused from the possession and display requirements when directed by the Chief of Police.

1026.8 BUSINESS CARDS
The Department will supply business cards to those members whose assignments involve frequent interaction with the public or who may require the use of a business card. The only authorized business cards are those issued or approved by the Department and should contain identifying information, including but not limited to the member's name, badge, or other identification number, and contact information (e.g., telephone number, email address).

Members should provide a business card to any member of the public who requests one.

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Temporary Modified-Duty Assignments

1027.1 PURPOSE AND SCOPE

This policy establishes procedures for providing temporary modified-duty assignments. This policy is not intended to affect the rights or benefits of employees under federal or state law, City rules, or current collective bargaining agreements. For example, nothing in this policy affects the obligation of the Department to engage in a good faith, interactive process to consider reasonable accommodations for any employee with a temporary or permanent disability or limitation that is protected under federal or state law.

1027.2 POLICY

Subject to operational considerations, the Truth or Consequences Police Department may identify temporary modified-duty assignments for employees who have an injury or medical condition resulting in temporary work limitations or restrictions. A temporary assignment allows the employee to work, while providing the Department with a productive employee during the temporary period.

1027.3 GENERAL CONSIDERATIONS

Priority consideration for temporary modified-duty assignments will be given to employees with work-related injuries or illnesses that are temporary in nature. Employees having disabilities covered under the Americans with Disabilities Act (ADA) or New Mexico Human Rights Act (NMSA § 28-1-7) shall be treated equally, without regard to any preference for a work-related injury.

No position in the Truth or Consequences Police Department shall be created or maintained as a temporary modified-duty assignment.

Temporary modified-duty assignments are a management prerogative and not an employee right. The availability of temporary modified-duty assignments will be determined on a case-by-case basis, consistent with the operational needs of the Department. Temporary modified-duty assignments are subject to continuous reassessment, with consideration given to operational needs and the employee's ability to perform in a modified-duty assignment.

The Chief of Police or the authorized designee may restrict employees working in temporary modified-duty assignments from wearing a uniform, displaying a badge, carrying a firearm, operating an emergency vehicle, or engaging in outside employment, or may otherwise limit them in employing their peace officer powers.

Temporary modified-duty assignments shall generally not exceed a cumulative total of 1,040 hours in any one-year period.

1027.4 PROCEDURE

Employees may request a temporary modified-duty assignment for short-term injuries or illnesses.

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Employees seeking a temporary modified-duty assignment should submit a written request to their supervisor. The request should, as applicable, include a certification from the treating medical professional containing:

(a) An assessment of the nature and probable duration of the illness or injury.

(b) The prognosis for recovery.

(c) The nature and scope of limitations and/or work restrictions.

(d) A statement regarding any required workplace accommodations, mobility aids, or medical devices.

(e) A statement that the employee can safely perform the duties of the temporary modified-duty assignment.

The supervisor will make a recommendation to the Chief of Police regarding temporary modified-duty assignments that may be available based on the needs of the Department and the limitations of the employee. The Chief of Police or the authorized designee shall confer with the Department of Human Resources or the City Attorney as appropriate.

1027.5 ACCOUNTABILITY

Written notification of assignments, work schedules, and any restrictions should be provided to employees assigned to temporary modified-duty assignments and their supervisors. Those assignments and schedules may be adjusted to accommodate department operations and the employee's medical appointments, as mutually agreed upon with the Chief of Police.

1027.5.1 EMPLOYEE RESPONSIBILITIES

The responsibilities of employees assigned to temporary modified duty shall include but are not limited to:

(a) Communicating and coordinating any required medical and physical therapy appointments in advance with their supervisors.

(b) Promptly notifying their supervisors of any change in restrictions or limitations after each appointment with their treating medical professionals.

(c) Communicating a status update to their supervisors no less than once every 30 days while assigned to temporary modified duty.

(d) Submitting a written status report to the Chief of Police that contains a status update and anticipated date of return to full duty when a temporary modified-duty assignment extends beyond 60 days.

1027.5.2 SUPERVISOR RESPONSIBILITIES

The employee's immediate supervisor shall monitor and manage the work schedule of those assigned to temporary modified duty.

The responsibilities of supervisors shall include but are not limited to:

(a) Periodically apprising the Chief of Police of the status and performance of employees assigned to temporary modified duty.

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(b) Notifying the Chief of Police and ensuring that the required documentation facilitating a return to full duty is received from the employee.

(c) Ensuring that employees returning to full duty have completed any required training and certification.

1027.6 MEDICAL EXAMINATIONS

Prior to returning to full-duty status, employees shall be required to provide certification from their treating medical professionals stating that they are medically cleared to perform the essential functions of their jobs without restrictions or limitations.

The Department may require a fitness-for-duty examination prior to returning an employee to full-duty status, in accordance with the Fitness for Duty Policy.

1027.7 PREGNANCY

If an employee is temporarily unable to perform regular duties due to a pregnancy, childbirth, or a related medical condition, the employee will be treated the same as any other temporarily disabled employee (42 USC § 2000e(k)). A pregnant employee shall not be involuntarily transferred to a temporary modified-duty assignment.

If notified by an employee or the employee's representative regarding limitations related to pregnancy, childbirth, or related medical conditions, the Department should make reasonable efforts to provide an accommodation for the employee in accordance with federal and state law. The accommodation should be provided without unnecessary delay, as appropriate (42 USC § 2000gg-1; 29 CFR 1636.3; 29 CFR 1636.4; NMSA § 28-1-7).

1027.7.1 NOTIFICATION

Pregnant employees should notify their immediate supervisors as soon as practicable and provide a statement from their medical providers identifying any pregnancy-related job restrictions or limitations. If at any point during the pregnancy it becomes necessary for the employee to take a leave of absence, such leave shall be granted in accordance with the City's personnel rules and regulations regarding family and medical care leave.

1027.8 PROBATIONARY EMPLOYEES

Probationary employees who are assigned to a temporary modified-duty assignment may have their probation extended by a period of time equal to their assignment to temporary modified duty.

1027.9 MAINTENANCE OF CERTIFICATION AND TRAINING

Employees assigned to temporary modified duty shall maintain all certification, training, and qualifications appropriate to both their regular and temporary duties, provided that the certification, training, or qualifications are not in conflict with any medical limitations or restrictions. Employees who are assigned to temporary modified duty shall inform their supervisors of any inability to maintain any certification, training, or qualifications.

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Performance History Audits

1028.1 PURPOSE AND SCOPE

This policy provides guidance for the use of performance history audits. Performance history audits can help identify commendable performance as well as provide early recognition of training needs and other potential issues (e.g., problematic conduct). This policy addresses the responsibilities, performance indicators, and components of the audit; handling of collected data; and conducting appropriate interventions, when necessary.

1028.2 POLICY

The Truth or Consequences Police Department collects data to assist supervisors with evaluating the performance of their employees, including identifying problematic conduct and providing for appropriate interventions. While it is understood that the statistical compilation of data may be helpful to supervisors, the Department recognizes that it cannot account for, and must carefully balance such data with, the many variables in law enforcement, such as:

- Ability to detect crime.
- Work ethic.
- Assignment and shift.
- Physical abilities (ability to perform the job-related physical tasks).
- Randomness of events.

1028.3 RESPONSIBILITIES

The Chief of Police or the authorized designee is responsible for collecting performance indicators and other relevant data. The data will be compiled to generate quarterly performance history audit reports that will be provided to the Chief of Police or the authorized designee. The Department will utilize confidential methods to compile and track information regarding performance indicators for each officer during each quarter in order to prepare the report. Though generated quarterly, each report should contain data from a one-year time period.

The Chief of Police or the authorized designee should forward a copy of each performance history audit report to the City Attorney for review and retention as attorney work product and confidential personnel information.

1028.4 COMPONENTS OF PERFORMANCE HISTORY AUDITS

Performance history audits should include the following components:

- Performance indicators
- Data analysis
- Employee review
- Follow-up monitoring

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1028.4.1 PERFORMANCE INDICATORS

Performance indicators represent the categories of employee performance activity that the Chief of Police has determined may be relevant data for the generation and analysis of performance history audits. These indicators may include, but are not limited to, the frequency and/or number of:

(a) Use of force incidents.

(b) Involvement and conduct during vehicle pursuits.

(c) Personnel complaints, including the findings.

(d) Commendations, compliments, and awards from the Department and the public.

(e) Claims and civil suits related to the employee's actions or alleged actions.

(f) Canine bite incidents.

(g) Personnel investigations.

(h) District Attorney case rejections and the reasons.

(i) Intentional or unintentional firearm discharges (regardless of injury).

(j) Vehicle accidents.

(k) Missed court appearances.

(l) Documented counseling.

1028.4.2 DATA ANALYSIS

The Chief of Police or the authorized designee will review each performance history audit report and determine whether it should be provided to the officer's immediate supervisor for further consideration.

1028.4.3 EMPLOYEE REVIEW

Upon receipt of a performance history audit report, the supervisor will carefully review the report with the officer to assess any potential trends or other issues that may warrant intervention to improve officer performance and avoid unnecessary uses of force. These interventions could include informal counseling, additional training, or a recommendation for other action, including discipline. The officer shall date and sign the report and should be provided with a copy of the report upon request.

If a supervisor determines that an officer's performance warrants action beyond informal counseling, the supervisor shall advise the Chief of Police or the authorized designee of such recommendation. If the Chief of Police or the authorized designee concurs with the recommendation of the supervisor, the supervisor shall take steps to initiate the appropriate action.

If discipline or other adverse action is initiated against an officer as a result of a performance history audit, the officer shall be entitled to all rights and processes set forth in the Personnel Complaints Policy.

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1028.4.4 FOLLOW-UP MONITORING
Depending upon the results of each performance history audit, a determination should be made by the Chief of Police or the authorized designee, after discussion with the officer's immediate supervisor, about the need, type, and duration of any follow-up. Performance indicators and data analysis will generally provide the basis upon which such decisions should be made.

1028.5 CONFIDENTIALITY OF DATA
Information, data, and copies of material compiled to develop performance history audit reports shall be considered confidential as part of the employee's personnel file and will not be subject to discovery or release except as provided by law. Access to performance history audit reports will be governed under the same process as access to an officer's personnel file, as outlined in the Personnel Records Policy.

Access to the underlying data will be governed by the process for access to the original records (such as police reports).

1028.6 ADVERSE COMMENTS
Officers covered by the Peace Officer's Employer-Employee Relations Act have the right to review and initial a document containing adverse comments prior to its placement in their personnel file. Once the document is placed into their personnel file, the officer may respond in writing to any adverse comments in the manner and within the time allowed by law (NMSA § 29-14-7) (see the Personnel Records Policy).

1028.7 RETENTION
Performance history audit reports and associated records shall be retained in accordance with the established records retention schedule.

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Speech, Expression, and Social Networking

1029.1 PURPOSE AND SCOPE

This policy is intended to address issues associated with the use of social networking sites, and provides guidelines for the regulation and balancing of member speech and expression with the needs of the Truth or Consequences Police Department.

This policy applies to all forms of communication, including but not limited to film, video, print media, public or private speech, and use of all internet services, including the web, email, file transfer, remote computer access, news services, social networking, social media, instant messaging, blogs, forums, video, and other file-sharing sites.

Nothing in this policy is intended to prohibit or infringe upon any communication, speech, or expression that is protected under law. This includes speech and expression protected under state or federal constitutions as well as labor or other applicable laws. For example, this policy does not limit a member from speaking as a private citizen, including acting as an authorized member of a recognized bargaining unit or an employee group, about matters of public concern, such as misconduct or corruption.

Members are encouraged to consult with their supervisors regarding any questions arising from the application or potential application of this policy.

1029.2 POLICY

Members of public entities occupy a trusted position in the community, and thus, their statements have the potential to contravene the policies and performance of the Truth or Consequences Police Department. Due to the nature of the work and influence associated with the law enforcement profession, it is necessary that members of this department be subject to certain reasonable limitations on their speech and expression. To achieve its mission and efficiently provide service to the public, the Department will carefully balance the individual member's rights against the needs and interests of the Department when exercising a reasonable degree of control over its members' speech and expression.

1029.3 SAFETY

Members should carefully consider the implications of their speech or any other form of expression when using the internet. Speech and expression that may negatively affect the safety of Truth or Consequences Police Department members, such as posting personal information in a public forum or posting a photograph taken with a GPS-enabled camera, can result in compromising a member's home address or family ties. Members should therefore not disseminate or post any information on any forum or medium that could reasonably be anticipated to compromise the safety of any member, a member's family, or associates. Examples of the type of information that could reasonably be expected to compromise safety include:

- Disclosing a photograph and name or address of an officer who is working undercover.
- Disclosing the address of a fellow department member.

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- Otherwise disclosing where another officer can be located off-duty.

1029.4 PROHIBITED SPEECH, EXPRESSION, AND CONDUCT

To meet the safety, performance, and public-trust needs of the Truth or Consequences Police Department, the following are prohibited unless the speech is otherwise protected (for example, a member speaking as a private citizen, including acting as an authorized member of a recognized bargaining unit or an employee group, on a matter of public concern):

(a) Speech or expression made pursuant to an official duty that tends to compromise or damage the mission, function, reputation, or professionalism of the Department or its members.

(b) Speech or expression that, while not made pursuant to an official duty, is significantly linked to, or related to, the Department and tends to compromise or damage the mission, function, reputation, or professionalism of the Department or its members. Examples may include:

1. Statements that indicate disregard for the law or the state or U.S. Constitutions.
2. Expression that demonstrates support for criminal activity.
3. Participation in sexually explicit photographs or videos for compensation or distribution.

(c) Speech or expression that could reasonably be foreseen as having a negative impact on the credibility of the member as a witness. For example, posting to a website statements or expressions that glorify or endorse dishonesty, unlawful discrimination, or illegal behavior.

(d) Speech or expression of any form that could reasonably be foreseen as having a negative impact on the safety of the members of the Department (e.g., a statement on a blog that provides specific details as to how and when prisoner transportations are made could reasonably be foreseen as potentially jeopardizing employees by informing criminals of details that could facilitate an escape or attempted escape).

(e) Speech or expression that is contrary to the canons of the Law Enforcement Code of Ethics as adopted by the Department.

(f) Use or disclosure, through whatever means, of any information, photograph, video, or other recording obtained or accessible as a result of employment or appointment with the Department for financial or personal gain, or any disclosure of such materials without the express authorization of the Chief of Police or the authorized designee.

(g) Posting, transmitting, or disseminating any photographs, video or audio recordings, likenesses, or images of department logos, emblems, uniforms, badges, patches, marked vehicles, equipment, or other material that specifically identifies the Truth or Consequences Police Department on any personal or social networking or other website or web page, without the express authorization of the Chief of Police.

Members must take reasonable and prompt action to remove any content, including content posted by others, that is in violation of this policy from any web page or website maintained by the employee (e.g., social or personal website).

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1029.4.1 UNAUTHORIZED ENDORSEMENTS AND ADVERTISEMENTS

While members are not restricted from engaging in the following activities as private citizens or as authorized members of recognized bargaining units or employee groups, members may not represent the Truth or Consequences Police Department or identify themselves in any way that could be reasonably perceived as representing the Department in order to do any of the following, unless specifically authorized by the Chief of Police:

(a) Endorse, support, oppose, or contradict any political campaign or initiative (NMSA § 29-14-10).

(b) Endorse, support, oppose, or contradict any social issue, cause, or religion.

(c) Endorse, support, or oppose any product, service, company, or other commercial entity.

(d) Appear in any commercial, social, or nonprofit publication or any motion picture, film, video, or public broadcast or on any website.

Additionally, when it can reasonably be construed that an employee, acting in their individual capacity or through an outside group or organization, including as an authorized member of a recognized bargaining unit or an employee group, is affiliated with this department, the member shall give a specific disclaiming statement that any such speech or expression is not representative of the Truth or Consequences Police Department.

Members retain their rights to vote as they choose, to support candidates of their choice, and to express their opinions as private citizens, including as authorized members of recognized bargaining units or employee groups, on political subjects and candidates at all times while off-duty. However, members may not use their official authority or influence to interfere with or affect the result of elections or nominations for office. Members are also prohibited from directly or indirectly using their official authority to coerce, command, or advise another employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes (5 USC § 1502).

1029.5 PRIVACY EXPECTATION

Members forfeit any expectation of privacy with regard to emails, texts, or anything published or maintained through file-sharing software or any internet site (e.g., Facebook) that is accessed, transmitted, received, or reviewed on any department technology system (see the Information Technology Use Policy for additional guidance).

1029.6 CONSIDERATIONS

In determining whether to grant authorization of any speech or conduct that is prohibited under this policy, the factors that the Chief of Police or the authorized designee should consider include:

(a) Whether the speech or conduct would negatively affect the efficiency of delivering public services.

(b) Whether the speech or conduct would be contrary to the good order of the Department or the efficiency or morale of its members.

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(c) Whether the speech or conduct would reflect unfavorably upon the Department.

(d) Whether the speech or conduct would negatively affect the member's appearance of impartiality in the performance of their duties.

(e) Whether similar speech or conduct has been previously authorized.

(f) Whether the speech or conduct may be protected and outweighs any interest of the Department.

1029.7 TRAINING

Subject to available resources, the Department should provide training regarding the limitations on speech, expression, and use of social networking to all members of the Department.

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Illness and Injury Prevention

1030.1 PURPOSE AND SCOPE

The purpose of this policy is to establish an ongoing and effective plan to reduce the incidence of illness and injury for members of the Truth or Consequences Police Department.

This policy specifically applies to illness and injury that results in lost time or that requires medical treatment beyond first aid. Although this policy provides the essential guidelines for a plan that reduces illness and injury, it may be supplemented by procedures outside the Policy Manual.

This policy does not supersede, but supplements any related Citywide safety efforts.

1030.2 POLICY

The Truth or Consequences Police Department is committed to providing a safe environment for its members and visitors and to minimizing the incidence of work-related illness and injuries. The Department will establish and maintain an illness and injury prevention plan and will provide tools, training, and safeguards designed to reduce the potential for accidents, injuries, and illness. It is the intent of the Department to comply with all laws and regulations related to occupational safety.

1030.3 ILLNESS AND INJURY PREVENTION PLAN

The Chief of Police or the authorized designee is responsible for developing an illness and injury prevention plan that shall include:

(a) Workplace safety and health training programs.

(b) Regularly scheduled safety meetings.

(c) Posted or distributed safety information.

(d) A system for members to anonymously inform management about workplace hazards.

(e) Establishment of a safety and health committee that will:

1. Meet regularly.
2. Prepare a written record of safety and health committee meetings.
3. Review the results of periodic scheduled inspections.
4. Review investigations of accidents and exposures.
5. Make suggestions to command staff for the prevention of future incidents.
6. Review investigations of alleged hazardous conditions.
7. Submit recommendations to assist in the evaluation of member safety suggestions.
8. Assess the effectiveness of efforts made by the Department to meet applicable standards.

(f) Establishing a process to ensure illnesses and injuries are reported as required under 11.5.1.16 NMAC. Notification is required within eight hours after the death of any employee, and within 24 hours of an inpatient hospitalization of one or more

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employees, or an amputation or loss of an eye as a result of a work-related incident (29 CFR 1904.39).

1030.4 CHIEF OF POLICE RESPONSIBILITIES

The responsibilities of the Chief of Police include but are not limited to:

(a) Managing and implementing a plan to reduce the incidence of member illness and injury.

(b) Ensuring that a system of communication is in place that facilitates a continuous flow of safety and health information between supervisors and members. This system shall include:

1. New member orientation that includes a discussion of safety and health policies and procedures.
2. Regular member review of the illness and injury prevention plan.

(c) Ensuring that all safety and health policies and procedures are clearly communicated and understood by all members.

(d) Taking reasonable steps to ensure that all members comply with safety rules in order to maintain a safe work environment. This includes but is not limited to:

1. Informing members of the illness and injury prevention guidelines.
2. Recognizing members who perform safe work practices.
3. Ensuring that the member evaluation process includes member safety performance.
4. Ensuring department compliance to meet standards regarding the following:
    (a) Communicable diseases
    (b) Personal protective equipment (PPE) (see the Personal Protective Equipment Policy)
    (c) Emergency Action Plan (29 CFR 1910.38; 11.5.2.9 NMAC)

(e) Making available a form to document inspections, unsafe conditions, or unsafe work practices, and actions taken to correct unsafe conditions and work practices.

(f) Making available a form to document individual incidents or accidents.

(g) Making available a form to document the safety and health training of each member. This form will include the member's name or other identifier, training dates, type of training, and training providers.

(h) Conducting and documenting a regular review of the illness and injury prevention plan.

1030.5 SUPERVISOR RESPONSIBILITIES

Supervisor responsibilities include but are not limited to:

(a) Ensuring member compliance with illness and injury prevention guidelines and answering questions from members about this policy.

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(b) Training, counseling, instructing, or making informal verbal admonishments any time safety performance is deficient. Supervisors may also initiate discipline when it is reasonable and appropriate under the Standards of Conduct Policy.

(c) Establishing and maintaining communication with members on health and safety issues. This is essential for an injury-free, productive workplace.

(d) Completing required forms and reports relating to illness and injury prevention; such forms and reports shall be submitted to the Chief of Police.

(e) Notifying the Chief of Police when:

1. New substances, processes, procedures, or equipment that present potential new hazards are introduced into the work environment.
2. New, previously unidentified hazards are recognized.
3. Occupational illnesses and injuries occur.
4. New and/or permanent or intermittent members are hired or reassigned to processes, operations, or tasks for which a hazard evaluation has not been previously conducted.
5. Workplace conditions warrant an inspection.

1030.6 HAZARDS

All members should report and/or take reasonable steps to correct unsafe or unhealthy work conditions, practices, or procedures in a timely manner. Members should make their reports to a supervisor (as a general rule, their own supervisors).

Supervisors should make reasonable efforts to correct unsafe or unhealthy work conditions in a timely manner, based on the severity of the hazard. These hazards should be corrected when observed or discovered, when it is reasonable to do so. When a hazard exists that cannot be immediately abated without endangering members or property, supervisors should protect or remove all exposed members from the area or item, except those necessary to correct the existing condition.

Members who are necessary to correct the hazardous condition shall be provided with the necessary protection.

All significant actions taken and dates they are completed shall be documented on the appropriate form. This form should be forwarded to the Chief of Police or the authorized designee.

The Chief of Police or the authorized designee will take appropriate action to ensure the illness and injury prevention plan addresses potential hazards upon such notification.

1030.7 INSPECTIONS

Safety inspections are crucial to a safe work environment. These inspections identify and evaluate workplace hazards and permit mitigation of those hazards. A hazard assessment checklist should be used for documentation and to ensure a thorough assessment of the work environment.

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The Chief of Police or the authorized designee shall ensure that the appropriate documentation is completed for each inspection.

1030.7.1 EQUIPMENT
Members are charged with daily vehicle inspections of their assigned vehicles and of their PPE prior to working in the field. Members shall complete the appropriate form if an unsafe condition cannot be immediately corrected. Members should forward this form to their supervisors.

1030.8 INVESTIGATIONS

Any member sustaining any work-related illness or injury, as well as any member who is involved in any accident or hazardous substance exposure while on-duty, shall report such event as soon as practicable to a supervisor. Members observing or learning of a potentially hazardous condition are to promptly report the condition to their immediate supervisors.

A supervisor receiving such a report should personally investigate the incident or ensure that an investigation is conducted. Investigative procedures for workplace accidents and hazardous substance exposures should include:

(a) A visit to the accident scene as soon as possible.

(b) An interview of the injured member and witnesses.

(c) An examination of the workplace for factors associated with the accident/exposure.

(d) Determination of the cause of the accident/exposure.

(e) Corrective action to prevent the accident/exposure from reoccurring.

(f) Documentation of the findings and corrective actions taken.

Additionally, the supervisor should proceed with the steps to report an on-duty injury, as required under the Work-Related Injury and Occupational Disease Reporting Policy, in conjunction with this investigation to avoid duplication and ensure timely reporting.

1030.9 TRAINING

The Chief of Police or the authorized designee should work with the Training Manager to provide all members, including supervisors, with training on general and job-specific workplace safety and health practices. Training shall be provided:

(a) To supervisors to familiarize them with the safety and health hazards to which members under their immediate direction and control may be exposed.

(b) To all members with respect to hazards specific to each member's job assignment.

(c) To all members given new job assignments for which training has not previously been provided.

(d) Whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard.

(e) Whenever the Department is made aware of a new or previously unrecognized hazard.

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1030.9.1 TRAINING TOPICS

The Training Manager shall ensure that training includes:

(a) Reporting unsafe conditions and work practices, reporting injuries, and informing a supervisor when additional instruction is needed.

(b) Use of appropriate clothing, including gloves and footwear.

(c) Use of respiratory equipment.

(d) Availability of toilet, hand-washing, and drinking-water facilities.

(e) Provisions for medical services and first aid.

(f) Handling of bloodborne pathogens and other biological hazards.

(g) Prevention of heat and cold stress.

(h) Identification and handling of hazardous materials, including chemical hazards to which members could be exposed, and review of resources for identifying and mitigating hazards (e.g., hazard labels, Safety Data Sheets (SDS)).

(i) Mitigation of physical hazards, such as heat and cold stress, noise, and ionizing and non-ionizing radiation.

(j) Identification and mitigation of ergonomic hazards, including working on ladders or in a stooped posture for prolonged periods.

(k) Back exercises/stretches and proper lifting techniques.

(l) Avoidance of slips and falls.

(m) Good housekeeping and fire prevention.

(n) Other job-specific safety concerns.

1030.10 RECORDS

Records and training documentation relating to illness and injury prevention will be maintained in accordance with the established records retention schedule.

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Line-of-Duty Deaths

1031.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance to members of the Truth or Consequences Police Department in the event of the death of a member occurring in the line of duty and to direct the Department in providing proper support for the member's survivors.

The Chief of Police may also apply some or all of this policy for a non-line-of-duty member death, or in situations where members are injured in the line of duty and the injuries are life-threatening.

1031.1.1 DEFINITIONS

Definitions related to this policy include:

Line-of-duty death - The death of an officer during the course of performing law enforcement-related functions while on- or off-duty, or a non-sworn member during the course of performing assigned duties.

For an officer, a line-of-duty death includes death that is the direct and proximate result of a personal injury sustained in the line of duty (34 USC § 10281).

Survivors - Immediate family members of the deceased member, which can include spouse, children, parents, other next of kin, or significant others. The determination of who should be considered a survivor for purposes of this policy should be made on a case-by-case basis given the individual's relationship with the member and whether the individual was previously designated by the deceased member.

1031.2 POLICY

It is the policy of the Truth or Consequences Police Department to make appropriate notifications and to provide assistance and support to survivors and coworkers of a member who dies in the line of duty.

It is also the policy of this department to respect the requests of the survivors when they conflict with these guidelines, as appropriate.

1031.3 INITIAL ACTIONS BY THE CHIEF OF POLICE

(a) Upon learning of a line-of-duty death, the deceased member's supervisor should provide all reasonably available information to the Chief of Police and SCRDA.

1. Communication of information concerning the member and the incident should be restricted to secure networks to avoid interception by the media or others (see the Public Information Officer section of this policy).

(b) The Chief of Police or the authorized designee should ensure that notifications are made in accordance with the Officer-Involved Shootings and Deaths and Major Incident Notification policies as applicable.

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(c) If the member has been transported to the hospital, the Chief of Police or the authorized designee should respond to the hospital to assume temporary responsibilities as the Hospital Liaison.

(d) The Chief of Police or the authorized designee should assign members to handle survivor notifications and assign members to the roles of Hospital Liaison (to relieve the temporary Hospital Liaison) and the Department Liaison as soon as practicable (see the Notifying Survivors section and the Department Liaison and Hospital Liaison subsections in this policy).

1031.4 NOTIFYING SURVIVORS

Survivors should be notified as soon as possible in order to avoid the survivors hearing about the incident in other ways.

The Chief of Police or the authorized designee should review the deceased member's emergency contact information and make accommodations to respect the member's wishes and instructions specific to notifying survivors. However, notification should not be excessively delayed because of attempts to assemble a notification team in accordance with the member's wishes.

The Chief of Police or the authorized designee should select at least two members to conduct notification of survivors, one of which may be the Department chaplain.

Notifying members should:

(a) Make notifications in a direct and compassionate manner, communicating as many facts of the incident as possible, including the current location of the member. Information that is not verified should not be provided until an investigation has been completed.

(b) Determine the method of notifying surviving children by consulting with other survivors and taking into account factors such as the child's age, maturity, and current location (e.g., small children at home, children in school).

(c) Plan for concerns such as known health concerns of survivors or language barriers.

(d) Offer to transport survivors to the hospital, if appropriate. Survivors should be transported in department vehicles. Notifying members shall inform the Hospital Liaison over a secure network that the survivors are on their way to the hospital. Notifying members should remain at the hospital while the survivors are present.

(e) When survivors are not at their residences or known places of employment, actively seek information and follow leads from neighbors, other law enforcement, postal authorities, and other sources of information in order to accomplish notification in as timely a fashion as possible. Notifying members shall not disclose the reason for their contact other than a family emergency.

(f) If making notification at a survivor's workplace, ask a workplace supervisor for the use of a quiet, private room to meet with the survivor. Members shall not inform the workplace supervisor of the purpose of their visit other than to indicate that it is a family emergency.

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(g) Offer to call other survivors, friends, or clergy to support the survivors and to avoid leaving survivors alone after notification.

(h) Assist the survivors with meeting child care or other immediate needs.

(i) Provide other assistance to survivors and take reasonable measures to accommodate their needs, wishes, and desires. Care should be taken not to make promises or commitments to survivors that cannot be met.

(j) Inform the survivors of the name and phone number of the Survivor Support Liaison (see the Survivor Support Liaison section of this policy), if known, and the Department Liaison.

(k) Provide their contact information to the survivors before departing.

(l) Document the survivors' names and contact information, as well as the time and location of notification. This information should be forwarded to the Department Liaison.

(m) Inform the Chief of Police or the authorized designee once survivor notifications have been made so that other Truth or Consequences Police Department members may be apprised that survivor notifications are complete.

1031.4.1 OUT-OF-AREA NOTIFICATIONS

The Department Liaison should request assistance from law enforcement agencies in appropriate jurisdictions for in-person notification to survivors who are out of the area.

(a) The Department Liaison should contact the appropriate jurisdiction using a secure network and provide the assisting agency with the name and telephone number of the department member that the survivors can call for more information following the notification by the assisting agency.

(b) The Department Liaison may assist in making transportation arrangements for the member’s survivors, but will not obligate the Department to pay travel expenses without the authorization of the Chief of Police.

1031.5 NOTIFYING DEPARTMENT MEMBERS

The Chief of Police or the authorized designee is responsible for notifying department members of the line-of-duty death as soon as possible after the survivor notification is made. Notifications and related information should be communicated in person or using secure networks and should not be transmitted over the radio.

Notifications should be made in person and as promptly as possible to all members on-duty at the time of the incident. Members reporting for subsequent shifts within a short amount of time should be notified in person at the beginning of their shifts. Members reporting for duty from their residences should be instructed to contact their supervisors as soon as practicable. Those members who are working later shifts or are on days off should be notified by phone as soon as practicable.

Members having a close bond with the deceased member should be notified of the incident in person. The Chief of Police or the authorized designee should consider assistance (e.g., peer

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support, modifying work schedules, approving sick leave) for members who are especially affected by the incident.

The Chief of Police or the authorized designee should direct members not to disclose any information outside the Department regarding the deceased member or the incident.

1031.6 LIAISONS AND COORDINATORS

The Chief of Police or the authorized designee should select members to serve as liaisons and coordinators to handle responsibilities related to a line-of-duty death, including but not limited to:

(a) Department Liaison.

(b) Hospital Liaison.

(c) Survivor Support Liaison.

(d) Wellness Support Liaison.

(e) Funeral Liaison.

(f) Mutual aid coordinator.

(g) Benefits Liaison.

(h) Finance coordinator.

Liaisons and coordinators will be directed by the Department Liaison and should be given sufficient duty time to complete their assignments.

Members may be assigned responsibilities of more than one liaison or coordinator position depending on available department resources. The Department Liaison may assign separate liaisons and coordinators to accommodate multiple family units, if needed. The Department should consider seeking assistance from surrounding law enforcement agencies to fill liaison and coordinator positions, as appropriate.

1031.6.1 DEPARTMENT LIAISON

The Department Liaison should be of sufficient rank to effectively coordinate department resources, and should serve as a facilitator between the deceased member's survivors and the Department. The Department Liaison reports directly to the Chief of Police. The Department Liaison's responsibilities include but are not limited to:

(a) Directing the other liaisons and coordinators in fulfilling survivors' needs and requests. Consideration should be given to organizing the effort using the National Incident Management System.

(b) Establishing contact with survivors within 24 hours of the incident and providing them contact information.

(c) Advising survivors of the other liaison and coordinator positions and their roles and responsibilities.

(d) Identifying locations that will accommodate a law enforcement funeral and presenting the options to the appropriate survivors, who will select the location.

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(e) Coordinating all official law enforcement notifications and arrangements.

(f) Making necessary contacts for authorization to display flags at half-staff.

(g) Reminding department members of appropriate information-sharing restrictions regarding the release of information that could undermine future legal proceedings.

(h) Coordinating security checks of the member's residence as necessary and reasonable.

(i) Serving as a liaison with visiting law enforcement agencies during memorial and funeral services.

1031.6.2 HOSPITAL LIAISON

The Hospital Liaison should work with hospital personnel to:

(a) Establish a command post or incident command system, as appropriate, to facilitate management of the situation and its impact on hospital operations (e.g., influx of people, parking).

(b) Arrange for appropriate and separate waiting areas for:

1. The survivors and others whose presence is requested by the survivors.
2. Department members and friends of the deceased member.
3. Media personnel.

(c) Ensure, as practicable, that any suspects who are in the hospital and their families or friends are not in proximity to the member's survivors or Truth or Consequences Police Department members (except for members who may be guarding a suspect).

(d) Arrange for survivors to receive timely updates regarding the member before information is released to others.

(e) Arrange for survivors to have private time with the member, if requested.

1. The Hospital Liaison or hospital personnel may need to explain the condition of the member to the survivors to prepare them accordingly.
2. The Hospital Liaison should accompany the survivors into the room, if requested.

(f) Stay with survivors and provide them with other assistance as needed at the hospital.

(g) If applicable, explain to the survivors why an autopsy may be needed.

(h) Make arrangements for hospital bills to be directed to the Department, that the survivors are not asked to sign as guarantor of payment for any hospital treatment, and that the member's residence address, insurance information, and next of kin are not included on hospital paperwork.

Other responsibilities of the Hospital Liaison include but are not limited to:

- Arranging transportation for the survivors back to their residence.
- Working with investigators to gather and preserve the deceased member's equipment and other items that may be of evidentiary value.

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- Documenting their actions at the conclusion of duties.

1031.6.3 SURVIVOR SUPPORT LIAISON

The Survivor Support Liaison should work with the Department Liaison to fulfill the immediate needs and requests of the survivors of any member who has died in the line of duty, and serve as the long-term department contact for survivors.

The Survivor Support Liaison should be selected by the Chief of Police or the authorized designee. The following should be considered when selecting the Survivor Support Liaison:

- The liaison should be an individual the survivors know and with whom they are comfortable working.
- The selection may be made from names recommended by the deceased member's supervisor and/or coworkers. The deceased member's partner or close friends may not be the best selections for this assignment because the emotional connection to the member or survivors may impair their ability to conduct adequate liaison duties.
- The liaison must be willing to assume the assignment with an understanding of the emotional and time demands involved.

The responsibilities of the Survivor Support Liaison include but are not limited to:

(a) Arranging for transportation of survivors to hospitals, places of worship, funeral homes, and other locations, as appropriate.

(b) Communicating with the Department Liaison regarding appropriate security measures for the family residence, as needed.

(c) If requested by the survivors, providing assistance with instituting methods of screening telephone calls made to their residence after the incident.

(d) Providing assistance with travel and lodging arrangements for out-of-town survivors.

(e) Returning the deceased member's personal effects from the Department and the hospital to the survivors. The following should be considered when returning the personal effects:

1. Items should not be delivered to the survivors until they are ready to receive the items.
2. Items not retained as evidence should be delivered in a clean, unmarked box.
3. All clothing not retained as evidence should be cleaned and made presentable (e.g., items should be free of blood or other signs of the incident).
4. The return of some personal effects may be delayed due to ongoing investigations.

(f) Assisting with the return of department-issued equipment that may be at the deceased member's residence.

1. Unless there are safety concerns, the return of the equipment should take place after the funeral at a time and in a manner considerate of the survivors' wishes.

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(g) Working with the Wellness Support Liaison for survivors to have access to available counseling services.

(h) Coordinating with the department's Public Information Officer (PIO) to brief the survivors on pending press releases related to the incident and to assist the survivors with media relations in accordance with their wishes (see the Public Information Officer section of this policy).

(i) Briefing survivors on investigative processes related to the line-of-duty death, such as criminal, internal, and administrative investigations.

(j) Informing survivors of any related criminal proceedings and accompanying them to such proceedings.

(k) Introducing survivors to prosecutors, victim's assistance personnel, and other involved personnel as appropriate.

(l) Maintaining long-term contact with survivors and taking measures to sustain a supportive relationship (e.g., follow-up visits, phone calls, cards on special occasions, special support during holidays).

(m) Inviting survivors to department activities, memorial services (e.g., as applicable, the Annual Candlelight Vigil at the National Law Enforcement Officers Memorial), or other functions as appropriate.

Survivor Support Liaisons providing services after an incident resulting in multiple members being killed should coordinate with and support each other through conference calls or meetings as necessary.

The Department recognizes that the duties of a Survivor Support Liaison will often affect regular assignments over many years, and is committed to supporting members in the assignment.

If needed, the Survivor Support Liaison should be issued a personal communication device (PCD) owned by the Department to facilitate communications necessary to the assignment. The department-issued PCD shall be used in accordance with the Personal Communication Devices Policy.

1031.6.4 WELLNESS SUPPORT LIAISON

The Wellness Support Liaison should work with the department wellness coordinator or the authorized designee and other liaisons and coordinators to make wellness support and counseling services available to members and survivors who are impacted by a line-of-duty death. The responsibilities of the Wellness Support Liaison include but are not limited to:

(a) Identifying members who are likely to be significantly affected by the incident and may have an increased need for wellness support and counseling services, including:

1. Members involved in the incident.
2. Members who witnessed the incident.
3. Members who worked closely with the deceased member but were not involved in the incident.

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(b) Making arrangements for members who were involved in or witnessed the incident to be relieved of department responsibilities until they can receive wellness support.

(c) Making wellness support and counseling resources (e.g., peer support, Critical Incident Stress Debriefing) available to members as soon as reasonably practicable following the line-of-duty death.

(d) Coordinating with the Survivor Support Liaison to inform survivors of available wellness support and counseling services and assisting with arrangements as needed.

(e) Following up with members and the Survivor Support Liaison in the months following the incident to determine if additional wellness support or counseling services are needed.

1031.6.5 FUNERAL LIAISON

The Funeral Liaison should work with the Department Liaison, Survivor Support Liaison, and survivors to coordinate funeral arrangements to the extent the survivors wish. The Funeral Liaison's responsibilities include but are not limited to:

(a) Assisting survivors in working with the funeral director regarding funeral arrangements and briefing them on law enforcement funeral procedures.

(b) Completing funeral notification to other law enforcement agencies.

(c) Coordinating the funeral activities of the Department, including but not limited to the following:

1. Honor Guard
    (a) Casket watch
    (b) Color guard
    (c) Pallbearers
    (d) Bell/rifle salute
2. Bagpipers/bugler
3. Uniform for burial
4. Flag presentation
5. Last radio call

(d) Briefing the Chief of Police and command staff concerning funeral arrangements.

(e) Assigning an officer to remain at the family home during the viewing and funeral.

(f) Arranging for transportation of the survivors to and from the funeral home and interment site using department vehicles and drivers.

(g) Addressing event-related logistical matters (e.g., parking, visitor overflow, public assembly areas).

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1031.6.6 MUTUAL AID COORDINATOR

The mutual aid coordinator should work with the Department Liaison and the Funeral Liaison to request and coordinate any assistance from outside law enforcement agencies needed for, but not limited to:

(a) Traffic control during the deceased member's funeral.

(b) Area coverage so that as many Truth or Consequences Police Department members can attend funeral services as possible.

The mutual aid coordinator should perform duties in accordance with the Outside Agency Assistance Policy.

Where practicable, the Chief of Police should appoint a mutual aid coordinator to identify external resources in advance of any need (e.g., regional honor guard teams, county- or state-wide resources).

1031.6.7 BENEFITS LIAISON

The Benefits Liaison should provide survivors with information concerning available benefits and will assist them in applying for benefits. Responsibilities of the Benefits Liaison include but are not limited to:

(a) Confirming the filing of workers' compensation claims and related paperwork (see the Work-Related Injury and Occupational Disease Reporting Policy).

(b) Researching and assisting survivors with application for federal government survivor benefits, such as those offered through the following:

1. Public Safety Officers' Benefits Program, including financial assistance available through the Public Safety Officers' Educational Assistance (PSOEA) Program, as applicable (34 USC § 10281 et seq.).
2. Social Security Administration.
3. Department of Veterans Affairs.

(c) Researching and assisting survivors with application for state and local government survivor benefits.

1. Law Enforcement Protection Fund (NMSA § 29-13-2 et seq.).
2. Peace Officers', New Mexico Mounted Patrol Members', and Reserve Police Officers' Survivors Supplemental Benefits Act (NMSA § 29-4A-2 et seq.).

(d) Researching and assisting survivors with application for other survivor benefits such as:

1. Private foundation survivor benefits programs.
2. Survivor scholarship programs.

(e) Researching and informing survivors of support programs sponsored by police associations and other organizations.

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(f) Documenting and informing survivors of inquiries and interest regarding public donations to the survivors.

1. If requested, working with the finance coordinator to assist survivors with establishing a process for the receipt of public donations.

(g) Providing survivors with a summary of the nature and amount of benefits applied for, including the name of a contact person at each benefit office. Printed copies of the summary and benefit application documentation should be provided to affected survivors.

(h) Maintaining contact with the survivors and assisting with subsequent benefit questions and processes as needed.

1031.6.8 FINANCE COORDINATOR

The finance coordinator should work with the Chief of Police and the Department Liaison to manage financial matters related to the line-of-duty death. The finance coordinator's responsibilities include but are not limited to:

(a) Establishing methods for purchasing and monitoring costs related to the incident.

(b) Providing information on finance-related issues, such as:

1. Paying survivors' travel costs if authorized.
2. Transportation costs for the deceased.
3. Funeral and memorial costs.
4. Related funding or accounting questions and issues.

(c) Working with the Benefits Liaison to establish a process for the receipt of public donations to the deceased member's survivors.

(d) Providing accounting and cost information as needed.

1031.7 PUBLIC INFORMATION OFFICER

In the event of a line-of-duty death, the department's PIO should be the department's contact point for the media. As such, the PIO should coordinate with the Department Liaison to:

(a) Collect and maintain the most current incident information and determine what information should be released.

(b) Instruct department members to direct any media inquiries to the PIO.

(c) Prepare necessary press releases.

1. Coordinate with other entities having media roles (e.g., outside agencies involved in the investigation or incident).
2. Disseminate important public information, such as information on how the public can show support for the Department and deceased member's survivors.

(d) Arrange for community and media briefings by the Chief of Police or the authorized designee as appropriate.

(e) Respond, or coordinate the response, to media inquiries.

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(f) If requested, assist the member's survivors with media inquiries.

1. Brief the survivors on handling sensitive issues such as the types of questions that reasonably could jeopardize future legal proceedings.

(g) Release information regarding memorial services and funeral arrangements to department members, other agencies, and the media as appropriate.

(h) If desired by the survivors, arrange for the recording of memorial and funeral services via photos and/or video.

The identity of deceased members should be withheld until the member's survivors have been notified. If the media have obtained identifying information for the deceased member prior to survivor notification, the PIO should request that the media withhold the information from release until proper notification can be made to survivors. The PIO should notify media when survivor notifications have been made.

1031.8 CHAPLAIN DUTIES

A chaplain may serve a significant role in line-of-duty deaths. Chaplain duties may include but are not limited to:

- Assisting with survivor notifications and assisting the survivors with counseling, emotional support, or other matters, as appropriate.
- Assisting liaisons and coordinators with their assignments, as appropriate.
- Assisting department members with counseling or emotional support, as requested and appropriate.

Further information on the potential roles and responsibilities of the chaplain is in the Chaplains Policy.

1031.9 INVESTIGATION OF THE INCIDENT

The Chief of Police should make necessary assignments to conduct thorough investigations of any line-of-duty death and may choose to use the investigation process outlined in the Officer-Involved Shootings and Deaths Policy.

Investigators from other agencies may be assigned to work on any criminal investigation related to line-of-duty deaths. Partners, close friends, or personnel who worked closely with the deceased member should not have any investigative responsibilities because such relationships may impair the objectivity required for an impartial investigation of the incident.

Involved department members should be kept informed of the progress of the investigations and provide investigators with any information that may be pertinent to the investigations.

1031.10 LINE-OF-DUTY DEATH OF A LAW ENFORCEMENT ANIMAL

The Chief of Police may authorize appropriate memorial and funeral services for law enforcement animals killed in the line of duty.

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1031.11 NON-LINE-OF-DUTY DEATH

The Chief of Police may authorize certain support services for the death of a member not occurring in the line of duty.

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Wellness Program

1032.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance on establishing and maintaining a proactive wellness program for department members.

The wellness program is intended to be a holistic approach to a member's well-being and encompasses aspects such as physical fitness, mental health, and overall wellness.

Additional information on member wellness is provided in the:

- Chaplains Policy.
- Line-of-Duty Deaths Policy.
- Drug- and Alcohol-Free Workplace Policy.

1032.1.1 DEFINITIONS

Definitions related to this policy include:

Critical incident – An event or situation that may cause a strong emotional, cognitive, or physical reaction that has the potential to interfere with daily life.

Critical Incident Stress Debriefing (CISD) – A standardized approach using a discussion format to provide education, support, and emotional release opportunities for members involved in work-related critical incidents.

Peer support – Mental and emotional wellness support provided by peers trained to help members cope with critical incidents and certain personal or professional problems.

1032.2 POLICY

It is the policy of the Truth or Consequences Police Department to prioritize member wellness to foster fitness for duty and support a healthy quality of life for department members. The Department will maintain a wellness program that supports its members with proactive wellness resources, critical incident response, and follow-up support.

1032.3 WELLNESS COORDINATOR

The Chief of Police should appoint a trained wellness coordinator. The coordinator should report directly to the Chief of Police or the authorized designee and should collaborate with advisers (e.g., Department of Human Resources, legal counsel, licensed psychotherapist, qualified health professionals), as appropriate, to fulfill the responsibilities of the position, including but not limited to:

(a) Identifying wellness support providers (e.g., licensed psychotherapists, external peer support providers, physical therapists, dietitians, physical fitness trainers holding accredited certifications).

1. As appropriate, selected providers should be trained and experienced in providing mental wellness support and counseling to public safety personnel.

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2. When practicable, the Department should not use the same licensed psychotherapist for both member wellness support and fitness for duty evaluations.

(b) Developing management and operational procedures for department peer support members, such as:

1. Peer support member selection and retention.
2. Training and applicable certification requirements.
3. Deployment.
4. Managing potential conflicts between peer support members and those seeking service.
5. Monitoring and mitigating peer support member emotional fatigue (i.e., compassion fatigue) associated with providing peer support.
6. Using qualified peer support personnel from other public safety agencies or outside organizations for department peer support, as appropriate.

(c) Verifying members have reasonable access to peer support or licensed psychotherapist support.

(d) Establishing procedures for CISDs, including:

1. Defining the types of incidents that may initiate debriefings.
2. Steps for organizing debriefings.

(e) Facilitating the delivery of wellness information, training, and support through various methods appropriate for the situation (e.g., phone hotlines, electronic applications).

(f) Verifying a confidential, appropriate, and timely Employee Assistance Program (EAP) is available for members. This also includes:

1. Obtaining a written description of the program services.
2. Providing for the methods to obtain program services.
3. Providing referrals to the EAP for appropriate diagnosis, treatment, and follow-up resources.
4. Obtaining written procedures and guidelines for referrals to, or mandatory participation in, the program.
5. Obtaining training for supervisors in their role and responsibilities, and identification of member behaviors that would indicate the existence of member concerns, problems, or issues that could impact member job performance.

(g) Assisting members who have become disabled with application for federal government benefits such as those offered through the Public Safety Officers' Benefits Program (34 USC § 10281 et seq.).

1. The coordinator should work with appropriate Department liaisons to assist qualified members and survivors with benefits, wellness support, and counseling

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services, as applicable, when there has been a member death (see the Line-of-Duty Deaths Policy for additional guidance).

1032.4 DEPARTMENT PEER SUPPORT

1032.4.1 PEER SUPPORT MEMBER SELECTION CRITERIA

The selection of a department peer support member will be at the discretion of the coordinator. Selection should be based on the member's:

- Desire to be a peer support member.
- Experience or tenure.
- Demonstrated ability as a positive role model.
- Ability to communicate and interact effectively.
- Evaluation by supervisors and any current peer support members.

1032.4.2 PEER SUPPORT MEMBER RESPONSIBILITIES

The responsibilities of department peer support members include:

(a) Providing pre- and post-critical incident support.

(b) Presenting department members with periodic training on wellness topics, including but not limited to:

1. Stress management.
2. Suicide prevention.
3. How to access support resources.

(c) Providing referrals to licensed psychotherapists and other resources, where appropriate.

1. Referrals should be made to department-designated resources in situations that are beyond the scope of the peer support member's training.

1032.4.3 PEER SUPPORT MEMBER TRAINING

A department peer support member should complete department-approved training prior to being assigned.

1032.5 CRITICAL INCIDENT STRESS DEBRIEFINGS

A Critical Incident Stress Debriefing should occur as soon as practicable following a critical incident. The coordinator is responsible for organizing the debriefing. Notes and recorded statements shall not be taken because the sole purpose of the debriefing is to help mitigate the stress-related effects of a critical incident.

The debriefing is not part of any investigative process. Care should be taken not to release or repeat any communication made during a debriefing unless otherwise authorized by policy, law, or a valid court order.

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Attendance at the debriefing should only include peer support members and those directly involved in the incident.

1032.6 PEER SUPPORT COMMUNICATIONS

Although the Department will honor the sensitivity of communications with peer support members, there is no legal privilege to such communications.

1032.7 PHYSICAL WELLNESS PROGRAM

The coordinator is responsible for establishing guidelines for any on-duty physical wellness program, including the following:

(a) Voluntary participation by members

(b) Allowable physical fitness activities

(c) Permitted times and locations for physical fitness activities

(d) Acceptable use of department-provided physical fitness facilities and equipment

(e) Individual health screening and fitness assessment

(f) Individual education (e.g., nutrition, sleep habits, proper exercise, injury prevention) and goal-setting

(g) Standards for fitness incentive programs. The coordinator should collaborate with the appropriate entities (e.g., human resources, legal counsel) to verify that any standards are nondiscriminatory

(h) Maintenance of physical wellness logs (e.g., attendance, goals, standards, progress)

(i) Ongoing support and evaluation

1032.8 WELLNESS PROGRAM AUDIT

At least annually, the coordinator or the authorized designee should audit the effectiveness of the department's wellness program and prepare a report summarizing the findings. The report shall not contain the names of members participating in the wellness program, and should include the following information:

- Data on the types of support services provided
- Wait times for support services
- Participant feedback, if available
- Program improvement recommendations
- Policy revision recommendations

The coordinator should present the completed audit to the Chief of Police for review and consideration of updates to improve program effectiveness.

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1032.9 TRAINING

The coordinator or the authorized designee should collaborate with the Training Manager to provide all members with regular education and training on topics related to member wellness, including but not limited to:

- The availability and range of department wellness support systems.
- Suicide prevention.
- Recognizing and managing mental distress, emotional fatigue, post-traumatic stress, and other possible reactions to trauma.
- Alcohol and substance disorder awareness.
- Countering sleep deprivation and physical fatigue.
- Anger management.
- Marriage and family wellness.
- Benefits of exercise and proper nutrition.
- Effective time and personal financial management skills.

Training materials, curriculum, and attendance records should be forwarded to the Training Manager as appropriate for inclusion in training records.

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Attachments

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Department

MOU Animal Control and Shelter Services.pdf

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MEMORANDUM OF UNDERSTANDING (MOU)
by and between Village of Williamsburg and the City of Truth or Consequences Regarding Provision of Animal Control and Animal Shelter Services

This Memorandum of Understanding (MOU) is made and entered into effective upon execution by the Village of Williamsburg ("Village"), a New Mexico Municipal Corporation, and the City of Truth or Consequences ("City"), a New Mexico Municipal Corporation, for the purposes and consideration hereinafter set forth.

RECITALS

WHEREAS, the Village has a contiguous boundary with the City; and

WHEREAS, the Village desires to engage the services of the City for the provision of 1) Animal Control Services and 2) Animal Shelter Services to the Village, and the City desires to provide such services to the Village, on the terms and conditions hereafter stated.

NOW THEREFORE, for and in consideration of the premises, and the mutual agreements of the parties hereinafter set forth, the Village and the City agree as follows:

1.0 AUTHORITY TO ENTER INTO A MOU

1.1 The Village certifies that it has the authority to enter into this MOU. By majority vote of the Board of Trustees of the Village at its _____, 2023, Regular Trustee Meeting, the Mayor is authorized to execute this MOU.

1.2 The City certifies that it has the authority to enter into this MOU. By majority vote of the City Commission of the City at its January 25, 2023, Regular Commission Meeting, the Mayor is authorized to execute this MOU.

2.0 INTENT OF THE PARTIES

The intent of the parties to this MOU is to enter into an agreement under which the City agrees to fully assume animal control and animal shelter powers under the direction and guidance of the City and the Trustees of the Village in accordance with applicable provisions of the New Mexico State Laws and Regulations, and other applicable state and federal laws. In general, the City agrees to perform the required professional services and to be fully compensated therefore by a yearly base fee established herein, unless this MOU specifically provides for a payment by the Village above and beyond the base fee. Although many specific obligations are delineated in this MOU, this delineation is not intended to be a limitation, and the City is expected to perform all Service activities and undertakings reasonably necessary safety and welfare of the Citizens of the Village.

3.0 TERM

3.1 General. Unless this MOU is sooner terminated as hereinafter provided, the City shall manage, operate, and perform 1) Animal Control Services and 2) Animal Shelter Services to the Village during the

period of time set forth herein. Upon termination of this MOU, for any reason, The City shall be recognized as the owner of all assets and equipment purchased through this Agreement.

3.2 Initial Term. The Initial Term of this MOU shall be for a period of Three (3) years, beginning on the date of execution of this MOU. Each fiscal year, the parties shall review the agreement. No specific action is required to continue the agreement; however, the individual parties may indicate by a majority vote of its Governing Body an intent to not extend this agreement. The parties recognize that the Village is a political subdivision of the State of New Mexico governed by the annual budget requirements of state statutes, and that, therefore, the MOU is subject to annual appropriations. The Board of Trustees of the Village hereby represents that it has the present intent to make the annual appropriations necessary to fund this MOU.

4.0 COMPENSATION

4.1 As compensation for services specified in Section 5.0 hereof to be rendered by the City under this MOU ("Basic Services") based on population, the City shall receive a yearly fee of $16,373. This amount shall be paid as follows:

A. Monthly payments of $1,364.42.

5.0 BASIC DUTIES AND RESPONSIBILITIES OF THE CITY

The following Service Agreement shall be provided to the Village by the City for the compensation set forth in paragraph 4.0 of this MOU:

1. The City will provide Animal Control Services and Animal Shelter Services in the same manner as the City has provided them in the past. The ACO will issue citations for animal ordinance violators.

2. Respond to resident inquiries, complaints and concerns in a professional, courteous and timely manner. Use best efforts to promote good relations with the Village's customers and residents.

3. Respond to any routine inquiries or routine reporting requirements of any governmental authority, the Village's trustees or attorneys in a prompt, professional manner, if the law provides authority of such.

4. City shall, at its sole expense, provide all personnel, vehicles, tools, equipment and machinery, transportation, testing and other facilities reasonably necessary for the proper performance of such Animal Control Services and Animal Shelter Services.

5. Maintain all records and files in accordance with state and federal law, and assure that these records and files are accessible to anyone during normal business hours in accordance with the New Mexico Public Information Act.

6. The City's Animal Shelter may take ownership of animals brought in from Williamsburg after 72 hours.

6.0 OBLIGATIONS OF THE VILLAGE

The Village shall be solely responsible for enforcement of all non-police (Code Enforcement and other Civil matters) related Village Codes, state laws, and federal mandates.

7.0 INSURANCE

Both entities are Municipal Corporations belonging to the New Mexico Municipal League's Self Insurer's Fund. Each Party shall continue to provide the same level of insurance that it currently provides.

8.0 VEHICLES AND EQUIPMENT

The City agrees to furnish all vehicles and equipment and necessary for animal services. vehicles will bear markings identifying them as vehicles belonging to The City.

9.0 TERMINATION

Either party hereto shall have the right to terminate this MOU upon thirty (30) days notice to the other party. Not withstanding, any other provision of this MOU, the right of termination set forth in this Section may be exercised at the sole discretion of either party with or without cause.

10.0 CHANGE IN SCOPE ADJUSTMENT

If any significant changes in the scope of the operation of the Service Agreement which are the subject of this agreement occur, including changes in the governmental regulatory compliance regulations which increase the City' costs, the City shall be entitled to negotiate additional compensation. Such additional compensation will be negotiated by the parties within thirty (30) days after the change. If no negotiated agreement is achieved within thirty (30) days of the change, the City may exercise its right to terminate the agreement.

11.0 INDEMNITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.

12.0 FORCE MAJEURE

The City shall not be deemed to be in default if performance of the obligations required by this MOU is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, flood, strike, accident, civil commotion, epidemic, act of government or its agencies or officers, or any other cause beyond the control of the parties. Upon occurrence of such an event, the City shall provide Animal Services on a best effort basis (at no additional cost to the City). If any additional expense is incurred by the City in such operation, that expense shall be deemed to be an Extraordinary Cost, for which the City will submit an invoice to the Village for reimbursement.

13.0 REASONABLE DILIGENCE

The City agrees to use reasonable knowledgeable and diligence in the provision of Animal Services, but the City shall not be liable for any direct or indirect loss, injury or damage resulting from diminution or interruption of service within the Village unless such diminution or interruption of service results from the willful misconduct or negligence of the City, its agents, subcontractors, or employees.

14.0 COMPLIANCE WITH STATE LAW

Should any provision of this MOU be determined to be in conflict with the laws of the State, the parties agree to amend such provision to ensure compliance with the laws of the State.

15.0 ASSIGNMENT

Neither the Village nor the City may assign this MOU or any portion thereof without receiving the prior written consent of the other party.

16.0 NOTICES

All notices allowed or required to be given hereunder must be in writing and must be personally delivered or dispatched by United States certified mail, postage prepaid, return receipt requested, to the addresses shown at the end of this MOU. Either party hereto may change the address to which any such notice is to be addressed by giving notice in writing to the other party of such change. Any time limitation provided for in this MOU shall commence with the date that the party actually receives such written notice, and the date of postmark of any return receipt indicating the date of delivery of such notice to the addressee shall be conclusive evidence of such receipt.

17.0 DISPUTES

The parties agree that if any dispute arises between them relating to this MOU, that they will utilize their best efforts to resolve the issue prior to the commencement of any legal proceedings.

18.0 AMENDMENTS

No subsequent alteration, amendment, change, deletion or addition to this MOU shall be binding upon the Village or the City unless made in writing and signed by both the City and the Village.

19.0 VENUE, APPLICABLE LAW

This MOU shall be construed under and in accordance with the laws of the State of New Mexico. All of the obligations contained in this MOU are performable in the Village, New Mexico, except those laboratory procedures, booking, investigations, or other work that may be performed in the City or elsewhere.

20.0 TITLES

The titles of the Articles, Sections, Subsections, Paragraphs, or Subparagraphs of the MOU are intended strictly for the convenience of the parties and shall have no effect and shall neither limit nor amplify the provisions of the MOU itself.

21.0 SEVERANCE

Should any provision of this MOU be held to be void, voidable, or for any reason whatsoever, of no force and effect, such provision shall be construed as severable from the remainder of this MOU and shall not affect the validity of all other provisions of this MOU which shall remain in full force and effect.

22.0 ENTIRE AGREEMENT

This MOU contains the entire agreement between the parties. Any oral representation of modification concerning this MOU shall be of no force excepting a subsequent amendment in writing signed by the party to be charged.

23.0 FAILURE TO ENFORCE

The failure on the part of either party to enforce its rights as to any provision of this MOU shall not be construed as a waiver of its rights to enforce such provision in the future.

VILLAGE OF WILLIAMSBURG
WITNESS OUR HANDS AND SEALS THIS 1st DAY OF FEBRUARY, 2023.

Deb Stubblefield
Deb Stubblefield, Mayor

ATTEST:

Amanda B. Cardona
Amanda Cardona, Village Clerk
Village of Williamsburg

CITY OF TRUTH OR CONSEQUENCES

WITNESS OUR HANDS AND SEALS THIS 25th DAY OF January, 2023.

Amanda Forrister, Mayor

ATTEST:

Angela Torres, City Clerk/Treasurer
City of Truth or Consequences

MOU TCPD CASA.pdf

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MEMORANDUM OF UNDERSTANDING (MOU)

Between

Truth or Consequences Police Department (TCPD)
Address: 507 McAdoo
Contact: Chief Luis Tavizon

And

Rio Grande Valley CASA Program (RGV CASA)
Address: PO Box 293, TorC, NM 87901
Contact: David Reedy

Effective Date: September 1st, 2024

Purpose

Whereas the Rio Grande Valley Court Appointed Special Advocates Program is an established non-profit 501(c)3 in good standing with the State of NM, be it noted that the partnership between the City of Truth or Consequences Police Department and the RGV CASA program shall be one of mutual trust and respect and collaboration amongst resources.

The purpose of this Memorandum of Understanding (MOU) is to establish an agreement between the Truth or Consequences Police Department (TCPD) and the Rio Grande Valley CASA Program (RGV CASA) for the provision of FBI background check services, including fingerprinting, to be billed on a monthly basis.

Background Check and Fingerprinting Services

Scope of Services:

TCPD will perform FBI background checks and fingerprinting services for all RGV CASA board members, staff, and volunteers, including associated partnerships and parties. RGV CASA will provide the fingerprinting cards required for these services.

Service Schedule:

RGV CASA members may bring fingerprinting cards to the TCPD on Tuesdays, Wednesdays, and Thursdays between the hours of 10:00 AM to 12:00 PM and 1:00 PM to 4:00 PM.

Delivery of Results:

TCPD will administer the background checks and return the results to RGV CASA via email to director@rgvcasa.org or by mailing to PO Box 293, TorC, NM 87901.

Billing and Payment:

- TCPD will bill RGV CASA at a rate of $5.00 per fingerprinting card on a monthly basis.
- TCPD will email an invoice to RGV CASA at the end of each month.
- RGV CASA will pay the invoice within 7 business days of receipt.
- Electronic notification is required prior to mailing hard copies of invoices to ensure timely processing and receipt.

Responsibilities

TCPD:

Administer FBI background checks and fingerprinting services as described.
Provide results to RGV CASA as specified.
Issue and send invoices monthly.

RGV CASA:

Provide fingerprinting cards for members.
Ensure timely payment of invoices within the specified timeframe.

Term and Termination

This MOU will commence on the effective date and will continue in effect until terminated by either party. Either party may terminate this MOU with thirty (30) days written notice to the other party.

Modifications

Any modifications or amendments to this MOU must be made in writing and agreed upon by both parties.

Signatures

For Truth or Consequences Police Department:
Name:_____
Title: Chief of Police
Date: 09/12/2024

For Rio Grande Valley CASA Program:
Name:_____
Title:_____
Date:_____

This MOU sets forth the terms and conditions for the provision of background check services and should be executed by authorized representatives of both parties to confirm agreement.

AGREEMENT FOR MEDICAL SERVICES.pdf

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AGREEMENT FOR MEDICAL SERVICES

THIS AGREEMENT is made and entered into as of the date of the last signature hereto ("Effective Date"), by and between the **City of Truth or Consequences** ("City") and **Sierra Vista Hospital** ("Hospital" or "SVH"), hereinafter collectively referred to as "the Parties." This agreement will be effective for two years from the Effective Date.

I. Definitions

A. "Actual Billed Charges" means the amount the Hospital would charge for a service based on its standard chargemaster.

B. "Detainee" is any individual in the custody of the City of Truth or Consequences Police Department when he/she arrives at the Hospital for Medical Services.

C. "Emergency Medical Treatment" is any acute medical condition requiring emergency medical care.

D. "Medical Clearance Examination" is a clearance examination from a licensed medical practitioner whereby the purpose is to determine whether a particular person has any medical issue or problem that would preclude such person from being incarcerated.

E. "Medical Services" are those services provided by the Hospital to Detainees pursuant to this Agreement.

F. "Pre-Existing Condition" means any chronic medical condition affecting the Detainee before coming into the custody of the City Police Department.

II. Scope of and Payment for Medical Services

A. Medical Clearance Examinations and Lab Screenings.

1. At the time the City takes the detainee to the hospital, the City will inform the registration desk that the detainee is there for a medical clearance or any other testing that the City deems necessary.
2. The City will complete whatever paperwork is necessary for medical clearance or other required testing.
3. The Hospital will bill the City, and the City will pay the Hospital, for Medical Clearance Examinations, at the discounted rate of 50% of Actual Billed Charges.
4. If the City requires any blood test or other test for suspected alcohol or drugs, then the City will be responsible for that bill at the rates listed in Attachment 1 to this Agreement.

B. Emergent Medical Care.

1. In the event the Hospital provides a Detainee with Emergency Medical Services for an acute medical condition arising before the Detainee came into the custody of the City Police Department, the Hospital will bill the Detainee and/or his/her health insurance carrier, or the County indigent fund as appropriate, and the City will not be responsible for payment of such Medical Services.
2. In the event the Hospital provides a Detainee with Emergency Medical Services for an acute medical condition arising after coming into the custody of the City Police Department, the Hospital will first bill the Detainee and/or his/her health insurance carrier, or the County indigent fund as appropriate. In the event that the Detainee has no insurance, cannot pay, and it is not appropriate to bill the County indigent fund, the City Police Department shall pay for the care in accordance with paragraph II.D below.

C. Treatment of Pre-Existing Conditions

1. In the event the Hospital provides a Detainee with Medical Services for a Pre-Existing Condition, the Hospital will first bill the Detainee and/or his/her health insurance carrier, or the County indigent fund as appropriate. In the event that the Detainee has no insurance, cannot pay, and it is not appropriate to bill the County indigent fund, the City Police Department shall pay for the care in accordance with paragraph II.D below.

D. Other Medical Services.

1. If a detainee is injured as a result of the arrest, then that bill will be paid by the City at the discounted rate of 50% of Actual Billed Charges.
2. Any other Medical Services provided by the Hospital to any Detainee will be paid by the City at the discounted rate of 65% of Actual Billed Charges.

E. Timely Billing and Payment.

1. The Hospital will bill the City or appropriate party for Medical Services as provided in this Agreement within 45 days of providing such Medical Services.
2. The City will pay all bills from the Hospital, in full, within 30 days of receipt.
3. The City agrees to inform the Hospital within 20 days of receipt of an invoice from the Hospital if there is a disputed charge. Charges not disputed in that time period are presumed valid and must be paid by the City. If the City disputes a charge, the Parties agree to work in good faith toward a timely and fair resolution.

III. Termination

A. This Agreement may be terminated without cause by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify

obligations already incurred for performance or failure to perform prior to the date of termination.

IV. Miscellaneous Provisions

A. Status of Hospital. The Hospital and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Truth or Consequences. The Hospital and its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefits from the City of Truth or Consequences.

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

C. Release. The Hospital's acceptance of final payment of the amount due under this agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. This release does not apply to any past charges or services, or pending disputes regarding the same between the Parties.

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

E. Amendment. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties hereto.

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

G. Applicable Law. The laws of the State of New Mexico shall govern this Agreement and shall be enforceable in the Seventh Judicial District Court in Sierra County.

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

To the City:	To the Hospital:
City Manager	Chief Executive Officer
505 Sims Street	800 E. 9th Street
Truth or Consequences, NM 87901	Truth or Consequences, NM 87901

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date listed below.

City of Truth or Consequences

By: _____

Printed Name: Amanda Forrister

Title: Mayor

Date: DEC 14, 2022

Sierra Vista Hospital

By: _____

Printed Name: Frank Corcoran

Title: CEO

Date: 1-13-23

Mutual Aid Agreement.pdf

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MUTUAL AID AGREEMENT BETWEEN, SIERRA COUNTY SHERIFF'S OFFICE AND TRUTH OR CONSEQUENCES POLICE DEPARTMENT FOR MUTUAL ASSISTANCE ON AN ONGOING BASIS AND IN THE EVENT OF TERRORISM, NATURAL DISASTER, OR OTHER CIRCUMSTANCES AFFECTING PUBLIC SAFETY

THIS AGREEMENT is entered into by and between the County of Sierra New Mexico, Sierra County Sheriff's Office (herein referred to as SCSO), and the City of Truth or Consequences, Truth or Consequences Police Department (herein referred to as TCPD).

WHEREAS, there has been a close working relationship with a long history of mutual aid, both formal and informal, between SCSO and the TCPD in the function of law enforcement, which both wish to maintain and to memorialize as provided herein; and

WHEREAS, during the normal course of daily operations, assistance may be required between SCSO and TCPD, and to the extent possible, the parties wish to render such assistance to each other when needed; and

WHEREAS, unforeseen circumstances such as natural disasters, terrorist attacks, criminal activity, or other critical incidents may arise, posing a threat to public safety, which require intergovernmental assistance; and

WHEREAS, it is recognized that these emergencies often overwhelm local government capability, transcend jurisdictional boundaries, and that intergovernmental coordination is essential for the protection of lives and property, and

WHEREAS, intergovernmental cooperation is also essential for the maximum use of available resources, and

WHEREAS, SCSO and TCPD recognize that, to provide mutual aid, both agencies need to have an extension of law enforcement authority beyond jurisdictional boundaries of the respective agencies, and

WHEREAS, the New Mexico Mutual Aid Act [29-8-3 NMSA 1978], which established the Mutual Aid Statute, of which both SCSO and TCPD are eligible, allows for its members to enter into mutual aid agreements that extend the authority of law enforcement officers beyond the normal boundaries of their jurisdictions.

NOW THEREFORE, in consideration of these mutual interests, SCSO and TCPD agree that the following will define their Mutual Aid working relationship:

1. **Request for Aid** – Both parties will have their law enforcement agencies respond to emergencies or other requests for assistance in the following manner: a) SCSO will dispatch its equipment and personnel only upon the official request for assistance from the TCPD Chief or his/her designee; b) TCPD will dispatch its equipment and personnel only upon the official request for assistance from the Sheriff or his/her designee.

2. **School Resource Officer** – A TCPD Officer assigned as the School Resource Officer, may respond outside the jurisdiction of TCPD and into Sierra County with cross commission authority to

follow up on investigations arising from the Truth or Consequences Municipal School District when:

A. The suspected crime has occurred within TCPD jurisdiction and follow up investigation leads the School Resource Officer into Sierra County.
B. A welfare check or parental notification is necessary originating from the Truth or Consequences Municipal Schools and the family or child resides in Sierra County.
C. To provide training, seminars, or other public outreach programs to students or staff at the Arrey Elementary School.

3. **Notification** – Sierra County Regional Dispatch Authority shall be notified when either agency is responding to assist the other. Any TCPD Officer assigned as a School Resource Officer shall notify a supervisory authority with SCSO prior to entering into SCSO jurisdiction under cross commission authority, and explain the need to enter SCSO jurisdiction, and the location in Sierra County they will being going. For officer safety, TCPD School Resource Officers shall not enter SCSO jurisdiction until given permission by the Sheriff or his/her designee when acting under the cross-commission authority.

4. **Availability** - Response to a request for assistance from the other party will be subject to availability of personnel, equipment, and resources. Both parties agree that furnishing of any personnel or equipment under this Agreement will be subordinate to requests for, and rendering of, any services necessary within their respective jurisdictions.

5. Upon the request of a supervising official with the law enforcement agency, the officers may provide assistance to the requesting agency. When acting upon the request for mutual aid, both SCSO and TCPD officers shall have the same jurisdiction, powers, rights, privileges, and immunities as officers from the requesting agency. When requested by the Sierra County Sheriff's Office, TCPD Officers will be cross-commissioned as SCSO Special Deputies to enforce state criminal statutes when violations occur in Sierra County, outside TCPD jurisdiction.

6. All efforts shall be made to release the assisting party as soon as practical.

7. Both parties will keep accurate records of all calls requesting assistance from the respective jurisdiction requesting aid. Said records shall include data on equipment responding, personnel employed, time spent and materials expended.

8. Both parties agree they will not seek or be entitled to reimbursement for expenses of officer hours, or use of equipment, vehicles, or other resources rendering mutual aid to the other party, except as follows:

    A. In the event of any major emergency or disaster, as defined by the New Mexico Intrastate Mutual Aid Act [12-10B-1 NMSA 1978], parties are eligible to receive reimbursement for resources expended by the political subdivision receiving aid in the state of New Mexico, including the jurisdictions of both parties.

9. Nothing in the terms of this Agreement shall require SCSO or TCPD to purchase additional equipment or hire additional personnel to comply with this Agreement.

10. **Employment Status** – Any employee of one of the parties who provides services under this Agreement shall remain the employee of his/her employer, and who shall remain responsible for that employee's salary, fringe benefits, worker's compensation benefits, and unemployment compensation. Any of the parties' employees who undertake any activities under this Agreement shall remain subject to the supervision of his/her employer.

11. **Liability** – Neither party shall be responsible for the liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Each party shall be liable for its' own acts or failures to act in accordance with this Agreement, , subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 et seq.

12. . Neither party shall be responsible for their inability to respond to a request for assistance.

13. This Agreement shall supersede any previous Agreements concerning law enforcement cooperation and mutual aid and any amendments will be made to this Agreement upon the written concurrence of both parties.

14. Effective date of this Agreement shall be the last date of signature below.

15. Either party may terminate this agreement upon 30 days written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date of last signature, below:

SIERRA COUNTY SHERIFF'S OFFICE

6/14/23

Sheriff Joshua Baker Date

TRUTH OR CONSEQUENCES POLICE DEPARTMENT

6/14/23

Chief of Police Louis Tavizon Date

STATE OF NEW MEXICO

6/27/23

Michelle Luhan Grisham Date
Governor

Siera County Animal Control JPA.pdf

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JOINT POWERS AGREEMENT
TO PROVIDE ANIMAL CONTROL WITHIN THE BOUNDARIES OF
THE COUNTY OF SIERRA
BETWEEN
THE COUNTY OF SIERRA
AND
THE CITY OF TRUTH OR CONSEQUENCES

THIS AGREEMENT is entered into by and between the County of Sierra ("County") and the City of Truth or Consequences ("City") referred to collectively as the ("parties").

I. RECITALS

WHEREAS, the County and the City are bodies corporate and politic existing by and under the Constitution and Laws of the State of New Mexico; and,

WHEREAS, stray dogs, cats and other animals running at large in Sierra County pose a danger to the health safety and welfare of the citizens of the County; and,

WHEREAS, THE City employs and equips animal control officers and,

WHEREAS, the County currently does not have an animal control program; and,

WHEREAS, the County and City have agreed to share resources in order to protect the citizens of the County and to humanely treat the stray animals in the County through the joint exercise of the City's Animal Control Officers,

NOW THEREFORE, the parties hereby agree as follows:

II. COMMON POWER

Is the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order" and, "provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of … its inhabitants". See NMSA 1978 § 3-18-1 (1972) and NMSA 1978 § 4-37-1 (1995)

III. SCOPE OF DUTIES

THE CITY SHALL

1. Provide assistance to the County by dispatching an Animal Control Officer (ACO) to assist in capture and take possession of dogs and other animals and to provide for the reception, care and feeding of such animals at an appropriate facility operated by or under contract to the City, hereinafter referred to as the "animal shelter".
2. Respond to service calls for animal control within the county from only the County Manager, or a County Law Enforcement Officer.
3. Upon receipt of a call for service the ACO will respond in a timely manner. Said response shall be for no longer than one (1) hour time. If pursuit/search of the animal will go beyond the first authorized hour, the ACO must seek approval for one or more additional hour(s) is/are not authorized in the manner prescribed by this agreement, the pursuit/search will be discontinued.
4. Upon capture of an animal, the ACO will transport said animal to the "animal shelter" unless the owner can be located before the animal is transported.
5. Hold the animal at the "animal shelter" and release or otherwise dispose of the animal in accordance with the County's instructions.
6. Submit to the County a monthly statement showing amount due and dates which the City ACO responded to calls from the County.

III. SCOPE OF DUTIES *(Cont'd)*

THE COUNTY SHALL

1. Pay to the City the sum of Thirty Dollars ($30.00), for each response by the time by the City Animal Control Officers as requested by the County.
2. Be responsible for any charges arising from the "animal shelter" related to care, feeding, and disposal.
3. Be responsible for any enforcement action against the responsible County resident.
4. Provide prompt notice to the City regarding the disposition of any animal taken into custody in the County but outside the City limits.
5. Pay the hourly rate for any Court time resulting from enforcement action.
6. Make payment to the City within Thirty (30) days after receipt of each monthly statement.

IV. TERM

This JPS becomes effective upon signature by all parties hereto and approval by DFA pursuant to NMSA 1978, Section 11-1-3 (1961) and shall remain in effect indefinitely until it is terminated pursuant to the terms of this JPA.

V. PROPERTY

No property shall be acquired as a result of this JPA and the disposition of records generated by performance of this agreement shall be decided by the parties upon termination.

VI. STRICT ACCOUNTABILITY OF ALL RECEIPTS AND DISBURSEMENTS

Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

VII. AMENDMENT

This JPA shall not be altered, modified, or amended except by an instrument in writing executed by both parties hereto and approved by the New Mexico Department of Finance and Administration ("DFA")

VIII. ASSIGNMENT

This JPA may not be assigned by either party hereto without the advance written consent of the other party, which consent may be withheld at the other party's sole and absolute discretion.

IX. GOVERNING LAW

This JPA and the rights of the parties hereto shall be governed by construed in accordance with the Laws of the State of New Mexico

X. SEVERABILITY

If any provisions of this JPA, or the application of such provisions to any person or circumstances shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this JPA, or the application of its provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby and the remainder of this JPA can be performed in substantial accordance with the original intent of the parties hereto.

XI. INTEGRATION OF JPA

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

XII. NEW MEXICO TORT CLAIMS ACT

By entering into this JPA, each party agrees that it shall be responsible for liability arising from personal injury or damage to property occasioned by its own agents or employees in the

performance of this JPA, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (NMSA 1978, Section 41-4-1, et seq.) and any amendments thereto. This section is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The parties and their "public employees," as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, and do not waive any defense or limitations of liability pursuant to law. No provisions in this JPA modifies and/or waives any provision of the New Mexico Tort Claims Act.

XIII. PRIVILEGES, EXEMPTIONS, and IMMUNITIES

Pursuant to the provisions of the Joint Powers Act, NMSA 1978, Sections 11-1-1 et seq., all privileges and immunities from liability, exemptions from laws, ordinances, and rules, which apply to the activity of officers, agents, or employees of any signatory public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties under the provisions of the JPA.

XIV. TERMINATION OF JPA

This JPA may be terminated by either party upon ninety (90) days written notice delivered to the other.

XV. CONTACT and NOTICES

The parties may, from time to time, change their contact person and shall provide prompt notice of such change to the other party. Any notice required under this JPA shall be deemed given and delivered to, and received by, the receiving party three (3) days after deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below:

Sierra County contact person name and mailing address:

Bruce Swingle
Sierra County Manager
855 Van Patten
T or C, NM 87901
Telephone: (575) 894-6215
Fax: (575) 894-9548

Truth or Consequences contact person name and mailing address:

Juan Fuentes
City Manager
505 Sims Street
T or C, NM 87901
Telephone: (575) 894-6673
Fax: (575) 894-7767

XVI. SUBCONTRACTING

Each party is responsible for fulfillment of this JPA and shall not subcontract any of its responsibilities.

XVII. SURPLUS FUNDS

This agreement does not contemplate the advancement of funds from the County to the City, therefore the document does not contain a clause specifying that excess funds will be returned to the County.

IN WITNESS WHEREOF, the parties have executed this Agreement which becomes effective as of the date of approval by the Department of Finance and Administration.

APPROVED, ADOPTED, and PASSED on this 17th day of July, 2018.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SIERRA:

Kenneth Lyon

Kenneth Lyon, CHAIR

F Luna

Frances Luna, VICE-CHAIR

Absent

Sherry Fletcher, MEMBER

ATTEST BY:

Shelly K. Trujillo

Shelly Trujillo, COUNTY CLERK

APPROVED, ADOPTED, and PASSED on this 22nd day of August, 2018

CITY OF TRUTH OR CONSEQUENCES

Renee J. Cantin

~~Juan Fuentes, CITY MANAGER~~

Renee Cantin · Interim City Manager

ATTEST BY:

Renee Cantin

Renee Cantin, CITY CLERK

APPROVED

DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____

Cabinet Secretary

Date: _____

MOU Animal Control - Elephant Butte.pdf

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MEMORANDUM OF UNDERSTANDING (MOU)
by and between the City of Elephant Butte and the City of Truth or Consequences Regarding Provision of Animal Shelter Services

This Memorandum of Understanding (MOU) is made and entered into effective upon execution by the City of Elephant Butte ("Elephant Butte"), a New Mexico Municipal Corporation, and the City of Truth or Consequences ("City"), a New Mexico Municipal Corporation, for the purposes and consideration hereinafter set forth.

RECITALS

WHEREAS, the Elephant Butte has a contiguous boundary with the City; and

WHEREAS, Elephant Butte desires to engage the services of the City for the provision of Animal Shelter Services to the Elephant Butte, and the City desires to provide such services to Elephant Butte, on the terms and conditions hereafter stated.

NOW THEREFORE, for and in consideration of the premises, and the mutual agreements of the parties hereinafter set forth, Elephant Butte and the City agree as follows:

1.0 AUTHORITY TO ENTER INTO A MOU

1.1 Elephant Butte certifies that it has the authority to enter into this MOU. By majority vote of the City of Elephant Butte Council at its March 3rd, 2023, Regular Trustee Meeting, the Mayor is authorized to execute this MOU.

1.2 The City certifies that it has the authority to enter into this MOU. By majority vote of the City Commission of the City at its _____, 2023, Regular Commission Meeting, the Mayor is authorized to execute this MOU.

2.0 INTENT OF THE PARTIES

The intent of the parties to this MOU is to enter into an agreement under which the City agrees to fully assume animal shelter powers under the direction and guidance of the City and the City of Elephant Butte Council in accordance with applicable provisions of the New Mexico State Laws and Regulations, and other applicable state and federal laws. In general, the City agrees to perform the required professional services and to be fully compensated therefore by a yearly base fee established herein, unless this MOU specifically provides for a payment by the Elephant Butte above and beyond the base fee. Although many specific obligations are delineated in this MOU, this delineation is not intended to be a limitation, and the City is expected to perform all Service activities and undertakings reasonably necessary for the safety and welfare of the Citizens of Elephant Butte.

3.0 TERM

3.1 General. Unless this MOU is sooner terminated as hereinafter provided, the City shall manage, operate, and perform Animal Shelter Services to Elephant Butte during the period of time set forth herein.

3.2 Initial Term. The Initial Term of this MOU shall be for a period of Three (3) years, beginning on the date of execution of this MOU. Each fiscal year, the parties shall review the agreement. No specific action is required to continue the agreement; however, the individual parties may indicate by a majority vote of its Governing Body an intent to not extend this agreement. The parties recognize that Elephant Butte is a political subdivision of the State of New Mexico governed by the annual budget requirements of state statutes, and that, therefore, the MOU is subject to annual appropriations. The City of Elephant Butte Council hereby represents that it has the present intent to make the annual appropriations necessary to fund this MOU.

4.0 COMPENSATION

4.1 As compensation for services specified in Section 5.0 hereof to be rendered by the City under this MOU ("Basic Services") based on population, the City shall receive a yearly fee of $18,771. This amount shall be paid as follows:

A. Monthly payments of $1,564.25.

5.0 BASIC DUTIES AND RESPONSIBILITIES OF THE CITY

The following Service Agreement shall be provided to the Elephant Butte by the City for the compensation set forth in paragraph 4.0 of this MOU:

1. The City will provide Animal Shelter Services in the same manner as the City has provided them in the past.

2. Use best efforts to promote good relations with the Elephant Butte's customers and residents.

3. City shall, at its sole expense, provide all personnel, equipment and machinery, testing and other facilities reasonably necessary for the proper performance of such Animal Shelter Services.

4. Maintain all records and files in accordance with state and federal law, and assure that these records and files are accessible to anyone during normal business hours in accordance with the New Mexico Public Information Act.

5. The City's Animal Shelter may take ownership of animals brought in from Elephant Butte after 72 hours.

6.0 OBLIGATIONS OF THE ELEPHANT BUTTE

The Elephant Butte shall be solely responsible for enforcement of all non-police (Code Enforcement animal control and other Civil matters) related Elephant Butte Codes, state laws, and federal mandates.

7.0 INSURANCE

Both entities are Municipal Corporations belonging to the New Mexico Municipal League's Self Insurer's Fund. Each Party shall continue to provide the same level of

insurance that it currently provides.

8.0 TERMINATION

Either party hereto shall have the right to terminate this MOU upon thirty (30) days notice to the other party. Not withstanding, any other provision of this MOU, the right of termination set forth in this Section may be exercised at the sole discretion of either party with or without cause.

9.0 CHANGE IN SCOPE ADJUSTMENT

If any significant changes in the scope of the operation of the Service Agreement which are the subject of this agreement occur, including changes in the governmental regulatory compliance regulations which increase the City' costs, the City shall be entitled to negotiate additional compensation. Such additional compensation will be negotiated by the parties within thirty (30) days after the change. If no negotiated agreement is achieved within thirty (30) days of the change, the City may exercise its right to terminate the agreement.

10.0 INDEMNITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.

11.0 FORCE MAJEURE

The City shall not be deemed to be in default if performance of the obligations required by this MOU is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, flood, strike, accident, civil commotion, epidemic, act of government or its agencies or officers, or any other cause beyond the control of the parties. Upon occurrence of such an event, the City shall provide Animal Shelter Services on a best effort basis (at no additional cost to the City). If any additional expense is incurred by the City in such operation, that expense shall be deemed to be an Extraordinary Cost, for which the City will submit an invoice to Elephant Butte for reimbursement.

12.0 REASONABLE DILIGENCE

The City agrees to use reasonable knowledgeable and diligence in the provision of Animal Shelter Services, but the City shall not be liable for any direct or indirect loss, injury or damage resulting from diminution or interruption of service within Elephant Butte unless such diminution or interruption of service results from the willful misconduct or negligence of the City, its agents, subcontractors, or employees.

13.0 COMPLIANCE WITH STATE LAW

Should any provision of this MOU be determined to be in conflict with the laws of the State, the parties agree to amend such provision to ensure compliance with the laws of the State.

14.0 ASSIGNMENT

Neither Elephant Butte nor the City may assign this MOU or any portion thereof without receiving the prior written consent of the other party.

15.0 NOTICES

All notices allowed or required to be given hereunder must be in writing and must be personally delivered or dispatched by United States certified mail, postage prepaid, return receipt requested, to the addresses shown at the end of this MOU. Either party hereto may change the address to which any such notice is to be addressed by giving notice in writing to the other party of such change. Any time limitation provided for in this MOU shall commence with the date that the party actually receives such written notice, and the date of postmark of any return receipt indicating the date of delivery of such notice to the addressee shall be conclusive evidence of such receipt.

16.0 DISPUTES

The parties agree that if any dispute arises between them relating to this MOU, that they will utilize their best efforts to resolve the issue prior to the commencement of any legal proceedings.

17.0 AMENDMENTS

No subsequent alteration, amendment, change, deletion or addition to this MOU shall be binding upon Elephant Butte or the City unless made in writing and signed by both the City and Elephant Butte.

18.0 VENUE, APPLICABLE LAW

This MOU shall be construed under and in accordance with the laws of the State of New Mexico. All of the obligations contained in this MOU are performable in Elephant Butte, New Mexico, except those laboratory procedures, booking, investigations, or other work that may be performed in the City or elsewhere.

19.0 TITLES

The titles of the Articles, Sections, Subsections, Paragraphs, or Subparagraphs of the MOU are intended strictly for the convenience of the parties and shall have no effect and shall neither limit nor amplify the provisions of the MOU itself.

20.0 SEVERANCE

Should any provision of this MOU be held to be void, voidable, or for any reason whatsoever, of no force and effect, such provision shall be construed as severable from the remainder of this MOU and shall not affect the validity of all other provisions of this MOU which shall remain in full force and effect.

21.0 ENTIRE AGREEMENT

This MOU contains the entire agreement between the parties. Any oral representation of modification concerning this MOU shall be of no force excepting a subsequent amendment in writing signed by the party to be charged.

22.0 FAILURE TO ENFORCE

The failure on the part of either party to enforce its rights as to any provision of this MOU shall not be construed as a waiver of its rights to enforce such provision in the future.

CITY OF ELEPHANT BUTTE

WITNESS OUR HANDS AND SEALS THIS 8th DAY OF March, 2023.

Phillip W Mortensen

Phillip Mortensen, Mayor

ATTEST:

, Clerk
City of Elephant

CITY OF TRUTH OR CONSEQUENCES

WITNESS OUR HANDS AND SEALS THIS ___ DAY OF _____, 2023.

Amanda Forrister, Mayor

ATTEST:

Angela Torres, City Clerk/Treasurer
City of Truth or Consequences

120524 MOA with T or C for OEM001 - signed.pdf

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MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SIERRA AND THE CITY OF TRUTH OR CONSEQUENCES FOR THE PROVISION OF EMERGENCY MANAGEMENT SERVICES

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the **County of Sierra** ("County"), a political subdivision of the State of New Mexico, and the **City of Truth or Consequences** ("City"), a municipality of the State of New Mexico.

RECITALS:

WHEREAS, the City was incorporated as a municipality after an election wherein the residents of the area approved incorporation pursuant to NMSA 1978, Section 3-2-1 *et seq*; and,

WHEREAS, both the City and County are statutorily charged with protecting the property of the governmental entity and its residents, and to preserve peace and order; and,

WHEREAS, the City desires to enhance its emergency management capabilities and ensure the safety and well-being of its residents through emergency management services provided by the County; and,

WHEREAS, the County is equipped and able to provide Emergency Management Services (EMS), including the preparation and maintenance of a Hazard Mitigation Plan (HMP), to the City; and,

WHEREAS, the County and City wish to formalize an agreement outlining the terms and conditions under which these services will be provided.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. PURPOSE

The purpose of this MOU is to outline the terms and conditions under which the County shall provide Emergency Management Services to the City, including but not limited to the development and maintenance of a Hazard Mitigation Plan, training, exercises, and coordination of emergency management efforts.

2. SCOPE OF SERVICES

The County will provide the following services to the City:

A. Emergency Operations Plan (EOP)

1. The County Office of Emergency Management (OEM) shall prepare, update, and maintain a current Hazard Mitigation Plan for both the City and County.

2. The County will provide a printed copy of the HMP to the City Manager on an annual basis.
3. The County will make presentations upon request to the City regarding the Plan, emergency planning, or disaster relief issues as appropriate.

B. Coordination and Training

1. The County will coordinate workshops, exercises, and training for the City departments in accordance with emergency management best practices.
2. The County will conduct emergency preparedness and disaster relief drills or exercises involving all essential entities of the City to ensure preparedness for a variety of emergency situations.

3. PAYMENT FOR SERVICES

A. **Annual Fee**: The City agrees to pay the County an annual fee of **Ten Thousand Dollars ($10,000)** for the provision of Emergency Management Services as described in this MOU.
B. **Payment Terms**: Payments are due within **30 days of receipt of an invoice** from the County for the services provided.
C. **Pro-Rated Payment for Present Fiscal Year**: For the current fiscal year ending on June 30, 2025, the annual fee shall be pro-rated, with payment due upon receipt of an invoice from the County.

4. OBLIGATIONS OF THE COUNTY

The County agrees to provide the services outlined in Section 2 in a professional and timely manner. The County will make reasonable efforts to provide these services based on the availability of resources and in accordance with applicable laws and regulations.

5. OBLIGATIONS OF THE CITY

The City agrees to:

1. Ensure timely payment for services provided under this MOU as outlined in Section 3.
2. Provide necessary access and cooperation to County personnel in carrying out the provisions of this MOU.
3. Participate in the planning, coordination, and execution of emergency management activities as requested by the County.

6. LIABILITY:

A. No Party shall be responsible for liability incurred as a result of any other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act and New Mexico Civil Rights Act.

A. All employees or contractors engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the County's supervision and control and said County shall be solely responsible for the conduct and performance of these individuals.

7. THIRD PARTY BENEFICIARY: This Agreement shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise, against any party or their officers, directors, officials, employees, agents, representatives, contractors, subcontractors, consultants or advisors.

8. PROPERTY: No property shall be acquired as a result of this Agreement, which does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

9. SURPLUS FUNDS: After completion of the Agreement's purpose, any surplus money on hand shall be returned in proportion to the contributions made.

10. STRICT ACCOUNTABILITY OF ALL RECEIPTS AND DISBURSEMENTS: Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

11. AMENDMENT: This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties and approved by the Department of Finance Administration.

12. APPROPRIATIONS: Performance under this Agreement is contingent upon sufficient authority and appropriations.

13. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New Mexico.

14. EFFECTIVE DATE, TERM AND TERMINATION OF AGREEMENT:

A. This Agreement shall become effective January 1, 2025.

B. This Agreement shall terminate on June 30, 2029, unless extended by mutual agreement of both parties hereto.

C. This Agreement may be terminated by any Party upon not less than (30) days written notice. Upon termination all obligations incurred under this Agreement shall terminate, except for any payment obligations under section 4.

15. HEADINGS. The headings of the sections of this Agreement are inserted only for convenience or reference and are not intended or to be construed to modify, define, limit or expand the intent of the Parties.

16. SEVERABILITY. If any provision of this Agreement shall be found by a court of competent jurisdiction to be illegal, in conflict with any law of the State of New Mexico or otherwise unenforceable, the validity and enforceability of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision found to be illegal, invalid or otherwise unenforceable.

17. FURTHER ASSURANCES. Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.

18. NOTICES. Notice required pursuant to this Agreement may be effectuated by submitting a certified letter to the following:

County:

Sierra County Manager
1712 North Date Street
Truth or Consequences, NM 87901

City:

City of Truth or Consequences Manager
505 Sims
Truth or Consequences, NM 87901

IN WITNESS WHEREOF, each Party has executed this Agreement effective upon the approval of both parties.

Approved, adopted and passed this 28th day of January 2025.

SIERRA COUNTY
BOARD OF COUNTY COMMISSIONERS

Travis Day, Chairman

James Paxon, Vice-Chair

Hank Hopkins (Jan 29, 2025 12:18 MST)

Hank Hopkins, Commissioner

Attest:

Amy Whitehead

Amy Whitehead
Sierra County Clerk

CITY OF TRUTH OR CONSEQUENCES

_____ _____

Mayor Date

Attest:

_____

120524 MOA with T or C for OEM001

Final Audit Report 2025-01-29

Created:	2025-01-29
By:	Monica Zepeda (mzepeda@sierraco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAARVaYsh4ogauKAdBwtlijc6PjPBjYXtxy

"120524 MOA with T or C for OEM001" History

Document created by Monica Zepeda (mzepeda@sierraco.org)
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Document emailed to Hank Hopkins (hhopkins@sierraco.org) for signature
2025-01-29 - 3:32:44 PM GMT

Email viewed by Hank Hopkins (hhopkins@sierraco.org)
2025-01-29 - 7:17:06 PM GMT

Document e-signed by Hank Hopkins (hhopkins@sierraco.org)
Signature Date: 2025-01-29 - 7:18:14 PM GMT - Time Source: server

Agreement completed.
2025-01-29 - 7:18:14 PM GMT

Fully Executed Service Agreement - TCMS - TCPD.pdf

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THIS SERVICE AGREEMENT dated this 1, day of July, 2024

BETWEEN AND BY:

Truth or Consequences Municipal Schools (TCMS)
910 N. Date Street
Truth or Consequences, N.M. 87901

AND

City of Truth or Consequences Police Department (TCPD)
507 McAdoo St.
Truth or Consequences, N.M. 87901

WHEREAS, the TCMS requires the services of a School Resource Officer (SRO) and the TCPD agrees to provide and manage for the TCMS an SRO in the TCMS consisting of one full-time SRO, their vehicle, supplies and equipment and the TCMS agrees to reimburse the TCPD for its expenses in providing the said SRO program; and

WHEREAS the TCMS and TCPD desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the said SRO in the TCMS;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section I: Goals and Objectives

It is understood and agreed that the TCMS and TCPD officials share the following goals and objectives with regard to the SRO in the schools:

Foster a positive community relationship with students, school officials, and parents to include participating in educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies;

Attend extra-curricular activities held at schools, when possible, such as school board meetings, athletic events, and other school functions;

Act swiftly and cooperatively when responding to reports of criminal offenses at school;

Report crimes that occur on campus to school officials, and investigate any crime reported that occurred within TCPD jurisdiction. Assist with home visits for truancy, attendance, or student welfare issues at residences within the city. If the crime did not occur or a residence is not located within TCPD jurisdiction, the SRO shall cooperate and refer such case to a law enforcement agency that has jurisdiction to investigate the matter.

Provide traffic control at schools for the safety and protection of students and the general public.

Section II: Employment and Assignment of School Resource Officers

TCPD agrees to employ one SRO during the term of this agreement. The SRO shall be an employee of the TCPD and shall be subject to the administration, supervision, and control of the TCPD and City of Truth or Consequences, except as such administration, supervision, and control is subject to the terms and conditions of this Agreement.

The SRO shall be subject to all other personnel policies and practices of the TCPD and the City of Truth or Consequences. TCPD and the City of Truth or Consequences, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SRO. The TCPD shall hold the TCMS free, harmless, and indemnified from and against any and all claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practices brought by the SRO.

In the event an SRO is absent from work for less than one school day, the SRO shall notify their supervisor in the TCPD and TCMS agrees that on-duty patrol officers will handle calls for services arising from TCMS while the SRO is absent. TCPD agrees to assign another police officer to substitute as an SRO only when the SRO is absent from the school for more than one school day. TCPD agrees to notify the superintendent when an SRO is absent from the school for a period exceeding one school day.

SRO will provide each school principal and superintendent with his or her working schedule and phone number contact information. TCMS agrees that the SRO may have occasions during a school work day where he or she may be not physically present at the schools such as but not limited to: attendance at court-ordered hearings, attendance at department meetings and/or training, attendance at prosecution meetings, assistance to on-duty patrol officers/detective, or conducting traffic safety enforcement operations near or around school zones.

Section III: Compensation

For and in consideration of the TCPD providing the SRO Program as described herein, the TCMS agrees to reimburse the City of Truth or Consequences fifty-nine thousand dollars ($59,000) per school twelve-month period, subject to approval by the Truth or Consequences City Commission and the Truth or Consequences Municipal Schools School Board. The said compensation shall occur in twelve equal monthly installments on or about the first day of each calendar month by the TCMS to the City of Truth or Consequences. Any SRO incurred overtime compensation (any hours after the 84th hour per city pay period) related to TCMS SRO duties shall be billed to TCMS at the end of the month and due payable to the City of Truth or Consequences by the 10th day of the following month.

Section IV: Duty Hours

The maximum number of hours that an SRO officer shall be on duty in a workweek shall be 42 hours and the minimum shall be 40 hours. Specific SRO duty hours are 7:30 a.m. to 3:30 p.m. during school-in-session days. Prior SRO schedule change arrangements can be made when there is an agreement between TCMS and the assigned SRO to include allowing the SRO to change the above specific duty hours on particular days (i.e., flex Fridays) to other days/times so that the SRO can attend extracurricular activities to include any school-sponsored meetings, events, functions including athletic events on regular work time opposed to overtime.

TCMS agrees to provide TCPD a schedule or reasonable notice of extracurricular activities to include any school-sponsored meetings, events, or functions including athletic events, for which the SRO presence is requested. TCMS agrees to compensate TCPD for any overtime hours (any hours after the 84th hour per city pay period) worked by the SRO at their request. When school is not in session, the SRO shall perform regular law enforcement duties within the city at the direction of TCPD.

It is understood and agreed that time spent by SRO attending court juvenile, criminal cases, and/or any other official matter arising from and/or out of their assignment as an SRO shall be considered as hours worked under this Agreement. TCMS agrees that in the event of an emergency, the SRO is ordered by the TCPD to leave their school duty station during normal duty hours as described above and to perform other services for the TCPD, the time spent shall not be considered hours worked under this Agreement, but the SRO shall make-up those hours in the current or upcoming pay period.

Section V: Basic Qualifications of School Resource Officers (SROs)

To be an SRO, an officer must first meet all of the following basic qualifications:

Shall be a commissioned law enforcement officer;

Shall possess sufficient knowledge of the applicable Federal and State laws, City Ordinances, and Board of Education policies and regulations;

Shall be capable of conducting criminal investigations;

Shall possess even temperament and set a good example for the students; and

Shall possess communication skills that would enable the officer to function effectively within the school environment.

Section VI: Duties of School Resource Officers (SROs)

To protect the lives and property of community residents, school employees, students, and visitors;

To provide traffic control at schools for the safety and protection of students and the general public;

To enforce Federal, State, and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations;

To investigate criminal activity committed on or adjacent to school property or in school facilities or transportation vehicles within city limits;

To answer questions that students may have about State, Federal, or Local laws;

To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;

To provide security for special school events or functions, such as school meetings, at the request of the principal.

Section VII: Chain of Command

As employees of the TCPD, the SRO shall follow the chain of command as set forth by TCPD leadership. In the performance of their duties, the SRO shall coordinate and communicate with the principal or the principal's designee.

Section VIII: Training/Briefing

The SRO shall be required by the TCPD to attend training and/or briefing sessions. These sessions will be held at the direction of the TCPD and any time spent in these sessions shall be considered time worked under this Agreement.

Training sessions will be conducted to provide the SRO with appropriate in-service training as required by law. The TCMS also may provide training to the SRO on Board of Education policies, regulations, and procedures.

Section IX: Dress Code, Supplies and Equipment

TCPD shall provide the SRO uniforms/equipment/department-assigned vehicle. In addition, the TCPD agrees to:

Maintain the vehicles assigned to SROs; pay for gasoline, oil replacement tires, and other expenses associated with the operation of the said vehicles; and purchase and maintain comprehensive general auto liability insurance on the said vehicles.

TCPD agrees to provide the standard-issued pistol and round of ammunition for each SRO. TCMS agrees to provide the SRO with the usual and customary office supplies at each school site as needed in the performance of their duties.

Section X: Transporting Students

It is agreed that the SRO shall not transport students in their vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstances exist; and when students are suspended/expelled and sent home from school pursuant to school disciplinary action s if the student's parent or guardian has refused to pick-up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.

In cases where the parents refuse to pick up the student, the SRO shall contact the Children, Youth, and Families Department (CYFD) to inform them of the situation and arrange proper care for the student. If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive the TCMS school administration shall provide transportation for the student and the SRO may accompany a school official in transporting a student.

If feasible and when able to, the SRO shall notify the school principal or appropriate school official about a student needing to or being removed from campus.

Section XI: Investigation, Interrogation, Search and Arrest Procedures

The SRO shall adhere to the standard operating procedures (SOP) for the investigation of crimes and interrogation, search, and arrest of students as written by TCPD policies, procedures, and state law.

Section XII: Search Procedures

If the school official has reasonable grounds for suspecting that a search of a student or a student's possessions will uncover evidence that the student has violated or is violating either the law or the rules of the school, the school official may search the student, and the student's pockets, pocketbook, book bag, desk, locker, vehicle or any other similar location within the student's control. If the search uncovers evidence of criminal misconduct, the evidence shall be turned over to the SRO. SRO may search a student or the student's possession including a vehicle only when probable cause to apply and obtain a search warrant, obtaining owner consent, and/or other exceptions to the search warrant rule such as but not limited to plain view doctrine, search incident to arrest, or exigent circumstances.

Section XIII: Controlled Substances

School officials shall notify the SRO in all cases involving the possession, sale, or distribution of controlled substances at school or school activities. Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for further investigation and custody.

Section XIV: Access to Education Records

School officials shall allow SROs to inspect and copy demographic records (i.e.; name, date of birth, address, phone number, parental information, grade, and school photograph) as maintained by the school. However, law enforcement officials may not inspect and/or copy confidential student education records except in emergency situations.

If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

Section XV: Term of Agreement

The term of this agreement is one year from the day and year first written above. The Agreement shall be renewed and extended annually for additional and successive one-year terms unless notice of nonrenewal is given by either party, in writing, with at least a sixty (60) day notice.

Section XVI: Insurance and Indemnification

Each party agrees that it shall be responsible for liability arising from personal injury or damage to property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (NMSA 1978, Section 41-4-1, et seq.) and any amendments thereto. This section is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The parties and their "public employees," as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, and do not waive any defense or limitations of liability pursuant to law. No provision in this Agreement modified and/or waives any provision of the New Mexico Tort Claims Act.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date noted below:

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY:

_____
School Attorney

ATTEST:

_____

TRUTH OR CONSEQUENCES
MUNICIPAL SCHOOLS BOARD

_____
School Board President

Date: Sept 9, 2024

_____
Superintendent

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY:

_____
City Attorney

ATTEST:

_____
City Clerk

TRUTH OR CONSEQUENCES
CITY COMMISSION

_____
Mayor

Date: Oct 28 2024

_____
City Manager

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City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 23, 2025

Agenda Item #: E.5

SUBJECT: Approval of Purchase Requisitions over $60,000
DEPARTMENT: Finance
DATE SUBMITTED: July 18, 2025
SUBMITTED BY: Jocelyn Holguin, Finance Director
WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

Summary/Background:

According to Sec. 2-28 of the Municipal Code related to Publication of expenditures:
Each month there may be published a summary of expenditures made during the preceding calendar month, which shall include a list of the total expenditures during the month, the amount spent in connection with each budgetary item, and a summary of all receipts; provided, however, that the publication mentioned in this section shall be made only at the discretion of the Commission if it shall deem such publication necessary in the public interest.

Recommendation:

Approval Recommended by Finance Director

Attachments:

- Letter from Finance Director
- List of ongoing services exceeding $60,000 for Commission Approvals
  -

Fiscal Impact (Finance): **Yes**

*Annual Fiscal Year On Going Services with prior fiscal year approvals. General formality per City Policy.

Legal Review (City Attorney): Choose an item.
Click here to enter text.

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☒ Other: Finance Department

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.
Continued To: Click here to enter a date. Referred To: Click here to enter text.
☐ Approved ☐ Denied ☐ Other: Click here to enter text.
File Name: CC agendas 07/23/2025

CITY OF TRUTH OR CONSEQUENCES
505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6673
FAX: (575) 894-0363

PURCHASE ORDER

PO Number: 82185 **Date:** 07/16/2025

Requisition #: 94712 **Vendor #:** 2146

ISSUED TO: CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NM 88004-9002

SHIP TO: SANITATION
601 Nadyne Court
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		SCSWA WASTE DISPOSAL	505-3904-45601		0.00	740,000.00
	WASTE DISPOSAL TRANSPORTED TO LAS CRUCES, SCSWA.						
	SEE ATT. SIGNED RECITALS AGREEMENT 5-22-24						
	CITY OF LAS CRUCES COMMISSION MEETING 6-20-24 FINAL						
	OPEN PO FY 2025-2026 - SOLID WASTE						
	COMMISSION APPROVED 05-22-24						
	SOLID WASTE						

SUBTOTAL:	740,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	740,000.00

Chief Purchasing Office _____ Date: 7/16/25

Director of Finance: Requisition approved electronically.

City Manager: Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax – ID# 01-405755-007

REQUISITION

Requisition #: 94712

Date: 07/02/2025

Vendor #: 2146

ISSUED TO: CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NM 88004-9002

SHIP TO: SANITATION
601 Nadyne Court
Truth or Consequences, NM 87901

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0	SCSWA WASTE DISPOSAL		0.00	505-3904-45601	740,000.00

PO Description: WASTE DISPOSAL FOR SCSWA

Detailed Description:

WASTE DISPOSAL TRANSPORTED TO LAS CRUCES, SCSWA.
SEE ATT. SIGNED RECITALS AGREEMENT 5-22-24
CITY OF LAS CRUCES COMMISSION MEETING 6-20-24 FINAL
OPEN PO FY 2025-2026 - SOLID WASTE
COMMISSION APPROVED 05-22-24
***CONFIRM WITH GARY IF HE WANTS TO MOVE FORWARD OR ADD TO AGENDA- JH

SUBTOTAL:	740,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	740,000.00

Authorized By: _____

Req # 74412

City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901
City (575) 894-6673 • Fax (575) 894-7767

MEMORANDUM

DATE: 6-26-25
TO: Jocelyn,

SUBJECT: Open PO's over $60,000.

1) **City of Las Cruces- waste disposal- $740,000.00- see att. agreement.**
2) **Through CES – with Lonestar Truck Group- 108SD Plus Side Loader - $290,460.00- see att. Quote.**

Thank you,

Carmen M Howell, Administrative Assistant
City of T or C, New Mexico
Recycling and Waste Collection Center

SOUTH CENTRAL SOLID WASTE AUTHORITY
RESOLUTION NO. 2024-14

A RESOLUTION APPROVING THE SOLID WASTE HAULING SERVICES CONTRACT BY AND BETWEEN THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO AND THE SOUTH CENTRAL SOLID WASTE AUTHORITY

The South Central Solid Waste Authority (SCSWA) is informed that:

WHEREAS, this Memorandum of Agreement (referred herein as the "Agreement") is entered into by and between the **CITY OF TRUTH OR CONSEQUENCES, NM** (referred to herein as the "City of T or C") and the **SOUTH CENTRAL SOLID WASTE AUTHORITY** referred to herein as the "Authority."); and

WHEREAS, the Joint Powers Agreement establishing the Authority delegated to the Authority the power to make and enter into contracts; and

WHEREAS, the Authority and the City of T or C desire to enter into this Solid Waste Hauling Services Contract for the purpose of the Authority to provide daily Solid Waste transfer hauling services for the City of T or C; and

WHEREAS, the Authority Executive Director is authorized to do all acts necessary to accomplish the intent of this Resolution, to include the signing of the contract, without further Board approval.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the South Central Solid Waste Authority.

(I)

THAT, the Board approves the Solid Waste Hauling Services Memorandum of Understanding by and Between the City of Truth or Consequences, New Mexico and South Central Solid Waste Authority; and

(II)

THAT, the Authority Executive Director is authorized to do all acts necessary to accomplish the intent of this Resolution, to include signing of the contract, without further Board approval.

G2024-0159 JUN 20, 2024 11:28:14 AM PAGES: 9
RESOLUTION Deputy: Thomas Sierra
Amanda López Askin, County Clerk, Dona Ana, NM

PASSED AND APPROVED this 20th day of June 2024.

SOUTH CENTRAL SOLID WASTE AUTHORITY

Christopher Schaljo-Hernandez, Chair

MOVED BY: **Commissioner Manuel Sanchez**

SECONDED BY: **Chair Christopher Schaljo-Hernandez**

VOTE:	
Commissioner Manuel Sanchez	**Aye**
Commissioner Diana Murillo	**Aye**
MPT Johana Bencomo	**Aye**
Chair Christopher Schaljo-Hernandez	**Aye**
Mayor Erick Enriquez	**Absent**
Vice Chair Becki Graham	**Absent**

MEMORANDUM OF UNDERSTANDING

Final Audit Report 2024-06-20

Created	2024-06-20
By	ROSA MONTOYA (rmontoya@scswa.net)
Status	Signed
Transaction ID	CBJCHBCAABAAO9J-5bsIm3ELUbD0pBFoQ7p57tocP9_m

"MEMORANDUM OF UNDERSTANDING" History

Document created by ROSA MONTOYA (rmontoya@scswa.net)
2024-06-20 - 3:59:19 PM GMT

Document emailed to Christopher Schaljo-Hernandez (schaljohernandez@donaanacounty.org) for signature
2024-06-20 - 3:59:23 PM GMT

Email viewed by Christopher Schaljo-Hernandez (schaljohernandez@donaanacounty.org)
2024-06-20 - 4:01:50 PM GMT

Document e-signed by Christopher Schaljo-Hernandez (schaljohernandez@donaanacounty.org)
Signature Date: 2024-06-20 - 4:02:03 PM GMT - Time Source: server

Agreement completed.
2024-06-20 - 4:02:03 PM GMT

Adobe Acrobat Sign

CONTRACT BETWEEN THE CITY OF TRUTH OR CONSEQUENCES AND SOUTH CENTRAL SOLID WASTE AUTHORITY

This Contract entered into by and between the City of Truth or Consequences, hereinafter referred as the "City," and **South Central Solid Waste Authority** hereinafter referred to as the "Contractor," to transfer Municipal Solid Waste (as defined in the New Mexico Solid Waste Act) for the City of Truth or Consequences. The Contractor is a state agency that was created by an appropriately executed Joint Powers Agreement. The parties can therefore enter into this Contract as a government-to-government Contract. As such, this Contract is exempt from the provisions of the State of New Mexico Procurement Code, pursuant to §13-1-98.

ARTICLE 1. MATERIAL TO BE PROVIDED: When requested, Contractor shall provide solid waste/transfer station hauling services as specified in the RFP and response documents for the City of Truth or Consequences. The Contractor shall have available the service required on an as ordered basis.

The parties had already successfully cooperated with each other in a January, 2016 Contract pursuant to a City's Request for Proposals (RFP) # 15-16-001. The Contractor shall continue to provide the services in accordance with the provisions of that Contract which included the RFP and the Contractor's responses thereto.

ARTICLE 2. PERIOD OF PERFORMANCE: The period of performance of this Contract shall begin from **July 1, 2024.** The Contract shall continue unless ether party exercises its right to termination pursuant to paragraph 9 herein.

ARTICLE 3. PLACE OF PERFORMANCE: Contractor shall have available the item(s) and provide the service as per contract.

ARTICLE 4. ESTIMATED COST: The City procured a "Solid Waste Cost of Service and Rate Design Study" from Parkhill, Smith and Cooper dated January, 2024. Pursuant to the terms of the study, the Contractor's Disposal Rates Per Ton shall be in accordance with the following schedule:

South Central Solid Waste Authority Disposal Rate Per Ton

FY 2023 Revenue	FY 2024 Revenue	FY 2025 Revenue	FY 2026 Revenue	FY 2027 Revenue	FY2028 Revenue
$57.01	**$61.00**	**$65.27**	**$68.53**	**$71.96**	**$75.56**

Commencing in the year 2029 the rates will be adjusted annually consistent with the Consumer Price Index (CPI).

ARTICLE 5. NOTICES AND INVOICES: Invoices shall be mailed to Accounts Payable Office, 505 Sims Street, Truth or Consequences, New Mexico, 87901. All other correspondence shall be submitted jointly to:

CITY OF Truth or Consequences
505 Sims Street
T or C, NM 87901
575-894-6673 Ext. 320
FAX 575-894-0363
e-mail: agonzales@torcnm.org

ARTICLE 6. ASSIGNMENT OF CLAIMS: The Contractor shall not assign or delegate any interest in this Contract or transfer any interest or assign any claims for money due or to become due under this Contract, without the written consent of the City.

ARTICLE 7. MUTUAL HOLD HARMLESS AND INDEMNIFY CLAUSE: The contractor shall indemnify, defend and hold harmless the City, their officers, agents and employees from and against any liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employees of the contractor, or sub-contractor caused by or arising out of the performance, act or omission by the contractor of any term of this contract.

Likewise, the City shall indemnify, defend and hold harmless the contractor, their officers, agents and employees from and against any liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employees of the City caused by or arising out of the performance, act or omission by the City of any term of this contract.

ARTICLE 8. INSURANCE: For the duration of the contract and until all work specified in the contract is completed the Contractor shall maintain in effect all insurance as required below and comply with all limits, terms and conditions stipulated therein.

Work under this contract shall not commence until evidence of all required insurance and bonding is provided to the Finance Department.

Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Contractor and returned to the City. If for any reason, any material change occurs in the coverage during the course of the contract such change will not become effective until thirty (30) days after the City has received written notice of such change.

A. The policy shall be written and the certificate shall reflect that:

1. All insurance required below is in *effect.*
2. The City is an additional insured on the Contractor's general liability policy with respect to activities under the contract.
3. The insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The insurance afforded therein shall be primary insurance and any insurance or self- insurance of the City shall be excess and not contributory insurance.

    i. Being that both Parties are governmental agencies and members of the New Mexico Self Insurance Pool, the contractor shall obtain insurance of the types described below from the New Mexico Self Insurance Fund.

1. Commercial General Liability insurance shall cover liability arising from products and completed operations, premises, contractual liability, personal injury, and advertising injury. There shall be no endorsement or modification of the Commercial General Liability insurance limiting coverage for claims arising from explosion, collapse or underground exposures.
2. Worker's Compensation Insurance as required by the State.

3. Automobile Liability Insurance covering all owned, non-owned, hired and leased vehicles.

B. Contractor shall maintain insurance coverage to meet the limits set in place by the New Mexico Tort Claims Act.

1. $100,000 for damage to or destruction of property arising out of a single occurrence;
2. $300,000 for all past and future medical and medically related expenses arising out of a single occurrence;
3. $400,000 to any person for any number of claims arising out of a single occurrence;
4. $750,000 for all claims other than medical or medically related expenses arising out of a single occurrence;
5. Worker's Compensation Insurance as required by statute.

Contractor shall hold harmless, indemnify and defend the City and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, fees of attorneys, costs and/or actions of any kind and nature whether from death, bodily injury or damage to property resulting from or related to the Contractor's negligence or intentional acts, errors or omissions in the Contractor's performance under this Contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this Contract, for negligence, acts, errors or omissions to act occurring during the term of this Contract.

ARTICLE 9. TERMINATION: Either party may terminate this Contract with or without cause by providing written notice to the other party six (6) months in advance of the termination. In the event of a Contract termination, the Contractor shall be reimbursed for completed work that is approved by the City.

ARTICLE 10. RELEASE: The Contractor, upon final payment of the amount due under this Contract for work completed and approved by the City, releases the City, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this Contract. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City, unless the Contractor has express written authority from an authorized City employee to do so, and then only within the limits of the expressed written authority.

ARTICLE 11. CONFLICT OF INTEREST: The Contractor warrants that he presently has no interest, and shall not acquire any interest during the term of this Contract, which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall be brought to the attention of the City and appropriate action acceptable to the City shall be taken. The Contractor's failure to inform the City of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the City.

ARTICLE 12. INDEPENDENT CONTRACTOR: Nothing in this Contract is intended, or should be construed in any way, to create or establish a partnership relationship between the parties or to establish the Contractor as an agent, representative or employee of the City for any purpose or any manner whatsoever. Contractor and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the City.

Contractor is an independent Contractor of the City. The Contractor, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the City and shall not bind the City in any respect.

ARTICLE 13. PROCUREMENT CODE: As noted in the preamble of this Contract, this Agreement is a government-to-government Contract, and is thus exempted from the provisions of the Procurement Code as per the provisions of §13-1-98, N.M.S.A. (1978)

ARTICLE 14. AMENDMENT: This Contract shall not be altered, changed or amended except by a written instrument signed by both parties.

ARTICLE 15. SOVEREIGN IMMUNITY: By entering into this Contract, the City and its "public employees" as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, supra.

ARTICLE 16. WAIVER: Any waiver of any breach of any covenant, term, condition or agreement in this Contract to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

ARTICLE 17. MERGER OF PRIOR AGREEMENTS: This Contract incorporates all the conditions, agreements and understandings of the parties concerning the subject matter of the Contract. All such conditions, understandings and agreements have been merged into this written Contract. No prior condition, agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.

ARTICLE 18. PARAGRAPH HEADINGS: Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

ARTICLE 19. THIRD PARTY BENEFICIARY: It is agreed between the parties executing this Contract that it is not intended by any of the provisions of the Contract to create on behalf of the public or any member thereof the status of third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit based upon this Contract.

ARTICLE 20. PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent or law enforcement officer of the City shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility.

ARTICLE 21. GOVERNING LAW: This contract shall be construed in agreement with the Laws of the State of New Mexico. The Contractor shall also comply with all applicable Federal and local laws, ordinances, and the rules and regulations of the City.

ARTICLE 22. BINDING EFFECT OF AGREEMENT: Both parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding on the administrators, assigns, and successors of the Contracting Parties.

ARTICLE 23. SEVERABILITY: If any clause or provision of the Contract is held to be illegal, invalid or unenforceable, the remainder of the Contract shall remain in full force and effect. However, in the event that neither party can reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either party, the Contract is void and no damages shall accrue to either party.

ARTICLE 24. ARBITRATION: In the event that a dispute arises with respect to any of the provisions contained in this Contract or any other matter affecting this contractual relationship between the City and the Contractor, it shall be resolved by arbitration in New Mexico in accordance with the rules and procedures of the American Arbitration Association, and judgment upon the award rendered may be entered into any court having jurisdiction. All attorneys' fees and associated expenses shall be awarded as decided by the Arbitrator.

ARTICLE 25. NOTICE TO PROCEED: It is expressly understood that this Contract is not binding upon the City until approved and signed by the City and, further, that the Contractor is not to proceed with its obligations under the Contract until the Contractor has received a fully signed copy of the Contract.

ARTICLE 26. NON-APPROPRIATION: The City's obligation to make payment under the terms of this Agreement are contingent upon its appropriation of sufficient funds to make those payments. If the City does not appropriate funds for the continuation of this Contract, this Contract will terminate upon written notice of that effect to the Principal. The City's determination that sufficient funds have not been appropriated is firm, binding and not subject to review.

ARTICLE 27. DUPLICATE ORIGINALS: This document shall be executed in no less than four (4) counterparts, each of which shall be deemed an original.

ARTICLE 28. SUB-CONTRACT: The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the City or as negotiated an made part of this Agreement.

CITY OF TRUTH OR CONSEQUENCES

Rolf Hechler, Mayor

Date May 22, 2024

As to Legal Sufficiency:

Jay Rubin, Attorney

Date: May 22, 2024

CONTRACTOR

Patrick L. Tack

Print Name

Address: 2865 W. Amador Ave.

Las Cruces, NM 88005

CRS #:

Angela Torres, City
Clerk-Treasurer

Date: May 22, 2024

Federal Tax ID #or SS#: _____

Telephone#: 575-528-3800

Date: 6/20/24

City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901
City (575) 894-6673 ▪ Fax (575) 894-7767

MEMORANDUM

DATE: 6-26-25
TO: Jocelyn,

SUBJECT: Open PO's over $60,000.

1) City of Las Cruces- waste disposal- $740,000.00- see att. agreement.
2) Through CES – with Lonestar Truck Group- 108SD Plus Side Loader - $290,460.00- see att. Quote. - On Hold

Thank you,

Carmen M Howell, Administrative Assistant
City of T or C, New Mexico
Recycling and Waste Collection Center

RECEIVED
JUN 26 2025
BY:

NMSIF
NEW MEXICO SELF-INSURERS' FUND

New Mexico Self-Insurers' Fund

1890

Truth or Consequences

Coverage and Premium Summary

Fiscal Year 2026

Coverage Effective July 1, 2025

Property	
Total TIV (Property, Contractors Equipment, EDP)	$48,854,177
Property Deductible	$1,000
EDP Deductible	$1,000
Contractors Equipment Deductible	$1,000
Total Property Premium	$57,154

Automobile	
Auto # of Units	124
Auto TIV	$7,007,053
Uninsured Motorist	$60,000
Medical Payments	$5,000
Auto Liability Deductible	$
Comprehensive Deductible	$1,000
Collision Deductible	$1,000
Auto Physical Damage Premium	$39,276
Auto Liability Premium	$25,978

General Liability	
Payroll	$5,005,012
Deductible	$
Liquor	$1,500
GL Premium	**$136,059**

Public Officials/Civil Rights	
POL Payroll	$5,005,012
Limit Per Claim	$5,000,000
Aggregate Limit	$5,000,000
Deductible	$5,000
POL Premium	$78,096

Law Enforcement	
LEL Payroll	$940,515
Limit Per Claim	$5,000,000
Aggregate Limit	5000000
Deductible	$5,000
LEL Premium	$92,466

POL/LEL Increased Limit Premium	$12,588

Aggregate - All Liability Premiums	**$384,463**

Total Liability Premium including 20% Credits	$297,500

Workers Compensation	
Payroll	$5,005,012
Experience Modifier (Emod)	1.07
Premium including 75% Credit and Emod Applied	$40,955

Total FY26 NMSIF Premium	**$408,197**

This is not an invoice. Invoices will be issued in July 2025 after FY26 coverage is renewed

Premiums are based on FY25 deductibles and limits of liability, and on the current assets listed on the respective schedules on the Member Portal. Changes made to listed assets may affect final or audited premiums due.

Passthrough coverages for Aviation Liability, Crime/Employee Dishonesty, Volunteers, Cyber and Storage Tank Liability will be invoiced after renewal quotes are received from the respective carriers.



Premium Allocation By Line of Coverage

Coverage	Description	Exposure	Rating Basis	Rate
Property	Building and Contents including CE and EDP	$48,854,177	Per $100 of Value	0.00117
Workers Compensation	All Payroll	$5,005,012	Per $100 of payroll	See below

Workers Compensation Rates by Class Code

The below rates are base rates. You will need to apply your experience modifier and the 75% discount to determine actual premium

Class Code	Description	2025/26 Fund Rate
7403	Airport	$5.29
7705	Ambulance/EMT	$6.87
8831	Animal Control	$2.73
0170	Animal Shelter	$3.85
8820	Attorney	$0.24
8380	Auto Repair	$2.99
9410	Building Inspector	$3.32
9015	NOC/Janitor	$5.11
5403	Carpentry/Masonry	$8.53
9220	Cemetery	$7.18
8810	Clerical	$0.30
8601	Consulting	$0.61
5606	Contract Executive	$1.39
9063	Cooks	$1.81
9101	Crossing Guards	$4.60
7380	Drivers NOC	$6.81
8810	Elected Officials	$0.28
7539	Electric Power	$1.99
5190	Electrician-Building	$4.27
3724	Equipment	$5.98
6217	Excavation/Landfill	$5.61
7710	Firefighters	$4.11
7590	Garbage Works	$5.87
9403	Garbage-Fully Auto	$7.51
9403	Garbage-Non-Auto	$8.25
7502	Gas Company	$2.98
9060	Golf Course	$2.06
9063	Health/Exercise	$1.38
9033	Housing Authority	$2.93
0251	Irrigation	$5.56
7720	Law Enforcement	$2.79

8868	Library/Museum	$0.71
9410	Municipal NOC	$3.60
9102	Parks	$3.58
5183	Plumbing	$4.84
8742	Sales/Collector	$0.60
7580	Sewage Plant	$3.32
6306	Sewer Construction	$7.54
9402	Street Cleaning	$5.89
9554	Street Signs	$10.53
5506	Streets/Roads	$6.54
8292	Warehouse	$4.77
7520	Waterworks	$3.60
3365	Welder	$6.70
9102	Zoo	$4.72

NEW MEXICO SELF-INSURERS' FUND
ADMINSTRATIVE OFFICES: 1229 Paseo de Peralta, Santa Fe, NM 87504
(hereinafter called the "Fund")

WORKER'S COMPENSATION & EMPLOYER'S LIABILITY PLAN
DECLARATIONS PAGE

Policy #: 1890
Insured: Truth or Consequences
Address: 505 Sims Street, T or C, NM, 87901

Policy Period: July 1, 2025 to June 30, 2026
Rating Anniversary Date: July 1st

The Policy is continuous until canceled or terminated by either the Insured or the Fund in accordance with the terms of this Policy. Sixty (60) days advance written notice is required of the Insured to cancel or terminate this Policy, or as otherwise provided by the Fund's Board of Trustees. Should the Insured cancel at any time other than the anniversary date (July 1st of each year) the Insured shall be subject to the short rate procedures as provided for in the Bylaws and Resolutions.

Total Payroll: $5,005,012
Experience Modifier: .07

Worker's Compensation Insurance:
Part One of the Policy applies to the Worker's Compensation Law of New Mexico.
Policy Limits: Statutory

Employer's Liability Insurance:
Part Two of the Policy applies to work in New Mexico.
Policy Limits: $1,050,000 each accident/$1,050,000 policy limit

Other States Insurance:
Part Three of the Policy applies to all states in the United States.
Worker's Compensation Limits: Statutory

Each member's contribution is determined by the Rules, Classifications, Rates, and Rating Plans. The basis for the contribution is the payroll by class as shown on the payroll rating forms and as verified or revised by audit.

Clinton Wicks

Fund Representative

July 1, 2025

Date

NEW MEXICO SELF-INSURERS' FUND
WORKERS' COMPENSATION CERTIFICATE OF COVERAGE

Effective July 1, 2023

I. PURPOSE

This Certificate of Coverage does not provide insurance, but instead provides an explanation to the covered Member Insureds and Public Employees of the municipalities of the State of New Mexico about the intent and use of funds for the workers' compensation program. This Certificate applies to workplaces within your jurisdiction and listed in the Fund's payroll schedule.

II. DEFINITIONS

A. *Fund* or *New Mexico Self Insurers' Fund* means the New Mexico Self Insurers' Fund, an organization established by joint powers agreement of its members, as authorized by Section 3-62-1 et seq., NMSA 1978.

B. *Rating Period* means the period from the policy inception date shown on the information page to the next succeeding rating anniversary date. Each twelve-month period thereafter, from the rating anniversary date to the next, is a separate rating period. Any extension after a rating anniversary date for an additional period of less than twelve (12) months shall be deemed a part of and not in addition to the immediately preceding period.

C. *State* means any state of the United States of America, and the District of Columbia.

D. *Workers' Compensation Law* means the workers' compensation law and occupational disease law of New Mexico and of each state or territory named in the information page. It includes any amendments to that law which are in effect during the rating period. It does not include the provisions of any law that provide non-occupational disability benefits.

III. WORKERS' COMPENSATION INSURANCE

This Certificate applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death. Bodily injury by accident must occur during the rating period. Bodily injury by disease must be caused or aggravated by the conditions of employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the rating period. We will pay promptly when due the benefits required of you by the workers' compensation law.

Coverage under this part of the Certificate is provided only for benefits required to be paid by you to a public employee (excluding independent contractors) and workman as defined by the workers' compensation law. Where any person entitled to benefits from you by the workers' compensation law executes a written election waiving workers' compensation benefits and electing or selecting some other benefit or source of benefits, our obligation to pay under this policy will not become effective. In consideration of the group self-insured funding of this policy, the coverage provided herein shall be in excess of any other applicable benefits until

such benefit or source of benefit is exhausted or the election is revoked whenever such an election of benefits is executed.

We have the right and duty to defend at our expense any claim, proceeding, or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings, or suits. We have no duty to defend a claim, proceeding, or suit that is not covered by this insurance.

We will also pay, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend: expenses incurred at our request, but not loss of earnings; premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance; litigation costs taxed against you; interest on a judgment as required by law until we offer the amount due under this insurance; and expenses we incur.

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because: of your serious and willful misconduct; you knowingly employ an employee in violation of law; you fail to comply with a health or safety law or regulation; or you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law. If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

As between an injured worker and us, we have notice of the injury when you have notice. Your default or any bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us. Jurisdiction over you is jurisdiction over us for purposes of the worker's compensation law. We are bound by decisions against you under that law, subject to the provisions of this Policy that are not in conflict with that law. This insurance conforms to the parts of the workers compensation law that apply to: a) benefits payable by this insurance; b) special taxes, payments into security or other special funds, and assessments payable by us under that law. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law. Nothing in these paragraphs relieves you of your duties under this Policy.

This insurance does not cover: punitive or exemplary damages assessed against an Employer on account of bodily injury or occupational disease sustained by any employee or because of any conduct of the Employer or any of its agents; any fine or penalty imposed upon the

Employer on account of violation or any statute or regulation; or any other governmental, civil or criminal tax, fine or penalty.

IV. EMPLOYERS LIABILITY INSURANCE

This Employers Liability Insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death. The bodily injury must arise out of and in the course of the injured employee's employment by you. The employment must be necessary or incidental to your work in a state or territory listed in the Information Page. Bodily injury by accident must occur during the Rating Period. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last date of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Rating Period. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

We will pay all sums you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance. The damages we will pay, where recovery is permitted by law, include damages: for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee; for care and loss of services; and for consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as Employer.

This insurance does not cover: liability assumed under a contract (does not apply to a warranty that your work will be done in a workmanlike manner); punitive or exemplary damages because of bodily injury to an employee employed in violation of law; bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers; any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law; bodily injury intentionally caused or aggravated by you; bodily injury occurring outside the United States of America, its territories or possessions, and Canada (does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries); damages arising out of the discharge of, coercion of, or discrimination against any employee in violation of law.

We have the right and duty to defend, at our expense any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits. We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend: reasonable expenses incurred at our request, but not loss of earnings; premiums for bonds to release attachments and for appeal bonds in bond

amounts up to the limit of our liability under this insurance; litigation costs taxed against you; interest on a judgment as required by law until we offer the amount due under this insurance; and expenses we incur.

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self insurance will be equal until the loss is paid.

Our liability to pay for damages is limited. Our limits of liability are show in the Information Page. The limit shown for "bodily injury by accident - each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident. A disease is not bodily injury by accident unless it results directly from bodily injury by accident. The limit shown for "bodily injury by disease-policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease-each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee. Bodily injury by disease does not include disease that results directly from a bodily injury by accident. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

There will be no right of action against us under this insurance unless: you have complied with all the terms of this Policy; and the amount you owe has been determined with our consent or by actual trial and final judgment. This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability.

V. OTHER STATES INSURANCE

This other states insurance applies when one or more states are shown in the Information Page. If you begin work in any one of those states and are not insured or are not self-insured for such work, the Policy will apply as though that state were listed in the Information Page. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them. Tell us at once if you begin work in any state listed in the Information Page.

VI. YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this Policy. Your other duties are listed here: provide for immediate medical and other services required by the workers compensation law; give us the names and addresses of the injured persons and of witnesses, and other information we may need; promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit; cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit; do nothing after an injury

occurs that would interfere with our right to recover from others; and do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

VII. PREMIUMS

All premium for this Policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this Policy if authorized by the Fund's board of trustees.

The Information Page indicates the rate and premium basis for certain business or work classifications. The classifications on our Payroll Schedule Form WC103 were assigned based on an estimate of the exposures you would have during a Rating Period. If your actual exposures are not properly described by those classifications, we may assign proper classifications, rates and premium basis by endorsement to this Policy or upon audit.

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the Rating Period for the services of all your officers and employees engaged in work covered by this Policy. You will pay all premium when due. You will pay the premium even if part of all of a workers compensation law is not valid.

The premium shown on the Estimated Premium Billing Invoice, Payroll Schedule Form WC103 or Other Premium Billing from the Fund and endorsements is an estimate. The final premium will be determined after each Rating Period by using the audited premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this Policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will apply the balance as credit on your next Rating Period or other refund method approved by the Fund board of trustees. The final premium will not be less than the highest minimum premium for the classifications covered by this Policy. If this Policy is cancelled, final premium will be determined in the following way: if we cancel, final premium will be calculated pro rata based on the time this Policy was in force. Final premium will not be less than the pro rate share of the minimum premium; if you cancel, final premium will be more than pro rata; it will be based on the time this Policy was in force, and increased by our short rate cancellation table and procedure, subject to a minimum premium as set by the Fund board of trustees due for the Rating Period. Final premium will not be less than the minimum premium.

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them. You will let us examine and audit all your records that relate to this Policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving date. We may conduct the audits during regular business hours during the Rating Period and within three (3) years after the Policy ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

VIII. CONDITIONS

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe and healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

Your rights or duties under this Policy may not be transferred without our written consent. You may cancel this Policy. You must mail or deliver at least sixty (60) days advance written notice to us stating when the cancellation is to take effect. We may cancel this Policy. We must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect for nonpayment of premium. We must mail or deliver to you not less than sixty (60) days advance written notice stating when cancellation is to take effect for any other reason. Mailing that notice to you at your mailing address shown in our records will be sufficient to prove notice. The Rating Period will end on the day and hour stated in the cancellation notice. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this Policy is changed by this statement to comply with that law.

You, the Employer first named in the Information Page, will act on behalf of all insureds to change this Policy, receive return premium, and give or receive notice of cancellation. By accepting this policy, you agree: The statements in the Information Page and all endorsements and items listed there are accurate and complete; those statements are based upon representations you made to use; and we have issued this Policy in reliance upon your representations. You agree that this Policy, the Bylaws and Agreements of the Fund, and terms, conditions or rules issued as provided in those documents by the Fund's board of trustees, contain all the agreements between you and us or any of our agents concerning the insurance afforded. You are not authorized to make changes in the terms of this Policy without our written consent. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

We may pay any part or all of any deductible amount listed in the Information Page or Endorsements to effect settlement of the benefits provided herein, and upon notification of the action taken, you shall promptly reimburse us for the part of the deductible amount we paid. The deductible amount applies to the medical portion of the benefit, and does not apply to: 1) the indemnity or compensation portion of the benefit or 2) the allocated loss adjustment expenses incurred by us, unless otherwise agreed and shown in the Information Page or applicable Endorsements.

IX. CONFLICT

Member Insureds understand that to the extent that this Certificate conflicts in any manner with senior insurance documents in the possession or use of the Fund, those senior insurance documents control.

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 07/08/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Aon Risk Services Central, Inc. Milwaukee WI Office 10700 Research Drive Suite 450 Milwaukee WI 53226 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 570000094018
INSURED New Mexico Self Insurers' Fund P.O. Box 846 Santa Fe NM 87504 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Allmerica Financial Benefit Insurance Co — 41840 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 570114317036 **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The following are included as Additional Insured Entities on the Crime Policy: Village of Causey, City of Lovington, MRCOG, City of Questa, North Central Regional Transit, Vermejo Conservancy District, City of Clovis, City of Questa and City of Hobbs.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	☐ PROPERTY CAUSES OF LOSS / DEDUCTIBLES ☐ BASIC — BUILDING ☐ BROAD — CONTENTS ☐ SPECIAL ☐ EARTHQUAKE ☐ WIND ☐ FLOOD				☐ BUILDING ☐ PERSONAL PROPERTY ☐ BUSINESS INCOME ☐ EXTRA EXPENSE ☐ RENTAL VALUE ☐ BLANKET BUILDING ☐ BLANKET PERS PROP ☐ BLANKET BLDG & PP	
	☐ INLAND MARINE CAUSES OF LOSS ☐ NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
A	☒ CRIME TYPE OF POLICY Crime - Primary	BDCJ47015500	07/01/2023	07/01/2026	☒ Employee Dishonesty	$500,000
	☐ BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

New Mexico Self Insurers' Fund
PO Box 846
Sanata Fe NM 87504 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

CERTIFICATE NUMBER: 570114317036

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE AS JOINT INSURED(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY
GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY
KIDNAP/RANSOM AND EXTORTION COVERAGE FORM
KIDNAP/RANSOM AND EXTORTION POLICY

SCHEDULE

Entity(ies)
GreentreeSolidWasteAuthority
VillageofEncino
VillageofMosquero
VillageofWillard
VillageofFolsom
VermejoConservancyDistrict
VillageofSan Jon
VillageofColumbus
VillageofMaxwell
VillageofRoy
EasternPlainsCouncilofGovernments
NewMexicoMunicipalLeague
VillageofPecos
TownofPeralta
VillageofCorona
VillageofHope
EasternNMNaturalGas
VillageofHouse
VillageofChama
VillageofCimarron
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Entity(ies) shown in the Schedule is/are included as a Named Insured.

© Insurance Services Office, Inc., 2012

Endorsement Number: 001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIQUOR LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE FORM

COVERAGE A FOR BODILY INJURY AND PROPERTY DAMAGE LIABILITY REGARDING ALLEGATIONS INVOLVING THE SALE, DISTRIBUTION OR CONSUMPTION OF ALCOHOL IS WRITTEN ON A CLAIMS MADE BASIS. Any implied or expressed exclusion for **Liquor Liability** is replaced by the following:

2. Coverage is subject to all applicable underwriting guidelines, including but not limited to, a completed annual application and statutory licensing provisions.

3. **Exclusions**

This insurance does not apply to:

c. **Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises.

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.

NEW MEXICO LIABILITY INSURANCE CARD

COMPANY PHONE NUMBER
(800) 432-2036

COMPANY
NEW MEXICO SELF INSURERS'FUND

POLICY NUMBER: 1890

EFFECTIVE DATE
07/01/2025

EXPIRATION DATE
06/30/2026

YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION
Fleet	**Fleet**	**Fleet**

AGENCY/COMPANY ISSUING CARD

New Mexico Self Insurers' Fund
1229 Paseo De Peralta
Santa Fe, NM 87501

INSURED

Truth or Consequences
505 Sims Street, T or C, NM, 87901

This policy provides at least the minimum amounts of liability insurance required by the State of New Mexico for the Specified Vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

SEE IMPORTANT NOTICE ON REVERSE SIDE

New Mexico Liability Insurance Card

Keep this Card in the vehicle

IMPORTANT

If you are in an accident:
1)Remain at the scene. Do Not Admit Fault
2)Find a Safe location, call the police, and exchange driver information.
3)Call your Supervisor right away

To Report a claim:
Contact the Municipal clerk's office to obtain a Tort Claim Notice to be filed with the Municipality.

New Mexico Self-Insurers' Fund

ADMINISTRATIVE OFFICES: 1229 Paseo de Peralta, Santa Fe, NM 87504
(hereinafter called the "Fund")

COMMERCIAL PROPERTY POLICY DECLARATIONS

Master Policy Number: **PR001-26**

Member Insured Policy Number: 1890

Item 1. **Member Insured:** **Truth or Consequences**
505 Sims Street, T or C, NM, 87901

Member Insured means a municipality or any local public body which has paid its allocated contribution to the Fund.

Purpose This Certificate of Coverage does not provide insurance, but instead provides an understanding among Member Insureds of the Fund about the intent and use of the funds established pursuant to the Fund's Joint Powers Agreement, as may be amended.

The Fund is not an insurance company, does not transact insurance, and is not subject to or governed by the New Mexico Insurance Code or Title 13 of the New Mexico Administrative Code. Furthermore, the rule of interpretation/construction to the effect that any ambiguities in a contract are to be resolved against the drafting party shall not apply to the interpretation/construction of this Certificate.

As an insured, you agree to act on your behalf and on behalf of all employees with respect to the giving and receiving of the notice of claim and the payment of premiums. You also agree to be bound by the terms and conditions set forth in agreements made by the Self Insurers' Fund, as amended from time to time, as well as resolutions and rules made by the board of trustees.

Item 2. **Mortgage holders, Loss Payees** Per Certificates on file in the NMSIF Self-Serve Portal

Item 3. **Policy Period:**

From July 1, 2025 to June 30, 2026 (At 11:59 A.M. Standard Mountain Time.)

Item 4. **Coverage Territory:** The State of New Mexico, United States of America

Item 6. **Policy Limit:** 48854177 is the maximum liability in any one **Occurrence** as a result of all covered loss or damage regardless of the number of **Insured Locations**, coverages or **Covered Causes of Loss** under this **Policy**.

Forms Attached:

Form Number	Edition Date	Title
PR001	7/1/2023	Property Declarations
PR002	7/1/2023	NMSIF Property Policy
PR003	7/1/2023	Terrorism Exclusion Endorsement
PR004	7/1/2023	Electronic Data Endorsement
PR005	7/1/2023	Equipment Breakdown Exclusion
PR006	7/1/2023	Maximum Amount Payable Amendatory Endorsement
PR006	7/1/2023	Joint Loss Agreement
PR007	7/1/2023	Shared Coverage Endorsement
PR008	7/1/2023	Combined Business Interruption, Extra Expense, And Tuition Fees
PR009	7/1/2023	Perfluoroalkyl Or Polyfluoroalkyl Substances (Pfas) Exclusion
PR010	7/1/2023	Communicable Disease Endorsement

A. Sublimits of Liability:

The Sublimits of Liability stated in this **Policy** are part of and not in addition to the **Policy Limit** and any Sublimits of Liability shown in Item **6.A.** below. The Sublimits of Liability are: (1) the maximum amount the Fund will pay for all covered loss or damage arising out of the specific perils or coverages and/or (2) the maximum number of days for a specific coverage, regardless of the number of **Insured Locations**, coverages or **Covered Causes of Loss** under this **Policy.**

The Sublimits of Liability stated in this **Policy** are per **Occurrence** unless otherwise indicated. Regardless of the number of **Occurrences,** any Annual Aggregate in this **Policy** is the maximum amount payable for all covered loss or damage for the applicable coverage or **Covered Cause of Loss.**

If the words, NOT COVERED are shown instead of a limit, Sublimit amount, or number of days, or if a specified amount or number of days is not shown corresponding to any coverage or **Covered Cause of Loss**, then no coverage is provided for that coverage or **Covered Cause of Loss.**

1. **Sublimits Applicable to Specified Covered Causes of Loss** – Each of these Sublimits is part of and not in addition to the **Policy Limit.**

   a. **Earth Movement:** $ 6,000,000: Annual Aggregate for all covered loss or damage arising out of **Earth Movement**

   b. **Flood:** $6,000,000: per occurrence for all covered loss or damage arising out of **Flood**

   c. Subject to **A.1.b.** above, the Annual Aggregate for all covered loss or damage arising out of **Flood** in a Special Flood Hazard Area (SFHA) as defined by the Federal Emergency Management Agency (FEMA) at the time of the loss: $ 2,500,000

      If the property that sustains physical loss or damage due to **Flood** is partially in such SFHA, then the entire property shall be deemed to be in that SFHA and the loss or damage will be subject to the Sublimit stated above.

   d. **Equipment Breakdown:**$ NOT COVERED

   e. **Named Storm:** INCLUDED

2. **Sublimits Applicable to Additional Time Element Coverages** - Each of these Sublimits is part of, and not in addition to the **Policy Limit** and any Sublimits applicable to Specified Covered Causes of Loss shown in Item **6.A.1** above.

a.	**Contingent Time Element:**	$1,000,000
b.	**Extended Period of Indemnity**	180 days
c.	**Extra Expense:**	$1,000,000
d.	**Ingress & Egress:**	30 days, subject to a maximum Sublimit of $2,500,000 and a distance limitation of 5 miles

e. **Interruption by Civil or Military Authority:**	30 days, subject to a maximum Sublimit of $2,500,000 and a distance limitation of 5 miles
f. **Rental Value:**	$1,000,000
g. **Royalties**	NOT COVERED

3. **Other Sublimits:** Each of these Sublimits is part of, and not in addition to the **Policy Limit** and any Sublimits applicable to Specified Covered Causes of Loss shown in Item **6.A.1** above.

a. **Accounts Receivable:**	$ 6,000,000
b. **Contractor's Equipment**	NOT COVERED Excluded from NMSIF property pool. Coverage is extended through a separate pass-through program.
c. **Debris Removal:**	25.00% of covered direct physical loss or damage payable for all Insured Property, subject to a maximum Sublimit of $5,000,000
d. **Demolition And Increased Cost of Construction:**	
Demolition Coverage A:	Included
Demolition Coverage B:	$6,000,000
Demolition Coverage C:	$6,000,000
e. **Electronic Data and Media:**	INCLUDED as per schedule on file
f. **Errors or Omissions:**	1,000,000, including as respects **Earth Movement and Flood**
g. **Expediting Expenses:**	$1,000,000
h. **Fine Arts**	NOT COVERED Excluded from NMSIF property pool. Coverage is extended through a separate pass- through program.

i.	**Fire Brigade Charges and Extinguishing Expenses**	$500,000
j.	**Leasehold Interest including Leasehold Improvements and Betterments**	$250,000
k.	**Limited Pollution Coverage**	$250,000 Annual Aggregate
l.	**Ordinary Payroll**	NOT COVERED
m.	**Miscellaneous Unnamed Locations**	$1,000,000 for 90 days
n.	**Newly Acquired**	$1,000,000 for 90 days
o.	**New Construction and Additions**	$1,000,000 including **Soft Costs**
p.	**Outdoor Property**	$2,500,000
q.	**Pairs or Sets**	$100,000
r.	**Professional Fees**	$50,000
s.	**Property Removed from Insured Locations**	$250,000
t.	**Service Interruption**	$6,000,000
u.	**Spoilage**	$250,000
v.	**Transit**	$2,500,000 per conveyance subject to a maximum sublimit of $2,500,000 per **Occurrence**
w.	**Valuable Papers and Records**	$6,000,000
x.	**Fiber Optic Cables**	$1,000,000
y.	**Renovations and Repairs at Existing Locations**	$6,000,000

B. **Maximum Amount Payable:** In the event of covered loss or damage hereunder, the liability of the Fund shall be limited to the least of the following:

1. The actual adjusted amount of covered loss or damage, less applicable Deductible(s);

2. As respects each **Insured Location,** one-hundred (100%) percent of the total stated values for all categories of Insured Property and Time Element coverages

shown for that **Insured Location** on the latest Statement of Values included in the NMSIF Self-Serve Portal prior to the time of the loss or damage; or

3. The **Policy Limit** or applicable Sublimit(s) of Liability shown in Item 6.A. or elsewhere in this **Policy.**

C. Deductibles and Qualifying Periods: In accordance with the **Policy**, the following Qualifying Periods apply to these Additional Coverages:

The Deductibles shown below apply per **Occurrence** unless otherwise stated.

a. Policy Deductible: Building/Contents $1,000; Contractors Equipment $1,000; Computers $1,000 applicable to all covered loss or damage unless otherwise stated below or in this **Policy.**

b. Earth Movement: $1,000 for all covered loss or damage arising out of **Earth Movement** (other than as set forth in this Earth Movement Deductible section).

c. Flood $1,000 for all covered loss or damage arising out of **Flood** (other than as set forth in this Flood Deductible section).

d. Hail: $1,000 per **occurrence.**

e. Time Element Separate Deductibles:

1.	**Ingress & Egress:**	24 hours
2.	**Interruption by Civil or Military Authority:**	24 hours
3.	**Service Interruption:**	24 hours

If an amount is not shown for any Deductible, then that Deductible shall not apply. Also, if an amount is not shown with respect to a part of a Deductible, then such part shall not apply, but the rest of the Deductible shall apply. When this **Policy** covers more than one **Insured Location**, the Deductible shall apply against the total loss or damage covered by this **Policy** in any one **Occurrence**, unless otherwise stated herein.

If two or more Deductible amounts provided in this **Policy** apply to a single **Occurrence**, the total to be deducted shall not exceed the largest applicable Deductible unless otherwise stated in this **Policy.** However, if a separate Property Damage Deductible and a separate Time Element Deductible apply to loss or damage in a single **Occurrence**, the Fund shall apply both Deductibles. For any coverage for which there is a waiting period or a time period before coverage commences, such period shall apply in addition to any applicable Deductible(s) set forth in this **Policy.**

COMMERCIAL PROPERTY POLICY

Various provisions in this **Policy** restrict coverage. Read the entire **Policy** carefully to determine rights, duties and what is and is not covered.

The word "Insured" means the Named Insured shown in Item **1.** of the Policy Declarations and any person or entity qualifying as a Named Insured. The word "Fund" means the Insurer providing coverage under this **Policy**. Words or phrases which appear in boldface type have special meanings as defined in the POLICY DEFINITIONS Section and elsewhere in this **Policy**.

SECTION I – COVERED CAUSES OF LOSS

A. INSURING AGREEMENT: Subject to all of the terms and conditions of this **Policy**, the Fund insures against all risks of direct physical loss or damage to Insured Property from a **Covered Cause of Loss**.

B. PERILS EXCLUDED:

Except as otherwise provided under the Additional Coverages and Additional Time Element Coverages (and in such event, only to the extent provided therein), the Fund does not insure for loss or damage caused directly or indirectly by any of the following perils. Such loss or damage is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss or damage. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area:

1. Nuclear reaction or nuclear radiation or radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by a **Covered Cause** of Loss. However:

   a. If fire and sprinkler leakage not otherwise excluded ensues, the Fund shall be liable for direct physical loss or damage by such ensuing fire and sprinkler leakage, but not including any loss or damage due to nuclear reaction, nuclear radiation or radioactive contamination; and

   b. This exclusion shall not apply to direct physical loss or damage, not otherwise excluded, caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the **Insured Location**, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the **Insured Locations**.

2. War, hostile or warlike action in time of peace or war, whether or not declared, including action in hindering, combating, or defending against an actual, impending, or expected attack:

   a. By any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or

   b. By military, naval or air forces; or

   c. By an agent of any such government, power, authority or force;

   d. Any weapon employing atomic fission, fusion or radioactive force, or any weapon that disperses radioactive material or a directed-energy or electromagnetic weapon, whether in time of peace or war, whether or not its discharge was accidental; or

e. Insurrection, rebellion, revolution, civil war, usurped power, seizure, destruction or any action taken by governmental authority in hindering, combating or defending against any action described in this Subparagraph b; Including any consequence of Subparagraphs above of this exclusion.

3. Loss or damage caused directly or indirectly by **Terrorism**, whether controlled or uncontrolled, proximate or remote, sudden or over any length of time, or which is contributed to or aggravated by any other cause or event. Such **Terrorism** is excluded regardless of any other cause or event occurring concurrently or in any sequence with such **Terrorism.**

4. Any fraudulent or dishonest act or acts committed alone or in collusion with others: by any proprietor, partner, director, trustee, officer or employee of the Insured, or by any party to whom the property may have been entrusted (other than a carrier for hire).

   However, a willful act of destruction by an employee of the Insured, or others listed above, without the knowledge of any of the Insured's proprietors, partners, directors, trustees or officers is covered.

5. Removal of asbestos material, except this exclusion does not apply to asbestos material when such material is part of Insured Property which sustains direct physical loss or damage caused by a **Defined Peril** at the **Insured Location.** Coverage is limited to $25,000 per occurrence.

6. The actual, alleged or threatened release, discharge, escape or dispersal of **Pollutants or Contaminants,** all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any **Covered Cause of Loss** under this **Policy.**

   However, this exclusion shall not apply to direct physical loss or damage to Insured Property from **Pollutants or Contaminants** caused by a **Defined Peril** at the **Insured Location,** including the cost to clean-up **Pollutants or Contaminants** from Insured Property at the **Insured Location,** resulting from such loss or damage. No coverage is provided for testing or monitoring for **Pollutants or Contaminants.** For the purpose of the exception to this exclusion only, **Pollutants or Contaminants** do not include radioactive contaminants.

7. Lack of:

   a. Incoming electricity, gas, fuel, steam, water or refrigeration.

   b. **Cloud Computing Service** or data, voice or video service; or

   c. Outgoing sewerage.

8. Costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

9. Any functioning or malfunctioning or lack of:

   a. The internet or similar facility; or

   b. Any intranet or private network, computer system, computer or computing device or similar facility;

      However, if direct physical loss or damage to Insured Property at an **Insured Location** from a **Defined Peril** ensues, this **Policy** shall cover such ensuing loss or damage.

10. Error or omission in machine programming or instructions of **Electronic Data and Media,** including, loss attributable to program design constraints, networking compatibility and original business software; all unless direct physical loss or damage not otherwise excluded by this **Policy** ensues, in which event,

the Fund shall cover only such ensuing loss or damage.

11. Loss or damage due to any **Unauthorized Access, Unauthorized Use, Malicious Code, Magnetic Damage to Electronic Data and Media, Denial of Service Attack** or other similar peril affecting **Electronic Data and Media** or the access to or use of computer hardware, software or other components thereof; all unless direct physical loss or damage not otherwise excluded by this **Policy** ensues, in which event, the Fund shall cover only such ensuing loss or damage.

12. **Fungus, Mold or Spore;** or any spores or toxins created or produced by or emanating from such **Fungus, Mold or Spore.**

13. **Equipment Breakdown** of: (1) vehicles, draglines or excavation or construction equipment; or (2) any equipment on the foregoing.

14. Loss or damage arising out of any **Covered Cause of Loss**, Additional Coverages or Additional Time Element Coverages for which the words NOT COVERED or for which a specified amount or number of days is not shown in the Policy Declarations.

The Fund does not insure for loss or damage caused by any of the following:

a. Delay, loss of market or loss of use.

b. Indirect, remote or consequential loss or damage.

c. Mysterious disappearance or loss or shortage disclosed on taking inventory or any unexplained loss.

d. Voluntary parting with title or possession of any property, including voluntary parting which is the result of larceny, false pretenses or any other similar act.

e. Faulty workmanship, material, construction, installation or design from any cause. However, if direct physical loss or damage not otherwise excluded by this **Policy** ensues, this **Policy** will cover only such ensuing loss or damage.

f. Processing, fabricating, testing, packaging or other similar operations as part of manufacturing or processing of stock, materials or **Finished Goods**, including any voluntary or involuntary recall of any product for any reason; all unless direct physical loss or damage not otherwise excluded by this **Policy** ensues, in which event this **Policy** will cover only such ensuing loss or damage.

g. Deterioration; depletion; rust; corrosion; erosion; wet or dry rot; decay; evaporation; leakage; wear and tear; animal, insect or vermin damage; inherent vice or latent defect; shrinkage or change in color, flavor, texture or finish; damages from extremes or changes of temperature; damage from changes in relative humidity; all whether atmospheric or not. However, if direct physical loss or damage not otherwise excluded by this **Policy** ensues, this **Policy** will cover only such ensuing loss or damage.

h. Settling, cracking, shrinking, bulging or expansion of pavements, foundations, walls, floors or ceilings. However, if direct physical loss or damage not otherwise excluded by this **Policy** ensues, this **Policy** will cover only such ensuing loss or damage.

i. Hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel, or an electrical insulation breakdown test to any type of electrical equipment. However, if direct physical loss or damage not otherwise excluded by this **Policy** ensues, this **Policy** will cover only such ensuing loss or damage.

j. If **Earth Movement** and/or **Flood** is not covered, then any cause or event occurring concurrently or in any sequence with such peril(s) is also not covered, except for direct physical loss or damage to

Insured Property caused by fire, sprinkler leakage or explosion following **Earth Movement, Flood** or **Named Storm**, whichever is applicable.

Direct physical loss or damage to Insured Property caused by fire, sprinkler leakage or explosion shall not be considered loss or damage by **Earth Movement, Flood** or **Named Storm**, whichever is applicable, within the terms and conditions of this **Policy**.

SECTION II – INSURED PROPERTY

A. INSURED PROPERTY: Unless otherwise excluded, this **Policy** covers the following property while on the **Insured Locations** and within 1,000 feet thereof and included in the Self-Serve portal as a covered asset:

1. Real property and personal property in which the Insured has an insurable interest
2. Improvements and betterments to buildings or structures in which the Insured has an insurable interest. Such improvements and betterments shall be considered real property;
3. Personal property, other than motor vehicles, of officers and employees of the Insured while used in the course and scope of their employment with the member insured;
4. Personal property of others in the care, custody and control of the Insured, when the Insured is under obligation to insure such property for physical loss or damage of the type insured against under this **Policy**;
5. Contractor's and vendor's interests in property of the type covered by this **Policy** to the extent of the Insured's liability imposed by law or assumed by written contract prior to the date of direct physical loss or damage. However, such interests do not extend to any Time Element coverage provided by this **Policy**.
6. Motorized Vehicles owned by or leased to the Member Insured while on premise or over the road
7. Unmanned Aerial Vehicles (Drones) up to the actual cash value to repair or replace
8. Animals this Certificate is extended to cover police dogs, police horses, or other specially trained animals used by law enforcement; livestock, or research animals maintained in the normal course of business of the Member Insured subject to perils, exclusions, and valuation sections herein. Coverage includes re- training expenses. Death from natural causes, illness or other non-work related occurrence is excluded.
9. Vehicles this Certificate is extended to cover vehicles of the Member Insured, including vehicles rented or owned by employees of the Member Insured while acting within the scope of their duties, against physical loss or damage by a covered peril during the term of this Certificate subject to the applicable deductible per occurrence.

   As a condition that must be satisfied prior to extending coverage, the Member Insured must certify in writing that the employee was acting within the scope of their duties and that the claim was first tendered to the employee's personal vehicle insurance carrier. Coverage provided pursuant to this certificate is always secondary and only attaches after a Member Insured's primary coverage applies. Only upon certification by the Member Insured can they submit an Employee vehicle loss claim.

   Coverage is extended but is reduced in an amount commensurate with the degree of negligence

attributable to the employee as determined by the Risk Services Director. The claim will be subject to the applicable deductible per occurrence to be paid by the Member Insured.

B. PROPERTY EXCLUDED: Except as otherwise provided under the Additional Coverages and Additional Time Element Coverages (and in such event, only to the extent provided therein), this **Policy** does not insure against loss or damage to:

1. New buildings, structures and additions under construction, including any site preparation;
2. Materials, equipment and supplies for new buildings, structures and additions;
3. Currency, money, notes, securities, stamps, furs, jewelry, precious metals, precious stones and semi-precious stones. This exclusion does not apply to precious metals and precious or semi-precious stones used by the Insured for industrial purposes;
4. Land, land values, any substance in or on land or any alteration to the land; athletic fields, golf courses (including land on which covered property is located), site prep, and land values (except building landscaping); However, this policy does insure the following:
   a. any manmade: dams, dikes, levees, aqueducts and other surface containments,
   b. Fill beneath any buildings or structures;
5. Water, except water which is normally contained within any type of insured tank, piping system or other process equipment;
6. **Outdoor Property;**
7. Standing timber, growing crops
8. Watercraft, aircraft, locomotives and railroad rolling stock;
9. Property sold by the Insured under conditional sale, trust agreement, installment plan or other deferred payment plan after delivery to customers;
10. Property in transit;
11. Underground mines, caverns or mining shafts, and any property contained therein;
12. Offshore property, including offshore rigs, platforms or similar structures, and property contained therein or thereon;
13. Satellites and spacecraft
14. Bridges, tunnels, reservoirs and canals; bulkheads, pilings, docks, piers and wharves;
15. Transmission and distribution lines of every type and description, except when located on an **Insured Location** or within one-thousand (1,000) feet thereof;
16. Personal property in the care, custody, and control of the Insured when the Insured is acting as a warehouse operator, bailee for hire or a carrier for hire;
17. **Fine Arts.**
18. **Contractors Equipment**

SECTION III – VALUATION

Unless otherwise endorsed hereon, the property, as described below, will be valued as follows:

A. For all property other than property specifically described in Subparagraphs **B.** through **N.**, inclusive, below: Such property will be valued at the cost to repair or replace (whichever is less) at the time and place of the loss with materials of like kind and quality, without deduction for depreciation and/or obsolescence.

The Insured may elect to rebuild on another site, however the liability of the Fund is limited to the amount of loss or damage that would otherwise be payable to rebuild at the same site.

If property is not replaced, or construction procurement begun, within twelve (12) months, then the actual cash value shall apply. No payment shall be provided if the Member Insured has no intention of replacing or repairing the damaged property or if repairs have not commenced within eighteen (18) months from the date of loss.

On antique, restored, or historical buildings, the cost of acquisition, relocation to the site and renovation or reconstruction. If property is not replaced, or construction procurement begun, within twenty four (24) months, then the actual cash value shall apply. In the event of a partial loss, normal replacement cost coverage, would apply.

B. In regards to covered vehicles, and/or unlicensed vehicles on or off premises, the Fund shall not be liable for more than the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value as determined utilizing NADA clean retail value as a base price minus 10% for salvage, if vehicle is retained.

However, in no event shall the loss exceed what it would then cost to repair or replace, whichever is less, with materials of like kind and quality, nor the amount for which the Member Insured may be liable. No payment will be provided if Member Insured has no intention of replacement or repair of damaged vehicles.

C. Unmanned aerial system (drones): in regards to covered unmanned aerial systems and attached apparatus the Fund shall not be liable for more than the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value as determined by an independent appraiser as selected by the Fund.

D. Animals: replacement cost with like kind and quality.

E. Landscape: the actual replacement cost of sod, trees, shrubs, and plants; however, the Fund's liability for replacement of plants and shrubs will be limited to the actual size of the destroyed tree, plant or shrub at the time of loss, up to maximum size of 15 gallons per item. The term "landscape" does not include golf course greens, fairways, and bunkers.

F. Stock in process will be valued at the cost of **Raw Materials** and labor expended plus the proper proportion of overhead charges.

G. **Finished Goods** manufactured by the Insured will be valued at the regular cash selling price at the location where the loss occurs, less all discounts and charges to which the merchandise would have been subject had no loss occurred.

H. **Raw Materials**, supplies and merchandise not manufactured by the Insured will be valued at the cost

to replace such property.

I. **Valuable Papers and Records** will be valued at the cost to replace or restore the property with like kind and quality including the cost to research, gather and assemble information. If not replaced, the Fund will only pay the blank value of the papers or records.

J. **Electronic Data and Media: Electronic Data** will be valued at the cost to restore such data from duplicates to the condition that existed prior to the time of the loss. If duplicate electronic data is not available, then the **Electronic Data** will be valued at the cost to research, gather and assemble the **Electronic Data** to the condition that existed prior to the time of the loss.

Media will be valued at the lesser of the cost to repair the **Media** or replace it with blank media of like kind and quality without deduction for depreciation and/or obsolescence.

K. Jigs and fixtures, dies, small tools and patterns will be valued at replacement cost, if replacement cost values have been reported to the Fund and if actually replaced; otherwise, such items will be valued at the replacement cost minus the proper deduction for depreciation and/or obsolescence, but not to exceed the cost to repair or replace the property with materials of like kind and quality.

L. Leasehold improvements and betterments will be valued as follows:

1. If repaired or replaced at the expense of the Insured within two (2) years after the date of the loss, the cost to repair or replace the damaged improvements and betterments with materials of like kind and quality;

2. If not repaired or replaced within two (2) years after the date of the loss, a proportion of the Insured's original cost determined as follows:

    a. Multiplying the original cost by the number of days from the date of loss or damage to the expiration of the lease; and

    b. Dividing the amount determined in Subparagraph a. above by the number of days from the installation of improvements to the expiration of the lease.

    c. If the Insured's lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure; or

3. If others pay for repairs or replacement, then no amount shall be payable.

M. Accounts Receivable will be valued at the amount owed the Insured which the Insured is unable to collect from customers due to the loss of the Accounts Receivable, and shall include:

1. Any collection expenses over and above the normal collection costs;

2. Interest charges on any loan to offset impaired collections pending repayment of such sums that cannot be collected; and

3. The reasonable and necessary expenses incurred by the Insured to recreate Accounts Receivable records.

4. Unearned interest and service charges on deferred payment accounts and normal credit losses on bad debts shall be deducted in determining the recovery hereunder.

All amounts recovered by the Insured on Accounts Receivable for which the Insured has been paid

by the Fund will belong and be paid to the Fund by the Insured up to the total amount of loss paid by the Fund. All recoveries in excess of such amounts will belong to the Insured.

In the event it is possible to reconstruct the Insured's Accounts Receivable records after they have been physically lost or damaged, so that no shortage in collection of Accounts Receivable is sustained, the Fund shall only be liable for the costs of the material and the time required to reconstruct such records, with the exercise of due diligence and dispatch, but only to the extent that such amounts are not covered by any other insurance.

N. Property for Sale: As respects any real property that was being offered for sale at the time of loss, the loss or damage to such property will be valued at the lesser of:

1. The cost to repair or replace the damaged property; or

2. The price at which the property is offered for sale less the market value of the land.

O. Property in Transit: In case of loss, the basis of adjustment shall be:

1. Property shipped to or for the account of the Insured shall be valued at the actual invoice to the Insured, together with such costs and charges as may have accrued and become legally due on such property;

2. Property which has been sold by the Insured and has been shipped to or for the account of the purchaser is valued at the amount of the Insured's selling invoice, including prepaid or advanced freight;

3. Property of others not under invoice shall be valued at the least of the Insured's legal liability for such property, the replacement cost or the actual market value at the point of destination on the date of the **Occurrence**, less any charges saved which would have become due and payable upon delivery at destination; or

4. Property of the Insured not under invoice shall be valued in accordance with the valuation provisions of this **Policy** applying at the location from which such property is being transported, less any charges saved which would have become due and payable upon delivery at such destination.

P. Trees, shrubs, plants and lawns will be valued at the cost to replace the property with local nursery stock.

Unless otherwise specifically stated, the Fund will compute the valuations at the time and place of the loss. All of the above shall be subject to the applicable Sublimit of Liability set forth in this **Policy**.

1. INGRESS & EGRESS: This **Policy** is extended to cover the actual loss of income and **Extra Expense** sustained during the period of time when partial or total physical ingress to or egress from the Insured's real or personal property is prohibited as a direct result of a **Covered Cause of Loss** to property of others, provided that such property of others is within the distance from the **Insured Location** as shown on the Policy Declarations under Ingress & Egress. There shall be no loss payable under this Additional Coverage unless the prohibition of ingress to or egress from real or personal property exceeds the Qualifying Period shown in the Policy Declarations. If the prohibition does exceed the Qualifying Period, the loss shall be measured from the date that ingress to or egress from real or personal property is prohibited and ends when ingress or egress is no longer prohibited, but no longer than the number of days for Ingress & Egress shown in the Policy Declarations. In no event shall the Fund pay more than the Sublimit shown in the Policy Declarations.

2. INTERRUPTION BY CIVIL OR MILITARY AUTHORITY: This **Policy** is extended to cover the actual loss of income and **Extra Expense** sustained during the period of time when an order of civil or military authority prohibits total or partial access to the Insured's real or personal property, provided such order is a direct result of a **Covered Cause of Loss** to property of others and such property of others is within the distance from the **Insured Location** as shown on the Policy Declarations under Interruption by Civil or Military Authority. There shall be no loss payable under this Additional Coverage unless the length of time the order prohibiting access to the Insured's real or personal property exceeds the Qualifying Period shown in the Policy Declarations. If the length of time of the order does exceed the Qualifying Period, the loss shall be measured from the effective date of such order and ends when the order expires, but no longer than the number of days for Interruption of Civil or Military Authority shown in the Policy Declarations. In no event shall the Fund pay more than the Sublimit shown in the Policy Declarations.

3. RENTAL VALUE: As respects Insured Property held for rental to others, this **Policy** is extended to cover the loss sustained by the Insured due to direct physical loss or damage by a **Covered Cause of Loss** during the Period of Interruption but not exceeding the reduction in **Rental Value** less charges and expenses which do not necessarily continue.

   Rental Value means the sum of:

   a. The total anticipated gross rental income from tenant occupancy of the **Insured Location** as furnished and equipped by the Insured including taxes, rent based on percentage of sales, and other charges paid by tenants in respect of the leased premises;

   b. The amount of all charges which, by the terms of a written lease, are the legal obligation of the tenant(s) and which would otherwise be obligations of the Insured; and

   c. The fair rental value of any portion of such property which is occupied by the Insured.

   Due consideration will be given to the historic rental income and expenses prior to the loss and the probable rental income and expenses thereafter.

   If a **Covered Cause of Loss** results in coverage under more than one Additional Time Element Coverage, the Fund will only pay for loss under one of them, whichever is greater.

B. ADDITIONAL EXCLUSIONS: Time Element Coverage under this **Policy** does not cover:

   1. IDLE PERIODS - Any loss during any period in which goods would not have been produced, or business operations or services would not have been maintained, for any reason other than direct physical loss or damage from a **Covered Cause of Loss** to which this coverage applies.

   2. REMOTE LOSS –

      a. Any increase in loss due to the suspension, cancellation or lapse of any lease, contract, license, order or loss of market;

      b. Any loss due to fines or damages for breach of contract or for late or non-completion of orders or penalties of whatever nature; or

      c. Any increase in loss due to interference at the Insured's premises or the supplier's or customer's premises by strikers or other persons with rebuilding, repairing, or replacing the property damaged or destroyed, or with the resumption or continuation of business, or with the re-occupancy of such premises.

      Nor shall the Fund be liable for any other consequential or remote loss, other than as specifically provided in this TIME ELEMENT COVERAGE Section of this **Policy**.

   3. FINISHED GOODS - Any loss resulting from loss or damage to **Finished Goods** not for the time required for their reproduction.

   4. TRANSIT - Any loss resulting from loss or damage to property in transit.

   5. CONTRACTOR'S OR VENDOR'S INTERESTS – Any loss resulting from loss or damage to contractor's or vendor's interests in Insured Property.

SECTION V – ADDITIONAL COVERAGES

All Additional Coverages are subject to the terms and conditions of this **Policy**, including but not limited to, the Sublimits of Liability corresponding to each such Additional Coverage and any other applicable Sublimits or Deductibles shown elsewhere in this **Policy**. The Sublimits corresponding to each such Additional Coverage are the maximum amount the Fund will pay for all loss or damage arising out of such specified Additional Coverages. Such Sublimits are part of, and not in addition to the **Policy Limit** and the Specified Covered Causes of Loss Sublimits shown in Item

In addition, the maximum amount that the Fund will pay for each **Occurrence** for all loss or damage with respect to **Miscellaneous Unnamed Locations**, Newly Acquired Property or for locations for which coverage is provided under the ERRORS OR OMISSIONS Additional Coverage is the corresponding applicable Sublimit of Liability for MISCELLANEOUS UNNAMED LOCATIONS, NEWLY ACQUIRED PROPERTY or ERRORS OR OMISSIONS Additional Coverages as shown in the Policy Declarations for each such Additional Coverage regardless of any other coverage, Additional Coverages or Additional Time Element Coverages.

A. ACCOUNTS RECEIVABLE: This **Policy** covers any shortage in the collection of Accounts Receivable resulting from direct physical loss or damage by a **Covered Cause of Loss** to Accounts Receivable records.

   This extension of coverage does not apply to loss due to:

   1. Bookkeeping, accounting or billing errors and omissions; and

   2. Alteration, corruption, erasure, falsification, manipulation, concealment, destruction, or disposal of Accounts Receivable records committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property, but only to the extent of such wrongful giving, taking, obtaining or withholding.

B. DEBRIS REMOVAL: This **Policy** covers the necessary and reasonable expense to remove debris consisting of Insured Property from the **Insured Location(s)** remaining as a result of direct physical loss or damage from a **Covered Cause of Loss** when the Insured gives written notice of such direct physical loss or damage to the Fund within one hundred eighty (180) days after such loss or damage. The Fund shall not be liable for any debris removal cost or expense associated with removing contaminated or polluted uninsured property, nor the **Pollutants or Contaminants** therein or thereon, whether or not such contamination results from a **Covered Cause of Loss.**

C. DEMOLITION AND INCREASED COST OF CONSTRUCTION: In the event of direct physical loss or damage by a **Covered Cause of Loss** to a building at an **Insured Location** that results in the enforcement of any law, ordinance, governmental directive or standard in effect at the time of loss or damage regulating the construction, repair or use and occupancy of the property, the Fund shall pay up to the applicable Sublimits set forth in the Policy Declarations as follows:

   1. Demolition Coverage A: In accordance with the VALUATION Section of this **Policy**, the cost to replace the undamaged portion of the damaged building as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged portion of the same building;
   2. Demolition Coverage B: The cost to demolish and clear the site of the undamaged portion of the damaged building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged portion of the same building; and

3. Demolition Coverage C: The increased cost of repair or replacement of the damaged building and undamaged portion of the same building, limited to the cost that would have been incurred in order to comply with the minimum requirements of such law or ordinance regulating the repair or replacement of the damaged building. However, the Fund shall not be liable for any such increased cost unless the damaged building is actually repaired or replaced.

The Fund shall not be liable for any cost set forth above:

a. Necessitated by the enforcement of any law or ordinance regulating any form of **Pollutants or Contaminants;** or

b. Incurred due to any law or ordinance with which the Insured was legally obligated to comply prior to the time of the direct physical loss or damage.

D. ELECTRONIC DATA AND MEDIA: This **Policy** is extended to cover direct physical loss or damage to **Electronic Data and Media** by a **Covered Cause of Loss.** However, the Fund shall not be liable for any loss or damage arising out of **Unauthorized Access, Unauthorized Use, Denial of Service Attack, Malicious Code, Magnetic Damage to Electronic Data and Media** or **Vandalism** and **Malicious Mischief.**

E. ERRORS OR OMISSIONS: This **Policy** is extended to cover direct physical loss or damage by a **Covered Cause of Loss** at locations within the **Coverage Territory** that are owned, leased or operated by the Insured, if such loss or damage is not payable under this **Policy** solely due to:

1. Any error or unintentional omission in the description of the address of the property whether made at the inception of the Policy Period or subsequent thereto; or

2. Failure through any error or unintentional omission to:

a. Include any location of the Insured at the inception of the **Policy;** or

b. Report any newly acquired location before the period of automatic coverage expires under the NEWLY ACQUIRED PROPERTY Additional Coverage.

This **Policy** covers such direct physical loss or damage, to the extent it would have provided coverage had such error or omission not been made.

It is a condition of this Additional Coverage that any error or omission be reported by the Insured to the Fund when discovered and that the Insured shall pay any additional premium due.

No coverage is provided at any location for new buildings, additions or alterations in the course of construction if the Insured has failed to report such location due to an error or omission (other than inadvertent error or unintentional omission in the description of the address of the property).

There is no coverage under this Subparagraph for loss or damage which is covered under the MISCELLANEOUS UNNAMED LOCATIONS or NEWLY ACQUIRED PROPERTY Additional Coverages.

F. EXPEDITING EXPENSES: This **Policy** is extended to cover reasonable and necessary expediting expenses to:

1. Make temporary repairs to Insured Property; or

2. Expedite the permanent repair or replacement of Insured Property;

that has sustained direct physical loss or damage by a **Covered Cause of Loss.**

G. FIRE BRIGADE CHARGES AND EXTINGUISHING EXPENSES: This **Policy** covers the following expenses resulting from a **Covered Cause of Loss** at an **Insured Location:**

1. Fire brigade charges and extinguishing expenses which the Insured incurs;

2. Loss and disposal of fire extinguishing materials expended. There is no coverage for any costs incurred as a result of a false alarm.

H. LEASEHOLD IMPROVEMENTS & BETTERMENTS: This **Policy** is extended to cover the value of undamaged tenant's improvements and betterments when the Insured's lease is cancelled by the Insured tenant or the Insured's lessor acting under a valid condition of the lease due to direct physical loss or damage to building or personal property caused by or resulting from a **Covered Cause of Loss** at an **Insured Location.** This Additional Coverage is subject to the Leasehold Interest Sublimit set forth in the Policy Declarations.

I. LEASEHOLD INTEREST: If Insured Property is: (1) rendered wholly or partially untenantable by direct physical loss or damage to Insured Property by a **Covered Cause of Loss** during the Policy Period and (2) the Insured's lease is cancelled by a party, other than the Named Insured or an entity that has a common ownership with the Named Insured, in accordance with the conditions of the lease, then this **Policy** is extended to cover **The Interest of the Insured as Lessee** or **The Interest of the Insured as Lessor,** whichever is applicable, but only for the first three months succeeding the date of the loss and the **Net Lease Interest** shall be paid for the remaining months of the unexpired lease.

Recovery under this Additional Coverage shall be the pro-rata proportion from the date of loss to expiration date of the lease (to be paid without discount) on the Insured's interest in:

1. The amount of bonus paid by the Insured for the acquisition of the lease not recoverable under the terms of the lease; and

2. The amount of advance rent paid by the Insured and not recoverable under the terms of the lease. The following terms, wherever used in this Subparagraph, shall mean:

   1. **The Interest of the Insured as Lessee** is defined as:

      a. The excess of the **Rental Value** of similar premises over the actual rent payable by the lessee (including any maintenance or operating charges paid by the lessee) during the unexpired term of the lease; and

      b. The rental income earned by the Insured from sublease agreements, to the extent not covered under any other section of this **Policy**, over and above the rental expenses specified in the lease between the Insured and the lessor.

   2. **The Interest of the Insured as Lessor** is defined as the difference between the rents payable to the Insured under the terms of the lease in effect at the time of loss and the

actual rent collectible by the Insured during the unexpired term of the lease provided the lease is canceled by the lessee, to the extent not covered under any other section of this **Policy.**

3. **Net Lease Interest** is the discounted amount that at 6% interest would be equivalent to the Insured receiving the full amount of **The Interest of the Insured as Lessee or Lessor**, whichever is applicable, for each separate month of the unexpired term of the lease.

The Fund shall not be liable for any increase of loss which may be occasioned by the suspension, lapse or cancellation of any lease or by the Named Insured exercising any option to cancel the lease. Furthermore, the Named Insured shall use due diligence including all things reasonably practicable to diminish loss under this Additional Coverage.

J. LIMITED POLLUTION COVERAGE: This **Policy** is extended to cover the reasonable and necessary expense incurred to remove, dispose of, or clean-up the actual presence of **Pollutants or Contaminants** from land and water at an **Insured Location** when such land or water is contaminated or polluted due to a **Covered Cause of Loss** at that **Insured Location.** There will be no coverage unless such expenses are reported to the Fund within one hundred eighty (180) days after the date of such **Covered Cause of Loss.**

K. MISCELLANEOUS UNNAMED LOCATIONS: This **Policy** is extended to cover direct physical loss or damage by a **Covered Cause of Loss** to property of the type insured under this **Policy** at **Miscellaneous Unnamed Locations** to the extent of the Insured's insurable interest. No coverage is provided for new buildings, additions or alterations in the course of construction under this MISCELLEANOUS UNNAMED LOCATIONS Additional Coverage.

There is no coverage under this Subparagraph for loss or damage which is covered under the ERRORS OR OMISSIONS or NEWLY ACQUIRED PROPERTY Additional Coverages.

L. NEW CONSTRUCTION AND ADDITIONS: This **Policy** is extended to cover:

1. Direct physical loss or damage by a **Covered Cause of Loss** to: (i) new buildings, structures and/or additions while in the course of construction at an **Insured Location** and (ii) materials, equipment and supplies to be permanently installed in such new buildings, structures and/or additions at an **Insured Location;** and

2. **Gross Earnings** loss and **Soft Costs** incurred by the Insured during the Period of Interruption as set forth in Subparagraph **IV.A.** if such property in Subparagraph **M.1.** above sustains direct physical loss or damage by a **Covered Cause of Loss.**

3. Additional expenses which are incurred by the Insured for the purpose of continuing as nearly as practicable the scheduled progress of undamaged work, but only when such scheduled progress is impaired by direct physical loss or damage by a **Covered Cause of Loss** to new buildings, structures and/or additions while in the course of construction.

M. NEWLY ACQUIRED PROPERTY: This **Policy** covers direct physical loss or damage by a **Covered Cause of Loss** to real and personal property of the type insured under this **Policy** that is rented, leased, purchased or acquired by the Insured after the inception date of this **Policy** and within

N. OUTDOOR PROPERTY: This **Policy** is extended to cover direct physical loss or damage to **Outdoor Property** at the **Insured Location**, but only for loss or damage caused directly by a **Defined Peril** (other than **Windstorm or Hail**), not otherwise excluded.

O. PAIRS OR SETS: If two or more insured components or parts that comprise Insured Property are necessary for a complete object, then this **Policy** covers reduction in value of insured components or parts of such complete object due to direct physical loss or damage by a **Covered Cause of Loss** to the other insured components or parts of such complete object.

P. PROFESSIONAL FEES: This **Policy** is extended to include reasonable and necessary expenses incurred by the Insured for preparing and certifying particulars or details of the Insured's claim required by the Fund for which the Fund has accepted liability in order to determine the amount of a covered loss payable under this **Policy**. This **Policy** is also extended to include reasonable and necessary fees charged by any independent property manager for handling the claim.

There shall be no coverage under this **Policy** for expenses incurred by the Insured in utilizing the services of attorneys, public adjusters, insurance agents or brokers, or any of their subsidiary, related or associated entities, except that coverage is provided for expenses incurred by the Insured for its broker's forensic accounting units. This **Policy** also excludes any fees or costs for consultation on coverage or negotiation of claims.

Q. PROPERTY REMOVED FROM INSURED LOCATIONS: This **Policy** is extended to cover direct physical loss or damage to covered personal property of the Insured by a **Covered Cause of Loss** at any location within the **Coverage Territory** when such property is removed from the **Insured Locations** for the purpose of being repaired or serviced, excluding:

1. Personal property insured under another insurance policy; or

2. Personal property removed from the **Insured Locations** for normal storage or processing or preparation for sale or delivery.

R. SERVICE INTERRUPTION: This **Policy** is extended to cover physical loss or damage to Insured Property and actual loss of income and **Extra Expense** sustained by the Insured arising from an interruption in: (1) incoming electricity, gas, water, steam or refrigeration; (2) the Insured's data, voice or video service; or (3) outgoing sewerage, caused by a **Covered Cause of Loss** to a service provider's property of the type insured under this **Policy** or to transmission, distribution or communication lines, situated outside the **Insured Location.**

This Additional Coverage for SERVICE INTERRUPTION shall also apply to such equipment of others situated on the **Insured Locations** but such equipment shall not be subject to the Service Interruption Sublimit set forth in the Policy Declarations.

There shall be no loss payable under this Additional Coverage unless the interruption exceeds the Qualifying Period shown in the Policy Declarations. If the loss exceeds the Qualifying Period then loss shall be measured from date and time of the interruption of service. However, such Qualifying Period does not apply if there is physical loss or damage to Insured Property caused by the interruption. The service interruption ends when: (1) incoming electricity, gas, fuel, steam, water or refrigeration; (2) the Insured's data, voice or video service; or (3) outgoing sewerage service; is restored.

This period of time shall not be cut short by the end of the Policy Period.

Notwithstanding the foregoing, the Fund will not pay for any interruption intentionally caused by the Insured or any service provider.

a. SPOILAGE: This **Policy** is extended to cover the spoilage of **Perishable Goods**, including while in transit, by a **Covered Cause of Loss.** Such physical loss or damage includes spoilage of the

Insured's **Perishable Goods** due to contamination from the release of refrigerant including, but not limited to, ammonia.

S. TRANSIT: This **Policy** is extended to cover direct physical loss or damage to Insured Property by a **Covered Cause of Loss**, while such property is in transit, including:

1. Personal property shipped to customers on F.O.B., C & F, or similar terms. The Insured's contingent interest in such shipments is admitted;

2. The interest of the Insured in, and legal liability for personal property of others in the actual or constructive custody of the Insured; and

3. Personal property of others sold by the Insured for which the Insured has agreed prior to loss to insure during the course of delivery.

Subject to the terms and conditions of this **Policy**, this TRANSIT Additional Coverage attaches from the time the property leaves the original point of shipment for the commencement of transit and covers thereafter continuously in the due course of transit until delivered at the destination, provided that the original point of shipment and the point of destination are within the **Coverage Territory.**

Permission is granted to the Insured without prejudice to this insurance to accept ordinary bills of lading used by carriers, including released and/or undervalued bills of lading and/or shipping or messenger receipts. The Insured may waive subrogation against railroads under sidetrack agreements, but the Insured shall not enter into any special agreement with carriers releasing them from their common law or statutory liability.

The following additional exclusions apply to this Additional Coverage:

1. Property insured under import or export ocean cargo policies. However, coverage on export shipments not insured under ocean cargo policies does not extend beyond the time when the property is loaded on board overseas vessels or aircraft. Coverage on import shipments not insured under ocean cargo policies does not attach until after discharge from overseas vessels or aircraft; Waterborne shipments via the Panama Canal or waterborne to and from the United States mainland, its territories and possessions, Alaska, Puerto Rico and Hawaii;

2. Shipments made by air unless via regularly scheduled passenger airlines or air freight carriers;

3. Property shipped by mail;

4. Property of others, including the Insured's legal liability therefor, hauled on vehicles owned, leased, or operated by the Insured when acting as a common or contract carrier as defined by the law or regulatory agencies in the applicable jurisdiction; or

5. Any transporting vehicle or conveyance.

T. VALUABLE PAPERS AND RECORDS: This **Policy** is extended to cover direct physical loss or damage to **Valuable Papers and Records** by a **Covered Cause of Loss.**

SECTION VI – CONDITIONS

A. ABANDONMENT: There can be no abandonment to the Fund of any property.

B. ADJUSTMENT OF LOSSES and FIRST NAMED INSURED: Loss or damage shall be adjusted with and payable to the First Named Insured, subject to any certificates of insurance on file with the Fund which require payment to a loss payee or mortgageholder.

If this **Policy** insures more than one entity, the First Named Insured is authorized to act on behalf of all other Insureds with respect to their rights, obligations and duties under this **Policy**. Payment of loss or return premium under this **Policy** to the First Named Insured shall satisfy the Fund's obligations with respect to all Insureds.

C. APPRAISAL: If the Fund and the Insured disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If the appraisers cannot agree on an umpire, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the replacement cost and actual cash value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and

2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, it is without prejudice to the Fund's rights under the terms and conditions of the **Policy** including the Fund's right to deny the claim.

D. ASSIGNMENT: The Insured may not assign this **Policy** without the Fund's prior written consent.

E. BRANDS AND LABELS: If branded or labeled merchandise covered by this **Policy** is physically damaged and the Fund elects to take all or any part of such merchandise at the value established by the terms of this **Policy**, the Insured may, at its own expense, stamp "SALVAGE" on the merchandise or its containers, or may remove or obliterate the brands or labels, if such stamp, removal or obliteration will not physically damage the merchandise, but the Insured must re-label the merchandise or containers in compliance with the requirements of law.

F. CANCELLATION:

1. This **Policy** can be canceled by the First Named Insured by providing the Fund with:

a. An advance written request for cancellation stating when the cancellation shall be effective; and

b. The original **Policy** or a lost policyholder release signed by the First Named Insured or its legal representative.

2. This **Policy** may be canceled by the Fund by giving written notice to the First Named Insured stating when, not less than sixty (60) days thereafter, or ten (10) days thereafter for non-payment of premium, such cancellation shall be effective. If notice is mailed, proof of mailing will be sufficient proof of notice. Payment or tender of any unearned premium due to the First Named Insured shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made in due course.

3. If the Fund cancels, any refund due will be pro-rata. If the First Named Insured cancels, any earned premium due will be calculated in accordance with the customary short-rate table and procedure, subject to the Minimum Earned Premium shown in the Policy Declarations.

G. CONTROL OF DAMAGED MERCHANDISE: This **Policy** gives the Insured control of physically damaged **Finished Goods** that have been manufactured by or for the Insured, provided that such goods have been physically damaged as a result of direct physical loss or damage by a **Covered Cause of Loss.** Under such circumstances, the Insured shall have full rights to the possession and control of all such physically damaged **Finished Goods,** provided that the Insured performs or has proper testing performed to demonstrate what property is physically damaged. The Insured, exercising reasonable judgment, will decide if the physically damaged **Finished Goods** can be reprocessed or sold. Physically damaged **Finished Goods** judged by the Insured to be fit for reprocessing or for selling will be sold or otherwise disposed of and the salvage proceeds shall be handled in accordance with the SALVAGE AND RECOVERIES Condition of this Section. These rights and obligations also are extended to merchandise that the Insured is contractually obligated by the manufacturer or designer to exercise control of the damaged merchandise as long as such obligation is in writing prior to the loss or damage.

H. CURRENCY: Any amount of money specified in this **Policy**, including **Policy Limit**, Deductibles and Premium, shall be considered to be in United States dollars.

I. DIVISIBLE CONTRACT: Subject to the MISREPRESENTATION AND FRAUD Condition of this Section, if any **Insured Location** includes two or more buildings or the contents of two or more buildings, the breach of any condition of this **Policy** in respect to any one or more of the buildings insured or containing the Insured Property, shall not prejudice the right to recover for direct physical loss or damage by a **Covered Cause of Loss** occurring in any building insured or containing the Insured Property where, at the time of such loss or damage, a breach of condition does not exist.

J. ECONOMIC AND TRADE SANCTIONS: The Fund shall not be deemed to provide cover and the Fund shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Fund, its parent Fund or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or the United States of America.

K. INCREASE IN HAZARD: The Fund is not liable for any loss at an **Insured Location** to the extent that such loss is a result of or in connection with a material increase in hazard over which the Insured has control or knowledge. Any material increase in hazard at one or more **Insured Locations** will not affect coverage at other **Insured Locations** where, at the time of loss or damage, the increase in hazard does not exist.

L. INSPECTION AND AUDIT: The Fund, at all reasonable times during this Policy Period, shall be permitted but not obligated to inspect the property insured by this **Policy**. Neither the Fund's right to make inspections nor the making thereof nor any report thereon shall constitute any undertaking by the Fund, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property is safe or healthful or that they comply with any law, rule or regulation.

The Fund may also examine and audit the Insured's books and records at any reasonable time during the Policy Period and within one year after the **Policy** termination, as long as such examination and audit relate to the subject matter of this **Policy**.

M. MISREPRESENTATION AND FRAUD: This entire **Policy** shall be voidable by the Fund if, whether before or after a loss, the Insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the Insured therein, or

in case of any fraud, or false swearing by the Insured relating thereto.

N. OTHER INSURANCE/EXCESS INSURANCE/UNDERLYING INSURANCE: In the event there is other insurance covering loss or damage insured under this **Policy**, then this **Policy** shall apply only as excess and in no event as contributory insurance (unless this **Policy** is specifically written to be primary or contributory insurance), and then only after all other insurance has been exhausted, whether or not such insurance is collectible. Permission is granted for the Insured to purchase excess insurance over the limits provided by this **Policy**, and underlying insurance on all or any part of the Deductibles of this **Policy**.

O. PROTECTION AND PRESERVATION OF PROPERTY: In case of actual or imminent direct physical loss or damage by a **Covered Cause of Loss**, the expenses incurred by the Insured in taking reasonable and necessary actions for the temporary protection and preservation of Insured Property shall be included in the physical loss or damage amount otherwise recoverable under this **Policy**, if any, but shall be subject to the applicable Deductible, Sublimit of Liability and the **Policy Limit**.

P. REINSTATEMENT OF LIMITS: Except for any **Covered Cause of Loss** which is subject to an Annual Aggregate limit or Annual Aggregate Sublimit of Liability, payment of a claim will not reduce the amount payable under this **Policy** for any subsequent covered loss.

Q. REQUIREMENTS IN CASE OF LOSS: The Insured shall:

1. Give prompt written notice of any loss or damage to the Fund;
2. Within sixty (60) the Insured shall provide the Fund with a proof of loss or estimation of expected completion of the proof of the loss, signed and sworn to by the Insured, stating the knowledge and belief of the Insured as to the following. :
   a. The time and origin of the loss;
   b. The interest of the Insured and of all others in the property;
   c. The value of each item thereof determined in accordance with the valuation provisions of this **Policy** and the amount of loss thereto and all encumbrances thereon;
   d. All other contracts of insurance, whether collectible or not, covering any of said property; and
3. Promptly contact the applicable authority having jurisdiction in the event a law has been broken, and promptly file a written report with such authority;
4. Protect the property from further loss or damage;
5. Separate the damaged and undamaged personal property;
6. Maintain such property in the best possible order;
7. Furnish a complete inventory of the lost, destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed;
8. Furnish all other documents or insurance policies that the Fund may reasonably require;
9. Allow the Fund to access and inspect any of the damaged or undamaged property;

10. Submit to examination under oath at such times as may be reasonably required about any matter relating to this insurance or any claim;

11. Cooperate with the Fund in all aspects of any claim and provide the Fund with any additional information that it requires; and

    a. Any changes in the title, use, occupation, location, possession or exposures of said property subsequent to the issuance of this **Policy**, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss whether or not it then stood on leased ground.

R. SALVAGE AND RECOVERIES: All salvages, recoveries and payments (other than proceeds from subrogation and underlying insurance), will accrue entirely to the benefit of the Fund until the sum paid or payable by the Fund is recovered or reduced as applicable.

S. SERVICE OF SUIT: In the event of the Fund's failure to pay any amount claimed to be due hereunder, the Fund, at the Insured's request, will submit to the jurisdiction of a court of competent jurisdiction within the State of New Mexico. Nothing in this condition constitutes or should be understood to constitute a waiver of the Fund's rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

It is further agreed that service of process in such suit may be made upon the Risk Services Director, New Mexico Self-Insurers' Fund located at 1229 Paseo de Peralta, Santa NM, 87504, or their authorized representative, and that in any suit instituted against the Fund upon this **Policy**, the Fund will abide by the final decision of such court or of any appellate court in the event of an appeal.

T. SETTLEMENT OF CLAIMS: The amount of loss for which the Fund may be liable shall be payable within thirty (30) days after proof of loss herein required is received and accepted by the Fund and ascertainment of the amount of loss is made either by agreement between the First Named Insured and the Fund or an amount is determined by binding Appraisal in accordance with the provisions of this **Policy**.

The Fund shall have the option to take all or any part of the property at the agreed or appraised value. Alternatively, the Fund shall have the option to repair, rebuild or replace the property physically lost or damaged with other of like kind and quality, within a reasonable time, on giving notice of its intention to do so up to thirty (30) days after receipt of the proof of loss herein required.

U. SUBMISSION OF VALUES: The Insured shall provide to the Fund during the Exposure Survey period as established by the Risk Services Director, a Statement of Values which consists of the separate amounts for real property, personal property and Time Element values for each **Insured Location** calculated on the same basis as valuation under this **Policy**.

The property values shall be shown on a replacement cost basis for property which is covered on a replacement cost basis and on an actual cash value basis for other property. The value of stock and supplies shall be determined in accordance with the VALUATION Section of this **Policy** and shall be based on the approximate average of the stock and supplies on hand during the twelve (12) months immediately preceding the annual review of values. Time Element values (if applicable) shall be forwarded in accordance with the terms of the applicable Time Element provisions and projected twelve (12) months into the future.

Upon inception of this **Policy** and at each anniversary date, the Annual Premium shall be due and payable to the Fund. Receipt of said Statement of Values by this Fund shall be considered as authorization by

the Insured for the Fund to calculate, at its discretion, premiums due for subsequent annual renewal(s).

The premium for this **Policy** is based upon the Statement of Values on file with the Fund in the Self-Serve Portal and the conclusion of the Exposure Survey period.

V. SUBROGATION: The Fund may require from the Insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by the Fund, but the Fund shall not acquire any rights of recovery which the Insured has expressly waived in writing prior to loss nor shall such waiver in writing affect the Insured's rights under this **Policy**.

Any recovery as a result of subrogation proceedings arising out of an **Occurrence**, after expenses incurred in such subrogation proceedings are deducted, shall accrue to the Insured in the proportion that the Deductible amount and/or any provable uninsured loss amount bears to the entire provable loss amount.

The Insured will cooperate with the Fund and, upon the Fund's request and expense will:

1. Attend hearings and trials; and

2. Assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting suits.

W. SUIT AGAINST FUND: No suit, action or proceeding for the recovery of any claim under this **Policy** shall be sustainable in any court of law or equity unless the Insured shall have fully complied with all the requirements of this **Policy**, nor unless the same be commenced within twenty four (24) months following the date of the loss, provided that if under the laws of the applicable jurisdiction such time limitation is invalid, then any such claims shall be void unless such action, suit or proceedings is commenced within the shortest applicable limit of time permitted by the laws of such jurisdiction.

X. SUSPENSION: Upon the discovery of a dangerous condition with respect to **Covered Equipment**, any representative of the Fund may immediately suspend the insurance against loss from an **Accident** to such **Covered Equipment** or part thereof by notifying the Insured's representative at the **Insured Location** of such dangerous condition. Written notice of the suspension will also be mailed or delivered to the Named Insured at the address of the Named Insured shown in the Policy Declarations. The insurance so suspended may be reinstated by the Fund, but only by endorsement to this **Policy**. The Insured shall be allowed a pro-rata return of the unearned portion of the premium paid for such suspended insurance.

Y. TITLES OF PARAGRAPHS: The titles in this **Policy** are solely for reference and shall not in any way affect the provisions to which they relate.

Z. VACANCY: The Insured has permission to cease business operations or to have any insured building remain vacant or unoccupied, provided that fire protection, security and alarm services are maintained and written notice is given to the Fund prior to the ninetieth (90th) consecutive day of cessation of business operations, vacancy or lack of occupancy.

a. If the member insured fails to notify the Fund and keep the property as per the requirements show above, the Fund will limit claim recovery to demolition and debris removal of the affected property.

b. The valuation of any vacant building shall be limited to the actual cash value of the property at the time and location of the loss.

The insured building is considered vacant or unoccupied when:

1. Such building does not contain adequate Insured Property to conduct customary business operations; or

2. Such building is no longer used by the Insured, a lessee or a sub-lessee to conduct customary business operations; provided however, this provision shall not apply to any time period when customary business operations are suspended due to circumstances that are usual to such business operations.

The Fund reserves the right to consider non-compliance with the vacancy reporting provision and all other conditions of this section when determining payment of repairs/replaces of property in the event of a covered loss.

SECTION VII – POLICY DEFINITIONS

A. **Accident** means a fortuitous event that causes direct physical loss or damage to **Covered Equipment.** The event must be one of the following:

1. Mechanical breakdown, including rupture or bursting caused by centrifugal force;

2. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;

3. Explosion of steam boilers, steam turbines, steam engines or steam pipes owned or leased by the Insured, or operated under the control of the Insured, except explosion of accumulated gases or unconsumed fuel;

4. Loss or damage to steam boilers, steam turbines, steam engines or steam pipes caused by or resulting from any condition or event inside such equipment; or

5. Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

B. **Aircraft or Vehicle Impact** means physical contact of an aircraft including a drone, spacecraft, self-propelled missile or objects falling therefrom, or of a vehicle or an object thrown up by a vehicle.

C. **Average Daily Value (ADV)** means the **Gross Earnings** that would have been earned during the Period of Interruption had no loss or damage occurred, divided by the number of working days during that Period of Interruption. No reduction shall be made for the **Gross Earnings** not being earned, or in the number of working days, because of the loss or damage or any other scheduled or unscheduled shutdowns during the Period of Interruption. The **ADV** applies to the **Gross Earnings** of the entire **Insured Location**, whether or not the loss affects the entire **Insured Location**. If more than one **Insured Location** is included in the valuation of the loss, the **ADV** will be the combined value of all affected **Insured Locations.** The number of days for **ADV** indicated in the Policy Declarations will be multiplied by the **ADV** as determined above. The result shall be used as the applicable Deductible.

D. **Cloud Computing Service** means a service: (i) in the business of storing, managing and processing electronic data for which the **Insured** has a written contract and (ii) that provides access to and use of: software and/or a network of remote servers hosted away from an **Insured Location** to store, manage or process such data.

E. **Collapse** means an abrupt falling down or caving in of a building or any part of a building or structure.

F. **Corruption, Erasure or Alteration** means **Electronic Data and Media** that has been corrupted, destroyed or deleted such that the **Electronic Data and Media** can no longer be accessed or used for its

intended purpose.

G. **Coverage Territory** means the coverage territory shown in Item 4. of the Policy Declarations.

H. **Covered Cause of Loss** means a peril or other type of loss, not otherwise excluded under this **Policy**.

I. **Covered Equipment** means the following:

1. Equipment that generates, transmits or utilizes energy, including electronic communications and data processing equipment; or
2. Equipment which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

The following is not **Covered Equipment**:

1. Structure, foundation, cabinet, compartment or air supported structure or building;
2. Insulating or refractory material;
3. Sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;
4. Water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
5. Vehicle or any equipment mounted on a vehicle;
6. Satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
7. Dragline, excavation or construction equipment; or
8. Equipment manufactured by the Insured for sale.

J. **Defined Peril** means fire; lightning; explosion; **Windstorm or Hail; Smoke; Aircraft or Vehicle Impact; Riot, Strike or Civil Commotion; Vandalism and Malicious Mischief; Collapse** or **Leakage From Fire Protection Equipment**. **Defined Peril** also includes **Equipment Breakdown**, provided that **Equipment Breakdown** is covered under this **Policy**.

K. **Denial of Service Attack** means an attack that sends an excessive volume of electronic data to computer hardware, software or any components thereof which prevents those who are authorized to do so from gaining access to or using such computer hardware, software or any components thereof.

L. **Earth Movement** means any natural or manmade:

1. Earthquake, including any earth sinking, rising or shifting related to such event;
2. Landslide, including any earth sinking, rising or shifting related to such event;
3. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
4. Earth sinking, rising, or shifting, including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of real or personal property. Soil conditions include, but are not limited to, contraction, expansion, freezing, thawing, erosion, improperly compacted soil

and the action of water under the ground surface;

5. Shocks, tremors, mudslide, mud flow, rock falls, volcanic eruption, sinkhole collapse or subsidence; or

6. Tsunami arising out of any of the above.

M. **Electronic Data and Media** consists of:

1. **Electronic Data**, meaning data, messages, information, coding, programs, instructions or software stored in a form suitable for communications, storage or processing by electronic, electromechanical, electromagnetic data processing or electronically controlled production equipment; and

2. **Media**, meaning the electronic storage media upon which **Electronic Data** is stored.

Electronic Data and Media does not include **Valuable Papers and Records.**

N. **Equipment Breakdown** means damage that is the direct result of an **Accident.**

O. **Fine Arts** means paintings, etchings, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains and similar property of rarity, historical value, or artistic merit, excluding automobiles, coins, stamps, furs, jewelry, precious stones, precious metals, watercraft, aircraft, money and securities. **Fine Arts** does not include any item which would qualify as **Valuable Papers and Records.**

P. **Finished Goods** means stock manufactured or processed by the Insured, which is in final packaging and ready for shipment or sale to the Insured's customers.

Q. **Flood** means, whether natural or manmade, flood waters, surface water, waves, tide or tidal water, overflow or rupture of a dam, levy, dike or other surface containment structure, storm surge, the rising, overflowing or breaking of boundaries of natural or manmade bodies of water, or the spray from any of the foregoing, all whether driven by wind or not. A tsunami shall not be considered a **Flood.**

R. **Fungus, Mold or Spore** means:

Fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including **Mold**(s), rusts, mildews, yeast, smuts and mushrooms.

Mold includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s).

Spore includes any dormant or reproductive body produced by or arising or emanating out of any **Fungus, Mold**(s), mildew, plants, organisms or microorganisms.

S. **Hail** means precipitation consisting of concentric layers of clear ice or compact snow.

T. **Insured Location(s)** means:

1. The location(s) within the **Coverage Territory** described in the most recent Statement of Values on file with the Fund, **Miscellaneous Unnamed Locations** and locations as covered by the ERRORS OR OMISSIONS and NEWLY ACQUIRED PROPERTIES Additional Coverages;

2. Unless otherwise set forth in the Statement of Values, each such **Insured Location(s)** shall be comprised of any building, yard, dock, wharf, pier or bulkhead or any group of the foregoing bounded on all sides by public streets, clear land space or open waterways, each not less than fifty (50) feet wide. Any bridge or tunnel crossing such street, space or waterway shall render such separation inoperative for the purpose of this definition.

U. **Leakage From Fire Protection Equipment** means direct physical loss or damage from:

1. Water or other substances discharged from within any part of the **Fire Protection Equipment** for the **Insured Location** or for any adjoining locations; and/or

2. Collapse or fall of tanks forming a part of the **Fire Protection Equipment** or the component parts or supports of such tanks.

The term **Fire Protection Equipment** includes tanks, water mains, hydrants or valves, and any other equipment whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:

1. Branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
2. Any underground water mains or appurtenances located outside of the **Insured Location** and forming a part of the public water distribution system; or

3. Any pond or reservoir in which the water is impounded by a dam.

V. **Magnetic Damage to Electronic Data and Media** means the **Corruption, Erasure or Alteration** of
Electronic Data and Media through magnetism of any kind or description from any source.

W. **Malicious Code** means a corrupting or a harmful piece of code which infiltrates computer hardware, software or any components thereof.

X. **Miscellaneous Unnamed Location(s)** means a location(s) in the **Coverage Territory** that has not been included in the most recent Statement of Values on file with the Fund and has not been reported to the Fund as may be required in the **Policy** provisions elsewhere. Such locations shall be comprised as set forth in Subparagraph **V.2.** of the POLICY DEFINITIONS Section of this **Policy.**

Y. **Named Storm** means a storm that, at any time, has been declared by the United States National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone, Tropical Storm or Tropical Depression, including any status or designation change with respect to such storm.

Z. **Occurrence** means any one accident, loss, disaster, casualty, incident or series of accidents, losses, disasters, casualties or incidents, including all resultant or concomitant insured losses, not otherwise excluded by this **Policy** and with respect to:

1. **Occurrence** must occur during the Policy Period.

When the term applies to loss or losses from the perils of **Windstorm or Hail; Named Storm; Riot, Strike or Civil Commotion; Vandalism and Malicious Mischief; Earth Movement; Flood** or **Terrorism**, to the extent any such peril(s) are covered, all losses arising from such peril(s) occurring during a continuous period of seventy-two (72) hours shall be deemed to be a single **Occurrence**. The Insured may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the time when the first loss occurs to the Insured Property, but no two such 72 hour periods shall overlap.

If the **Occurrence** commences during the Policy Period, then the Fund shall treat the entire **Occurrence** as occurring during the Policy Period.

AA. **Outdoor Property** means outdoor: (i) lawns (including fairways, greens and tees), trees, shrubs, plants; and (ii) walkways, roadways, patios or other paved surfaces, including the fill beneath such paved surfaces.

BB. **Perishable Goods** means personal property: (i) maintained under controlled conditions for its preservation; and (ii) susceptible to loss or damage if the controlled conditions are not maintained.

CC. **Policy** means the policy, the Policy Declarations and any extensions or endorsements hereto.

DD. **Policy Limit** means the limit of liability shown in Item 6. of the Policy Declarations.

EE. **Pollutants or Contaminants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to, bacteria, virus, or hazardous substances listed in applicable environmental state, federal or foreign law or regulation, or as designated by the U.S. Environmental Protection Agency or similar applicable state or foreign governmental authority. Waste includes materials to be recycled, reconditioned or reclaimed. **Pollutants or Contaminants** does not include **Fungus, Mold or Spore.**

FF. **Raw Materials** means materials and supplies in the state in which the Insured receives them for conversion by the Insured into **Finished Goods.**

II. **Riot, Strike or Civil Commotion** means riot or civil commotion including, but not limited to:

1. Acts of striking employees while occupying an **Insured Location**; and

2. Pilferage or looting occurring at the time and place of a riot or civil commotion.

JJ. **Smoke** means loss or damage ensuing from a sudden and accidental release of smoke. The peril of **Smoke** does not include loss or damage caused by smoke from agricultural smudging or industrial operations.

KK. **Soft Costs** means the reasonable and necessary:

1. Amount of actual interim or construction financing interest, including loan fees and other one-time charges incurred to negotiate a new construction loan and/or extend the existing one;

2. Real estate taxes and ground rent, if any;

3. Advertising and promotional expenses;

4. Cost of additional commissions;

5. Fees for architects, surveyors, legal services, consulting engineers or other fees not otherwise covered under this **Policy**;

6. Project administration expense, but not including development fees; and

7. Insurance premiums.

LL. **Terrorism** means the use or threatened use of force or violence against a person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm:

1. A government;

2. The civilian population of a country, state or community; or

3. Disrupt the economy of a country, state or community.

So long as the Terrorism Risk Insurance Act of 2002, and any revisions, reauthorizations or amendments thereto is in effect (the "Act"), **Terrorism** includes a certified act of terrorism defined by Section 102. Definitions of the Act.

MM. **Unauthorized Access** means the gaining of access to computer hardware, software or any components thereof by an unauthorized person.

NN. **Unauthorized Use** means the use of computer hardware, software or any components thereof by any person in an unauthorized manner.

OO. **Valuable Papers and Records** means documents that are written, printed or otherwise inscribed. These include:

1. Books, manuscripts, abstracts, maps and drawings; film and other photographically produced records, such as slides and microfilm;

2. Legal and financial agreements such as deeds and mortgages;

3. Addressograph plates; and

4. Any data stored on printouts or punched cards.

Valuable Papers and Records does not include money and securities, **Fine Arts** or **Electronic Data and Media.**

PP. **Vandalism and Malicious Mischief** means willful and malicious damage to, or destruction of, Insured Property. **Vandalism and Malicious Mischief** does not include loss or damage caused by or resulting from theft, except for real property loss or damage caused by the breaking or exiting of burglars.

QQ. **Windstorm or Hail** means the direct action of wind or the direct action of **Hail**, whether accompanied by wind or not. However, **Windstorm or Hail** does not mean:

1. Loss or damage caused by or resulting from frost or cold weather, ice (other than **Hail**), snow or sleet, whether driven by wind or not;

2. Loss or damage to the interior of any building or structure, or the property inside the building or structure, caused by rain, snow, sand, or dust, whether driven by wind or not, unless the building or structure first sustains wind or **Hail** damage to its roof or walls through which the rain, snow, sand or dust enters; or

3. Loss or damage caused when the weight of snow, rainwater, ice or sleet is a contributing factor to the fall or **Collapse** of a building or structure or any part thereof, whether driven by wind or not.

ENDORSEMENT #001

TERRORISM EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

This insurance does not cover loss or damage caused directly or indirectly by **terrorism** whether controlled or uncontrolled, proximate or remote, sudden or over any length of time, or which is contributed to or aggravated by any other cause or event. Such **terrorism** is excluded regardless of any other cause or event occurring concurrently or in any sequence with such **terrorism.**

As used herein, **terrorism** means the use or threatened use of force or violence against a person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm:

a. A government;

b. The civilian population of a country, state or community; or

c. Disrupt the economy of a country, state or community.

So long as the Terrorism Risk Insurance Act of 2002, and any revisions or amendments thereto is in effect (the "Act"), **terrorism** includes a certified act of terrorism defined by Section 102. Definitions of the Act.

All other terms and conditions of the Policy remain the same.

ENDORSEMENT #002

ELECTRONIC DATA ENDORSEMENT A

1. **Electronic Data Exclusion**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril. Listed Perils: Fire, Explosion

2. **Electronic Data Processing Media Valuation**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any ELECTRONIC DATA contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed $6,000,000 any one loss, incurred by the Assured in recreating, gathering and assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

ENDORSEMENT #003

EQUIPMENT BREAKDOWN EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature caused by, resulting from or in connection with any of the following:

1. Electrical injury or disturbance to electrical appliances, devices, or wiring caused by artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances, or wires.

2. Mechanical breakdown, including rupture or bursting caused by centrifugal force.

3. Explosion, rupture, or bursting of steam boilers, steam pipes, steam engines, or steam turbines owned or leased by the Insured, or operated under the control of the Insured.

4. Any condition or event inside any steam boilers, steam pipes, steam engines, or steam turbines that causes loss or damage to such equipment.

5. Any condition or event inside any hot water boilers or other water heating equipment that causes loss or damage to such boilers or equipment.

However, if direct physical loss or damage not otherwise excluded by this Policy ensues from any of the excluded causes of loss enumerated in Paragraphs 1 - 5 above, the Fund shall cover only such ensuing loss or damage.

All other terms and conditions of the Policy remain the same.

ENDORSEMENT #004

MAXIMUM AMOUNT PAYABLE AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided by this **Policy:**

Item **6.B.** of the Declarations is deleted in its entirety and replaced with the following:

B. Maximum Amount Payable: In the event of covered loss hereunder, the liability of the Fund shall be limited to the least of the following:

1. The actual adjusted amount of loss, less applicable Deductible(s), or
2. The **Policy Limit** or applicable Sublimit(s) of Liability shown in Item **6.A.** or elsewhere in this **Policy.**

All other terms and conditions of the **Policy** remain the same.

ENDORSEMENT #005

JOINT LOSS AGREEMENT

This endorsement modifies insurance provided by the **Policy**:

In the event of direct physical loss or damage to Insured Property at an **Insured Location** that is also a location for which coverage is provided under an Equipment Breakdown or Boiler & Machinery Insurance policy (hereinafter referred to as "Boiler & Machinery Insurance policy") and there is a disagreement between the Insurers with respect to:

1. Whether such loss or damage was caused by a **Covered Cause of Loss** under this **Policy** or by an accident insured by such Boiler & Machinery Insurance policy; or

2. The extent of participation of this **Policy** and of such Boiler & Machinery Insurance policy in a loss which is insured against, partially or wholly, by any one or all of said policies;

The Fund shall, upon written request of the First Named Insured, pay to the First Named Insured one-half of the amount of the loss which is in disagreement, but in no event more than the Fund would have paid if there had not been both insurance policies in effect, subject to the following conditions:

1. The amount of the loss which is in disagreement, after making provisions for any undisputed claims payable under the said policies and after the total amount of the loss is agreed upon by the First Named Insured and Insurers, is limited to the minimum amount remaining payable under either this **Policy** or the Boiler & Machinery Insurance policy;

2. The Boiler & Machinery insurance Fund shall simultaneously pay to the First Named Insured one-half of said amount which is in dispute;

3. The payments by the Insurers hereunder and acceptance of the same by the First Named Insured signify the agreement of the Insurers to submit to and proceed with arbitration within 90 days of such payments;

4. The arbitrators shall be three in number, one of whom shall be appointed by the Boiler & Machinery insurer and one of whom shall be appointed by this Fund and the third appointed by consent of the other two. If they cannot agree, either may request that the selection be made by a judge of a court having jurisdiction. The arbitrators will determine the amount of loss or damage payable by each Insurer. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two of the three arbitrators shall be final and binding on the Insurers. Judgment upon such award may be entered in any court of competent jurisdiction;

5. Each party will pay its chosen arbitrator and bear the other expenses of the arbitration and umpire equally;

6. The First Named Insured agrees to cooperate in connection with such arbitration but not to intervene therein; and

7. The provisions of this Endorsement shall not apply unless such other policy issued by the Boiler & Machinery insurance Fund contains a provision, by endorsement or otherwise, substantially similar to this endorsement.

All other terms and conditions of the **Policy** remain the same.

ENDORSEMENT #007

SHARED COVERAGE ENDORSEMENT

This endorsement modifies insurance provided by the Policy.

I. The **Policy Limit** included at Item 6. of the Policy Declarations is deleted in its entirety and replaced with the following:

Item 6. Policy Limit: $6,000,000 is the maximum liability in any one **Occurrence** as a result of all covered loss or damage regardless of the number of Insureds (whether or not referred to or made part of this Policy, as an Insured, Additional Insured, Named Insured or Additional Named Insured)(hereinafter, collectively referred to as **Insureds** in this endorsement), **participating insurers, Insured Locations,** coverages, or **Covered Causes of Loss** under this Policy. The Fund's participation is less than this **Policy Limit.**

II. The first paragraph of Item **6.A., Sublimits of Liability** of the Policy Declarations is deleted in its entirety and replaced with the following:

A. Sublimits of Liability: The Sublimits of Liability stated in this **Policy** are part of and not in addition to the **Policy Limit** and any Sublimits of Liability shown in Item **6.A.** below. The Sublimits of Liability are: (1) the maximum amount recoverable under this **Policy** for all covered loss or damage arising out of the specific perils or coverages and/or (2) the maximum number of days payable under this **Policy** for all covered loss or damage for a specific coverage, regardless of the number of **Insureds, participating insurers, Insured Locations,** coverages or **Covered Causes of Loss** under this **Policy.** The Fund's participation is less than the Sublimits of Liability shown on the Policy Declarations.

III. The following provisions are added to the Policy Declarations and apply to the **Policy** Limit and Sublimits of Liability:

SHARED COVERAGE

All coverage under this **Policy** is provided on a shared basis. In the event of a single **Occurrence** that gives rise to a claim from more than one individual **Insured,** it is possible that the applicable **Policy Limit** or Sublimit of Liability (whether on a per **Occurrence** or Annual Aggregate basis), will be insufficient to fully indemnify all of the individual **Insureds'** claims.

In such event, the Fund shall adjust the loss with the Fund and shall make the appropriate payment to the Fund which shall have the sole responsibility for equitable division of such total or partial claim payment(s). If the applicable **Policy Limit** or sublimit is insufficient, the amount recoverable by each individual **Insured** will be as allocated by the Fund.

As a result, a delay in the reporting of claims by any **Insured** could reduce or eliminate such **Insured's** recovery under this **Policy.**

Furthermore, any Annual Aggregate Sublimit of Liability may even be exhausted or reduced by the prior payment of claims arising out of separate **Occurrences** in the same Policy Period. As a result, it is possible that there may be no remaining limit available to pay a specific **Insured's** claim under the **Policy**.

IV. The Occurrence definition of the DEFINITIONS Section is deleted in its entirety and replaced with the following:

- **Occurrence** means any one accident, loss, disaster, casualty, incident or series of accidents, losses, disasters, casualties or incidents, including all resultant or concomitant insured losses, not otherwise excluded by this **Policy** and with respect to:

a. **Terrorism** (to the extent **Terrorism** is covered), arises out of the same or related purpose or cause; or

b. Covered perils other than **Terrorism**, arises out of a single event or originating cause.

The **Occurrence** must occur during the Policy Period.

When the term applies to loss or losses from the perils of **Windstorm or Hail, Named Storm, Riot, Strike or Civil Commotion, Vandalism and Malicious Mischief, Earth Movement, Flood** or **Terrorism**, to the extent any such peril(s) are covered, all losses arising from such peril(s) occurring during a continuous period of 72 hours shall be deemed to be a single **Occurrence** regardless of the number of **Insureds** or **Insured Locations** involved in the **Occurrence**. The Insured may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the time when the first loss occurs to the Insured Property, but no two such 72 hour periods shall overlap.

If the **Occurrence** commences during this Policy Period, then the Fund shall treat the entire **Occurrence** as occurring during this Policy Period.

V. The following is added to the DEFINITIONS Section of the **Policy**:

- **Participating insurer** shall mean any insurer or other entity including, a captive or entity under a self-insured program, that shares in the liabilities under any policy or program related to the coverage provided under this **Policy**.

All other terms and conditions of the Policy remain the same.

Endorsement #008

COMBINED BUSINESS INTERRUPTION, EXTRA EXPENSE, AND TUITION FEES

A. This Certificate is extended to cover against loss caused by the perils covered by this Certificate, resulting directly from:

1. Necessary interruption of the Member Insured's business and the consequent reduction in gross earnings, and loss of tuition, caused by damage to or destruction of real or personal property, except finished stock at any covered location; or
2. Necessary extra expense, as hereinafter defined, incurred by the Member Insured in order to continue as nearly as practicable the normal operation and normal gross earnings of the Member Insured's business following damage to or destruction of real or personal property.

B. In the event of a loss, the Fund shall be liable for additional expense which occur after 72 hours following the loss, including:

1. The actual loss sustained by the Member Insured resulting directly from such interruption of business, but not exceeding the reduction in gross earnings and tuition less charges and expenses which do not necessarily continue during the interruption of business (hereinafter referred to as "loss of earnings"), at any covered location; or
2. Such necessary extra expense incurred by the Member Insured for only such length of time (hereinafter referred to as the "period of interruption") as would be required with the exercise of due diligence and dispatch to rebuild, repair, or replace such part of the property herein described as has been damaged or destroyed, commencing with the date of such damage or destruction.

C. Resumption of operations is:

1. Applicable to loss of earnings and tuition, if the Member Insured could reduce the loss by:
   a. Complete or partial resumption of operation at the location herein described, whether damaged or not, or elsewhere;
   b. Making use of merchandise or other property at the location described herein or elsewhere; or
   c. Making use of stock (raw, in process, or finished) at the location herein described or elsewhere, such reduction shall be taken into account in arriving at the amount of loss hereunder.
2. Applicable only to extra expense: as soon as practicable, the Member Insured shall resume normal operations of the business and shall dispense with such extra expense.

D. For the purpose of this coverage, "gross earnings" are defined as the sum of:

1. total net sales value of production;
2. total net sales of merchandise;
3. total net value of permit and license fees; and
4. other earnings derived from operations of the business, less the cost of:
   a. raw stock from which such production is derived;
   b. supplies consisting of materials consumed directly in the conversion of such raw stock into finished stock or in supplying the services sold by the Member Insured;
   c. merchandise sold, including packaging materials therefore, and

d. services purchased from outsiders (not employees of the Member Insured) for resale which do not continue under contract. Due consideration shall be given to the experience of the business before the date of damage or destruction and the probable experience thereafter had no loss occurred.

E. Extra expense: wherever used in this coverage, is defined as the excess, if any, of the costs incurred during the period of interruption, chargeable to the operation of the Member Insured's business, over and above the costs that would normally have been incurred to conduct the business during the same period had no damage or destruction occurred. Any salvage value of property obtained for temporary use during the period of interuption, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder. Administrative project costs are not considered extra expense.

F. Tuition: for the purpose of this coverage, it is defined as that portion of "gross earnings" as defined above, which is tuition, fees, and other earnings from students of the Member Insured. Any claim for reduction in gross earnings shall be reduced by the amount of any claim for loss of tuition based on the same damage or destruction of real or personal property, except for that portion of any claim for loss of tuition which relates to the extension of the length of time applicable to loss of tuition beyond the period of interruption applicable to gross earnings as provided above.

G. Finished stock: the Fund shall not be liable for any loss of earnings resulting from damage or destruction of finished stock nor for the time required to reproduce said finished stock; however, this Certificate covers such expense, in excess of normal, as would necessarily be incurred in replacing any finished stock used by the Member Insured to reduce loss of earnings under this Certificate.

Such Period of Interruption includes the time necessary, with the exercise of due diligence and dispatch:

1. To restore stock in process to the same state of manufacture in which it stood at the time of the initial interruption of production or suspension of business operations or services;

    a. To replace physically damaged or destroyed mercantile stock necessary to resume operations; and

    b. To replace **Raw Materials** and supplies in order to continue operations.

However, the inability to procure destroyed mercantile stock or suitable **Raw Materials** and supplies to replace similar stock or materials and supplies physically damaged or destroyed shall not increase the Period of Interruption.

For property in the Course of Construction: The period of time between the anticipated date of completion and the actual date on which occupancy or commercial service can commence with respect to new buildings, structures or additions under construction with the exercise of due diligence and dispatch, but only with respect to any delay related to covered loss to such property under this **Policy**.

The Period of Interruption does not include any additional time:

1. Required for restaffing or retraining employees;

2. Due to the Insured's inability to resume operations for reasons other than those enumerated in Subparagraphs a. through c., inclusive, above; or

3. Required for making change(s) to the buildings, structures or equipment for any reason except as provided in the Demolition and Increased Cost of Construction coverage, if such coverage is provided by this **Policy**.

In determining the amount of loss payable under this coverage, due consideration shall be given to the experience of the business before the Period of Interruption and the probable experience thereafter had no loss occurred, and to the continuation of only those normal charges and expenses that would have existed had no interruption of production or suspension of business operations or services occurred. Due consideration shall also be given to any sales which are made up within a reasonable period of time, not limited to the period during which business is interrupted.

There is no coverage for any portion of the Insured's Ordinary Payroll

H. EXPENSE TO REDUCE LOSS: Coverage is provided for expenses necessarily incurred by the Insured in reducing its **Gross Earnings** loss otherwise payable hereunder, but in no event shall this Company be liable for an amount greater than the **Gross Earnings** loss that otherwise would have been payable.

I.

J. Extension of coverage interruption by civil authority, this Certificate is extended to include:

1. The actual loss sustained by the Member Insured, resulting directly from loss of earnings as covered hereunder; or

2. Necessary extra expense incurred by the Member Insured as covered hereunder, during the length of time, not exceeding thirty (30) days, when access to premises covered by this Certificate is specifically prohibited by order of civil authority: as a direct result of damage to or destruction of adjacent property by perils covered against; or as a direct result of a bomb threat to covered premises.

K. Additional exclusions and limitations:

1. applicable to loss of earnings and tuition resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, by the perils covered against. The length of time for which the Fund shall be liable hereunder is for the lesser of: thirty (30) consecutive calendar days; or the length of time that would be required to rebuild, repair, replace, or restore such property herein described as has been damaged or destroyed.

2. Applicable to loss of earnings and tuition, the Fund shall not be liable for any increase of loss resulting from the suspension, lapse, or cancellation of any lease, license, contract, or order unless such results directly from the interruption of business, and then the Fund shall be liable for only such as affects the Member Insured's earnings during, and limited to, the period of indemnity covered under this Certificate.

3. Applicable only to any extra expense, the Fund shall not be liable for the cost of repairing or replacing any of the real or personal property herein described, nor for the cost of research or other expense necessary to replace or restore damaged or destroyed records, including media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, that have been damaged or destroyed by the covered perils, except cost in excess of normal cost of such repair, replacement, or restoration necessarily incurred for the purpose of reducing loss under this

Certificate. In no event shall such excess cost exceed the amount by which the total extra expense loss otherwise payable under this Certificate so thereby reduced.

4. The Fund shall not be liable for any increase of loss of earnings, tuition, nor for any extra expense resulting from interference at the described premises, by strikers or other persons, with rebuilding, repairing, or replacing the property or with the resumption or continuation of business, nor shall the Fund be liable for any other consequential or remote loss.

L. Definitions

1. "raw stock" means material in the state in which the Member Insured receives it for conversion by the Member Insured into finished stock.
2. "stock in progress" means raw stock which has undergone any aging, seasoning, mechanical, or other process of manufacturing at the location herein described but which has not become finished stock.
3. "finished stock" means stock manufactured or processed by the Member Insured which in the ordinary course of the Member Insured's business is ready for packaging, shipment, or sale.
4. "merchandise" means goods kept for sale by the Member Insured which are not the product of manufacturing operations conducted by the Member Insured.
5. "normal" means the condition that would have existed had no loss occurred.

K. Requirements in case loss occurs: the Member Insured shall render to the Rund a proof of loss, signed and sworn to by an authorized official of the Member Insured as soon as practicable after the loss becomes known, stating the knowledge and belief of the Member Insured as to the following:

1. the time and origin of the property damage or destruction causing the loss of earnings, loss of tuition, or extra expense;
2. the interest of the Member Insured and of all others in the business;
3. all other contracts of insurance, whether valid or not, covering in any manner the loss covered by this Certificate; and
4. by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of damage or destruction, and shall furnish a copy of all the descriptions and schedules in all policies, the actual amount of business interruption value, and loss of earnings, loss of tuition, or extra expense claimed, accompanied by detailed exhibits of all values, costs, and estimates upon which such amounts are based.

L. The Member Insured, as often as may be reasonably required, shall exhibit to any person designed by the Risk Services Director all that remains of any property herein described, and submit to examination under oath by any person named by the Risk Services Director, and subscribe the same; and, as often as may be required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by the Risk Services Director or their representative, and shall permit extracts and copies thereof to be made.

Endorsement #009

Exclusion

PERFLUOROALKYL OR POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION

This policy does not insure any loss, claim or injury based upon, directly or indirectly arising out of, or resulting from polypolyfluoroalkyl and perfluoroalkyl substances (PFAS), including, but not limited to, perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, C8, ADONA, perfluorooctanesulfonyl fluoride, polytetrafluoroethylene, perfluorononanoic acid or ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals, related higher homologue chemicals, or any other chemical included on the U.S. Environmental Protection Agency's PFAS Research list, including additions and amendments thereto.

Endorsement #010

COMMUNICABLE DISEASE ENDORSEMENT

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently, and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
   a. for a Communicable Disease, or
   b. any property insured hereunder that is affected by such Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
   a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
   b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
   c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

PROCURMENTS $60,000 AND OVER **2025-26 Fiscal Year**

COMMISSION MEETING 07/23/2025

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
A.	PLUMA, LLC-CONTRACT #2025-07-006	FOCH STREET GREAT BLOCKS	Jocelyn Holguin	Procurment	**$2,650,017.10**	SWPA
B.	ELECTRIC DEPARTMENT	ADDITIONAL PROJECT COST	Jocelyn Holguin	Procurment	**PENDING**	PENDING
C.	LYNCO ELECTRIC CO. CES MEP 2023-04-R221	(2) DISPLAY BOARDS	Jocelyn Holguin	Procurment	**$ 169,806.39**	CES
D.	FOUR RIVERS, INC.-CES #2023-05-R1289-ALL	RALPH EDWARDS SKATE PARK	Orring Hechler	Parks	**$2,333,006.25**	CES
E.	CITY OF LAS CRUCES	COMMISSION APPROVED 5/22/2024	Carmen Howell	Solid Waste	**$740,000.00**	ON GOING SERVICES
F.	NM SELF INSURERS' FUND	CITY COVERAGE	Jocelyn Holguin	MULTIPLE	**$408,197.00**	FY 25/26
			COMBINED TOTAL		**$ 6,301,026.74**	

ATTEST:

Angela Torres, Clerk-Treasurer Date

Rolf Hechler, Major Date

PLEASE NOTE: PO # 82185 LAS CRUCES WAS PROCESSED IN ERROR PRIOR TO COMMISSION APPROVAL.

ALL OTHER REQUESTED ITEMS WILL BE CONVERTED IN TO REQUISTION FOLLOWING APPROVALS AND/OR FUNDING SOURCE REQUIREMENTS, TO TURN INTO STANDING PURCHASE ORDERS.

City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 23, 2025

Agenda Item #: E5.a

SUBJECT: Statewide Price Agreement #40-000000-23-00023. Pluma, LLC for Foch Street Project through Main Street to include NM GRT
DEPARTMENT: Finance
DATE SUBMITTED: July 18, 2025
SUBMITTED BY: Jocelyn Holguin, Finance Director
WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

Summary/Background:

Discussion/Action: Statewide Price Agreement #40-00000-23-00023 Pluma LLC, for construction on Foch Street T or C Great Blocks project through Main Street. Initially provided a contract agreement during the July 3, 2025, meeting. After reviewing the allowance and GRT were required. An updated agreement is being resubmitted for signature and will supersede the prior agreement. Please, see attached:

Recommendation:

Approval Recommended by Finance Director

Attachments:

- Statewide Price Agreement #40-00000-23-00023
- Contract for Construction Services Contract #2025-07-006 Pluma, LLC Construction Statewide Price Agreement

Click here to enter text.

Fiscal Impact (Finance): **Yes**

Fiscal Agents Main Street Foch Street Great Blocks Project: $2,650,017.10, inclusive of GRT and Allowances with the option to remove allowances if not required and reallocate additional funds for project aesthetics.

Legal Review (City Attorney): Choose an item.
Yes

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☒ Legal ☒ Other: Traci Alvarez, Assistant City Manager

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.
Continued To: Click here to enter a date. Referred To: Click here to enter text.
☐ Approved ☐ Denied ☐ Other: Click here to enter text.
File Name: CC agendas 07/23/2025

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner

Destiny Mitchell
Commissioner

Ingo Hoeppner
Commissioner

Gary Whitehead
City Manager

505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-7767
www.torcnm.org

July 18, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: STATEWIDE PRICE AGREEMENT-PLUMA, LLC-UPDATED AGREEMENT

The original Pluma, LLC agreement was placed on the July 9, 2025, agenda and was approved. After further review and discussions with Pluma, the City was informed of the allowances for Bid Item # 52 were included based on a discussion with Pland consultants. Initially the were to be an added alternative but to avoid making an amendment to the agreement the cost was included. Management and I agreed to add the language to have the ability to disallow if the item for Testing and dewatering was not required to not be charged for these services and reallocate to further improvements on the Foch Street Great Blocks Project. Which will allow Pluma to continue with the project as contingencies develop. In addition, New Mexico GRT was added to the updated contract as well. This contract supersedes the prior agreement.

SWPA #40-00000-23-00023 Pluma, LLC/ Contract # 2025-07-066

Total Cost $ 2,650,017.10

Please, review the attached documents and approve the requested procurement. Thank you.

Regards,

Joeelyn Holguin
Finance Director

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ PO #_____

CONTRACT #2025-07-006

CITY OF T OR C
FOCH ST. GREAT BLOCKS PROJECT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences of Sierra County, hereinafter referred to as the "City of T or C" and

Pluma, LLC, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Board of City of T or C Commissioners.

WHEREAS the City of T or C procured Contractor under the New Mexico Statewide Price Agreement.

WHEREAS the Contractor submitted its original proposal and was selected under SWPA #40-00000-23-00034 and

WHEREAS the City of T or C desires to engage the Contractor to render certain Construction projects, as needed, and the Services is willing to provide such services and to enter into this Construction Services Agreement; and

WHEREAS this Master Agreement includes all Exhibits and any subsequently awarded Contract for Construction Contractor form the Contract Documents and are all as fully a part of the Contract as if attached to this Agreement; and

WHEREAS the Contractor was selected to provide and perform such Construction Management Services as provided for within this Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

IT IS AGREED BETWEEN THE PARTIES

1. **Scope of Work. Per Proposal and Specification of cancelled ITB #2025-02-003 Foch St. Great Blocks Project- Pland Engineering specifications.**

2. **Compensation.**

A. The City shall pay to the Contractor the Contract Sum in current funds for the Contractor's performance of the contract per Bid Item list which includes the cost on Bid Item #52 Testing and Dewatering Allowance which may ***Disallowed*** should said item is not required.

The Contract Sum shall be *Two million four hundred forty-five thousand two hundred twenty-nine dollars and Sixteen Cents* (**$2,445,229.16**), subject to additions and deductions as provided in the contract documents. Inclusive of New Mexico GRT rate of *Two hundred four thousand seven hundred eighty-seven and ninety-four cents* (**$204,787.94**). Which amounts to *Two million six hundred fifty thousand seventeen and ten cents* (**$2,650,017.10**).

Based upon Applications for Payment submitted to the Landscape Architect by the Contractor and Certificates for Payment issued by the Landscape Architect, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: The 25th day of the calendar month.

Provided that an Application for Payment is received by the Landscape Architect no later than the 25th of a given month, payment of the certified amount shall be made by the City of T or C no later than the 15th of the following month. In no event shall payment be delayed beyond 30 calendar days from receipt of the approved application. Interest may accrue on overdue payments at the legal rate under New Mexico law.

Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Landscape Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when: The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in said agreement, and to satisfy other requirements, if any, which extend beyond final payment; and a final Certificate of Payment has been issued by the Landscape Architect.

The City's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.Contractor**$2,650,017.10** including GRT.

B. New Mexico Gross Receipts Tax will be billed as a separate added amount at the time of each pay request at the percentage applicable at the time of billing.

C. Reimbursable services of the Contractor will include the following items when

approved in writing by the Owner: Cost of reproduction of drawings and specifications required for bidding. Payment of reimbursable expenses to the Contractor will be paid by the Owner at the direct cost to the Construction manager. All requests for reimbursable expenses will be accompanied by copies of original detailed invoices.

D. Payment is subject to the availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Article 1, Scope of Work.

E. Contractor must submit a detailed statement accounting for all services performed, as specified in the individual purchase order. If the City of T or C finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor with a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. The City of T or C will continue to pay Contractor for any undisputed amounts pursuant to Article 2(A). Upon certification by the City of T or C that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days of the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

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

3. Term.

This Agreement is for (182) days from the Notice to Proceed date (by Landscape Architect) issued after approval by the City of T or C Board of City Commissioners. This schedule anticipates approximately two (2) months for permitting, mobilization and submittal review, followed by six (6) months of construction. With the conditions of completion prior to the eighth (8th month) for final closure and submittals.

4. Termination For Convenience.

Termination. This Agreement may be terminated by either party upon thirty (30) days' written notice. In the event of termination for convenience, the Contractor shall be compensated for all services performed, work completed, and reasonable demobilization costs incurred up to the date of termination, including materials purchased or specifically fabricated for the project that cannot be reasonably repurposed or returned.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY OF T OR C'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSTRUCTION MANAGER'S DEFAULT/BREACH OF THIS AGREEMENT.

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

5. Termination For Cause.

A. City of T or C may by written notice terminate this Agreement in whole or in part for Contractor's default if the Contractor fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such an event, City of T or C may otherwise secure the materials, supplies or services ordered, and the Contractor shall be liable for damage suffered by City of T or C thereby, including incidental and consequential damages. If after termination, the City of T or C determines the Contractor was not in default, or if Contractor's default is due to failure of City of T or C, termination shall be deemed for the convenience of City of T or C. The rights and remedies of City of T or C provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement as used in this paragraph, the word "Contractor" includes Contractor's sub-suppliers at any tier.

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

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of City of T or C Commissioners for the performance of each task order assigned under this Agreement. If sufficient appropriations and authorization are not made by the Board of City of T or C Commissioners, this Agreement shall terminate

immediately upon written notice being given by the City of T or C to the Contractor. The City of T or C's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City of T or C 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. Additional language authorized by the funding source.

a. **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"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, the City of Truth or Consequences in partnership with and for the benefit of MainStreet Truth or Consequences may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Truth or Consequences in partnership with and for the benefit of MainStreet Truth or Consequences' decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Truth or Consequences in partnership with and for the benefit of MainStreet Truth or Consequences or the Economic Development Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Truth or Consequences in partnership with and for the benefit of MainStreet Truth or Consequences or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under an Economic Development Department Grant Agreement. Should the Economic Development Department early terminate the grant agreement, the City of Truth or Consequences in partnership with and for the benefit of MainStreet Truth or Consequences may early terminate this contract by providing Contractor with written notice of such termination. In the event of termination pursuant to this paragraph, the City of Truth or Consequences in partnership with and for the benefit of MainStreet Truth or Consequences only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

7. Status of Contractor.

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

8. Assignment.

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

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City of T or C. Subcontractors listed in an approved task order constitute approval of the City of T or C. No such subcontract shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City of T or C. In all cases, the Contractor is solely responsible for fulfillment of this Agreement.

10. Release.

Final payment shall not waive any unresolved claims submitted in writing prior to the final payment.

11. 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 the prior written approval of the City of T or C.

12. Product of Service – Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

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

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City of T or C relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City of T or C if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 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 Article 13 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 City of T or C and notwithstanding anything in the Agreement to the contrary, the City of T or C may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 13(B).

14. Amendment.

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

15. Merger.

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

16. Penalties for Violation of Law.

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

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and City of T or C laws and rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor are 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.

18. Applicable Law.

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

19. Workers Compensation.

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

20. Records and Financial Audit.

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

21. Disclaimer and Hold Harmless.

City of T or C shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according

to this Agreement. Contractor shall hold City of T or C harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by City of T or C in connection with the performance by Contractor of Contractor's duties according to this Agreement.

22. Indemnification.

Contractor shall defend, indemnify and hold harmless the City of T or C from claims directly resulting from the Contractor's negligence or willful misconduct during the performance of this Agreement. This obligation shall not apply to liabilities arising from the City of T or C's own negligence, omissions, or third-party actions outside the Contractor's control.

23. 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.

24. 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 expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. Authority.

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

26. Lobbying.

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

with its instructions.

27. Approval of Contractor Personnel.

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

28. Survival.

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

29. Succession.

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

30. Force Majeure.

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

31. Mediation.

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

32. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the City of T or C until it is executed by the Board of City of T or C Commissioners after voting on the contract at a public meeting. The Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement. Further, each individual task order must be fully executed prior to proceeding with any work.

33. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties, the prevailing party shall not be authorized to recover reasonable attorneys' fees and court costs unless approved through New Mexico State Statues.

34. Cooperation.

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

35. Incorporation and Order of Precedence.

New Mexico Statewide Price Agreement #40-00000-23-00034 and the Construction Company's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the SWPA; then
4. the scope of work, timeframe for completion, and compensation, in reverse chronological order; then
5. the Contractor's proposal.

36. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The Contractor shall defend, at its own expense, the City of T or C against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party

obtains a judgment against the City of T or C of Sierra based upon the Contractor's trade secret infringement relating to any product or service provided under this agreement, the Contractor agrees to reimburse the City of T or C of Sierra for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City of T or C shall:

i. give the Contractor prompt written notice of any claim;

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

iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

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

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

iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the procuring agency of the City of T or C to the extent such modification is the cause of the claim.

37. Professional Liability Insurance.

Contractor agrees to maintain throughout the duration of the Agreement liability insurance with coverage limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate for both general and professional liability. If claims-made coverage is utilized, a minimum two-year tail shall be required unless otherwise agreed upon in writing. The City of T or C shall be named as an additional insured.

38. Compliance With Laws

In providing the scope of services outlined herein, the Contractor and the City of T or C shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments.

39. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

40. Federal Government Subcontract Provisions

The clauses contained in the referenced paragraphs of the Federal Acquisition Regulations (FAR) are hereby incorporated by reference. In the event of any conflict between the terms and conditions of these Federal Acquisition Regulations and any other provisions of this Agreement, the terms and conditions of these Federal Acquisition Regulations shall prevail. For the purposes of Sierra City of T or C, in all of the following clauses, the terms "contract" shall mean the resultant Agreement, and the term "contractor" shall mean "seller." The term "Government" shall mean "Sierra City of T or C" and the terms "contracting officer" shall mean the "Chief Procurement Officer," except in those clauses with an "*" in the third column (Contract Grant). In the clauses marked with an "*", "Government" shall mean "United States Government."

A. 52.222-6 Davis Bacon Act. (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

41. Notices.

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

To: City of Truth or Consequences
Jocelyn Holguin, Finance Director/Chief Procurement Officer
505 Sims Street Truth or Consequences, NM 87901

To: Pluma, LLC

Printed Name: Timothy Evertt, Vice President of Administration

Address: 63104 4th St. NW, Ste 1
Albuquerque, NM 87107

By: _____ Date: _____
Timothy Evertt, Vice President of Administration

By: _____ Date: _____
Gary Whitehead, City Manager

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City Chief Procurement Officer below:

Project Manager:

Traci Alvarez
Director of Community Development
City of Truth or Consequences
575-952-0565
talvarez@torcnm.org

BOARD OF CITY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this day of July 23, 2025.

_____
Rolf Hechler, Mayor

Attest:

Angela Torres City Clerk

City of Truth or Consequences Chief Procurement Officer:

By: _____ Date: _____
Jocelyn Holguin, Finance Director/ CPO
City of Truth or Consequences

Note: This agreement supersedes all prior agreements in full effect.

Bid Item #	Item Description	Estimated	Unit	Unit Price	Amount	Total
1	Mobilization/Demobilization & General Requirements	1	LS	$ 83,944.57	$ 83,944.57	$ 83,944.57
2	Demolition and Removals by Contractor, complete.	1	LS	$ 198,024.50	$ 198,024.50	$ 198,024.50
3	Excavate and dispose of existing concrete paving, and other concrete or asphalt debris up to 12" depth, including rough and finish grade, complete.	1750	CY	$ 37.24	$ 65,170.00	$ 65,170.00
4	Layout and Staking, complete.	1	LS	$ 18,980.00	$ 18,980.00	$ 18,980.00
5	Earthwork and grading, complete. And Testing	1	LS	$ 265,952.29	$ 265,952.29	$ 265,952.29
6	Signage and Striping, complete.	1	LS	$ 41,400.00	$ 41,400.00	$ 51,400.00
7	Electrical system, complete.	1	LS	$ 361,860.00	$ 361,860.00	$ 386,860.00
8	Irrigation System, complete.	1	LS	$ 25,450.00	$ 25,450.00	$ 25,450.00
9	Traffic and Barricading, complete in place.	1	LS	$ 43,465.20	$ 43,465.20	$ 43,465.20
10	Asphalt pavement with 6" compacted aggregate base course, per T or C detail asphalt paving section and sheet 3-1, complete in place.	2,640	SY	$ 127.76	$ 337,286.40	$ 337,286.40
11	Asphalt pavement with 6" compacted aggregate base course, per NMDOT detail asphalt paving sections and sheet 3-1, complete in place.	130	SY	$ 380.34	$ 49,444.20	$ 49,444.20
12	Construct concrete curb and gutter per curb and gutter detail sheet 3-1, complete in place.	1,460	LF	$ 75.07	$ 109,602.20	$ 109,602.20
13	Construct 4" thick gray concrete pavement with control joints and expansion joints per detail A/14-9, complete in place.	145	CY	$ 553.73	$ 80,290.85	$ 80,290.85
14	Existing water meter to be adjusted to match finish grade, complete in place.	12	EA	$ 1,479.46	$ 17,753.52	$ 17,753.52
15	Furnish and Install concrete pavers per detail A/14-10. Pavers shall be 6x9 6cm pavers with micro chamfer, as available from Acker-Stone or pre-approved equal. Pattern: running bond. Color: oyster white, complete in place.	1100	SF	$ 26.69	$ 29,359.00	$ 29,359.00
16	Construct ADA accessible ramp 'Type B' per detail B/14-7, complete in place.	10	EA	$ 7,457.56	$ 74,575.60	$ 74,575.60
17	Construct concrete seat wall with form liner per detail E/14-10, complete in place.	133	LF	$ 197.07	$ 26,210.31	$ 26,210.31

18	Construct curb cut per detail E/14-9, complete in place.	14	EA	$ 296.56	$ 4,151.84	$ 4,151.84
19	Construct 6" thick concrete drive pad per detail C/14-10 and D/14-7 with control joints and expansion joints, complete in place.	6	EA	$ 8,230.62	$ 49,383.72	$ 49,383.72
20	Construct concrete valley gutter per detail C/14-10, with control and expansion joints, complete in place,	110	LF	$ 103.05	$ 11,335.50	$ 11,335.50
21	Construct sidewalk culvert per details sidewalk culvert and Covered sidewalk culvert on sheet 3-7, complete in place.	2	EA	$ 1,141.71	$ 2,283.42	$ 2,283.42
22	Existing water valve to be adjusted to match finish grade, complete in place.	7	EA	$ 1,479.46	$ 10,356.22	$ 10,356.22
23	Construct concrete fillet per detail C/14-10 with control and expansion joints, complete in place.	12	EA	$ 1,365.99	$ 16,391.88	$ 16,391.88
24	Furnish and install detectable warning surface tiles in concrete sidewalk. Armor-tile vitrified polymer composite cast in place, or equal. Color shall be brick red conforming to federal color no. 22144. Install per manufacturer's specifications, complete	220	SF	$ 60.71	$ 13,356.20	$ 13,356.20
25	Existing portal posts to remain. Contractor shall support portal structure during demolition and construction operations	1	LS	$ 5,178.10	$ 5,178.10	$ 5,178.10
26	Construct sloped sidewalk with curb and gutter transitions, complete in place.	3	EA	$ 2,514.48	$ 7,543.44	$ 7,543.44
27	Construct ADA accessible ramp 'Type C' per detail E/14-7 with curb and gutter transitions, complete in place.	1	EA	$ 6,657.56	$ 6,657.56	$ 6,657.56
28	Relocate and surface mount existing bench, complete in place.	3	EA	$ 707.30	$ 2,121.90	$ 2,121.90
29	Construct parallel curb ramp per NMDOT Standard DWG 608 with curb and gutter transitions, complete in place.	1	EA	$ 1,905.76	$ 1,905.76	$ 1,905.76
30	Construct concrete notched outlets per detail B/14-8, complete in place.	3	EA	$ 2,465.16	$ 7,395.48	$ 7,395.48
31	Construct ADA accessible ramp 'Type A' per detail A/14-7 including curb and gutter transitions, complete in place.	1	EA	$ 6,657.56	$ 6,657.56	$ 6,657.56
32	Construct concrete containment curb at pavers per detail F/14-8, complete in place.	70	LF	$ 67.89	$ 4,752.30	$ 4,752.30
33	Furnish and install pole with receptacle and sound system -- See electrical plans.	4	EA	$ 26,200.00	$ 104,800.00	$ 104,800.00

34	Furnish and install banner pole – see electrical and structural plans.	4	EA	$ 14,550.00	$ 58,200.00	$ 58,200.00
35	Reset removed existing concrete WPA stamp in concrete sidewalk, complete in place.	1	LS	$ 5,946.50	$ 5,946.50	$ 5,946.50
36	Furnish and install concrete pavers at light fixture with shallow footing per detail D/14-10, complete in place.	3	EA	$ 5,200.00	$ 15,600.00	$ 15,600.00
37	Construct 6" thick gray concrete paving per detail D/14-7 with control and expansion joints, complete in place.	8	CY	$ 454.89	$ 3,639.12	$ 3,639.12
38	Furnish and install educational sign per detail C/14-7, complete in place.	1	EA	$ 1,000.00	$ 1,000.00	$ 1,000.00
39	Furnish and install pitch litter with side opening trash receptacle, as available from landscape forms, or	4	EA	$ 1,300.00	$ 5,200.00	$ 5,200.00
40	Construct concrete header curb per detail B/14-9, complete in place.	170	LF	$ 54.18	$ 9,210.60	$ 9,210.60
41	Construct manhole with geothermal lid, complete in place.	1	EA	$ 12,000.00	$ 12,000.00	$ 12,000.00
42	Construct concrete cylinder art installation location per detail F/14-9, complete in place.	3	EA	$ 2,290.84	$ 6,872.52	$ 6,872.52
43	Furnish and install 12-18 CF Accent boulder per detail D/14-17, complete in place.	21	EA	$ 450.00	$ 9,450.00	$ 9,450.00
44	Construct soil sponge per detail C/14-17, complete in place.	20	EA	$ 200.00	$ 4,000.00	$ 4,000.00
45	Construct sediment trap at curb inlet per detail E/14-17, complete in place.	10	EA	$ 4,992.84	$ 49,928.40	$ 49,928.40
46	Furnish and install re-vegetation seeding, custom blend of grasses and wildflowers, as available from granite seed,	2500	SF	$ 4.10	$ 10,250.00	$ 10,250.00
47	Furnish and install 1" 'Amaretto' gravel mulch from NM Travertine, or approved equal. Installed at a 1" depth with no filter fabric, complete in place.	1750	SF	$ 17.20	$ 30,100.00	$ 30,100.00
48	Furnish and install 1" 'Amaretto' gravel mulch from NM Travertine, or approved equal. Installed at a 4" depth over filter fabric, complete in place.	450	SF	$ 48.89	$ 22,000.50	$ 22,000.50
49	Furnish and install 2"-4" sub-angular grey rock, as available from Bartoo sand and gravel, or approve equal. Install at a 4" depth over no filter fabric, complete in place.	300	SF	$ 61.29	$ 18,387.00	$ 18,387.00
50	Provide and install 5-gallon shrub per sheet 14-15 and 14-16, per detail B/14-17, complete in place.	40	EA	$ 445.00	$ 17,800.00	$ 17,800.00

51	Provide and install 1-gallon shrub per sheet 14-15 and 14-16, per detail B/14-17, complete in place.	57	EA	$ 265.00	$ 15,105.00	$ 15,105.00
52	Testing and Dewatering Allowance	1	EA	$ 32,500.00	$ 32,500.00	$ 32,500.00

2.1 Base Bid – Subtotal of Bid Items No. 1 through 51 $ 2,396,879.16 $ 2,445,229.16

c) New Mexico Gross Receipts Tax (NMGRT) on amount on Line c) Subtotal at 8.3750%*: $ 204,787.94

d) BASE BID TOTAL – Line a) Subtotal plus Line b) NMGRT: $ 2,650,017.10

_____ Dollars

(Base Bid Total amount written in words)

2.2 Alternates. In addition to submitting a Base Bid, the bidder shall bid on all alternates, and all such amounts shall be considered as additional amounts to the Base Bid.

Alternate No. 1: Consists of construction, planting and irrigation items on the east side of South Foch St. related to curb cuts, green gutter, landscape areas, clay-lined green gutter, reinforced concrete header curb 'Type B', turn down edge at green gutter and educational signs – see construction, irrigation and planting sheets 14-5 through 14-19.

Add an amount determined as follows:

e) Alternate No. 1 Subtotal $_____

f) NMGRT at 8.3750% $_____

g) Alternate No. 1 Total $_____

Alternate No. 1 Subtotal Line e plus NMGRT Line f)

_____

Dollars _____

(Alternate No. 1 Total amount written in words)

Alternate No. 2: Consists of custom shade structures with posts and associated footings – see structural and construction drawings 10-1 to 10-3, 14-5 to 14-11.

Add an amount determined as follows:

h) Alternate No. 2 Subtotal $_____

i) NMGRT at 8.3750% $_____

j) Alternate No. 2 Total $_____

Alternate No. 2 Subtotal Line h plus NMGRT Line i)

_____

Dollars _____

(Alternate No. 2 Total amount written in words)

@ 32,500 Dewater Testing | $100,000 30,000 Chain

Foch St. Great Blocks Project
Truth or Consequences

Include —

Pluma, LLC

Offer Letter

Pluma Construction respectfully submits our **lump sum proposal** for the Foch St. Great Blocks Project under the **Statewide Price Agreement (SWPA) #40-00000-23-00034**.

Lump Sum base bid: **$2,445,229.16 (excluding allowances and NMGRT 8.375%).** $ 2,650,017 00

-32,500

This proposal is in accordance with the unit pricing, terms, and conditions established by the State of New Mexico General Services Department. All labor rates, material costs, and reimbursable expenses reflect the

- Hourly labor rates per classification (e.g., Superintendent, Journeyman, Laborer)
- Zero markup on materials
- Standard per diem and mileage rates

Additionally, in accordance with **NMAC 14.6.6.8(A)**, we hereby certify our license compliance for this scope of work:

Pluma Construction is a licensed GB-98 general contractor in the State of New Mexico and is serving as the **prime contractor** on this project. As required by CID regulations, any portion of the work falling under specialty classifications will be subcontracted to appropriately licensed contractors. Specifically:

- **GA-1 work** (sitework, demolition, paving, concrete, and earthwork) is valued below 50% of the total contract and will be subcontracted to a licensed GA-1 contractor.
- **GA-3 work** (landscaping and irrigation systems) will be performed by a GA-3 licensed subcontractor.

The majority of the project falls within the GB-98 classification, and as such, Pluma is authorized to contract this project under our GB-98 license, per CID requirements. This approach complies fully with the provisions of **NMAC 14.6.6.8(A)**, which allows subcontracting of work outside the prime's classification as long as the majority of the dollar value falls within the licensed scope.

Should you require additional documentation or have questions regarding scope alignment or license assignments, please feel free to contact our office directly.

RECEIVED JUL 16 2025 BY:

Respectfully,

Timothy Everett
Vice President of Administration

7/16. 11:30 con with John/Jocelyn agree that $32,500 was to come off Base bid. Plaid req that 32,500 Remain & be a deductive Alt.

New language is:

Base bid $2,445,229.16 + Plus GRT @ 8.375% (204,787.90) 2,650,017.60

$32,500 will be deductive Alt. for dewatering / testing.

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner

Destiny Mitchell
Commissioner

Ingo Hoeppner
Commissioner

Gary Whitehead
City Manager

505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-7767
www.torcnm.org

July 18, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: STATEWIDE PRICE AGREEMENT-PLUMA, LLC-UPDATED AGREEMENT

The original Pluma, LLC agreement was placed on the July 9, 2025, agenda and was approved. After further review and discussions with Pluma, the City was informed of the allowances for Bid Item # 52 were included based on a discussion with Pland consultants. Initially the were to be an added alternative but to avoid making an amendment to the agreement the cost was included. Management and I agreed to add the language to have the ability to disallow if the item for Testing and dewatering was not required to not be charged for these services and reallocate to further improvements on the Foch Street Great Blocks Project. Which will allow Pluma to continue with the project as contingencies develop. In addition, New Mexico GRT was added to the updated contract as well. This contract supersedes the prior agreement.

SWPA #40-00000-23-00023 Pluma, LLC/ Contract # 2025-07-066

Total Cost $ 2,650,017.10

Please, review the attached documents and approve the requested procurement. Thank you.

Regards,

Joeelyn Holguin
Finance Director

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ PO # _____

CONTRACT #2025-07-006

CITY OF T OR C
FOCH ST. GREAT BLOCKS PROJECT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences of Sierra County, hereinafter referred to as the "City of T or C" and

Pluma, LLC, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Board of City of T or C Commissioners.

WHEREAS the City of T or C procured Contractor under the New Mexico Statewide Price Agreement.

WHEREAS the Contractor submitted its original proposal and was selected under SWPA #40-00000-23-00034 and

WHEREAS the City of T or C desires to engage the Contractor to render certain Construction projects, as needed, and the Services is willing to provide such services and to enter into this Construction Services Agreement; and

WHEREAS this Master Agreement includes all Exhibits and any subsequently awarded Contract for Construction Contractor form the Contract Documents and are all as fully a part of the Contract as if attached to this Agreement; and

WHEREAS the Contractor was selected to provide and perform such Construction Management Services as provided for within this Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

IT IS AGREED BETWEEN THE PARTIES

1. **Scope of Work. Per Proposal and Specification of cancelled ITB #2025-02-003 Foch St. Great Blocks Project- Pland Engineering specifications.**

2. **Compensation.**

A. The City shall pay to the Contractor the Contract Sum in current funds for the Contractor's performance of the contract per Bid Item list which includes the cost on Bid Item #52 Testing and Dewatering Allowance which may ***Disallowed*** should said item is not required.

The Contract Sum shall be *Two million four hundred forty-five thousand two hundred twenty-nine dollars and Sixteen Cents* (**$2,445,229.16**), subject to additions and deductions as provided in the contract documents. Inclusive of New Mexico GRT rate of *Two hundred four thousand seven hundred eighty-seven and ninety-four cents* (**$204,787.94**). Which amounts to *Two million six hundred fifty thousand seventeen and ten cents* (**$2,650,017.10**).

Based upon Applications for Payment submitted to the Landscape Architect by the Contractor and Certificates for Payment issued by the Landscape Architect, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: The 25th day of the calendar month.

Provided that an Application for Payment is received by the Landscape Architect no later than the 25th of a given month, payment of the certified amount shall be made by the City of T or C no later than the 15th of the following month. In no event shall payment be delayed beyond 30 calendar days from receipt of the approved application. Interest may accrue on overdue payments at the legal rate under New Mexico law.

Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Landscape Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when: The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in said agreement, and to satisfy other requirements, if any, which extend beyond final payment; and a final Certificate of Payment has been issued by the Landscape Architect.

The City's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.Contractor**$2,650,017.10** including GRT.

B. New Mexico Gross Receipts Tax will be billed as a separate added amount at the time of each pay request at the percentage applicable at the time of billing.

C. Reimbursable services of the Contractor will include the following items when

approved in writing by the Owner: Cost of reproduction of drawings and specifications required for bidding. Payment of reimbursable expenses to the Contractor will be paid by the Owner at the direct cost to the Construction manager. All requests for reimbursable expenses will be accompanied by copies of original detailed invoices.

D. Payment is subject to the availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Article 1, Scope of Work.

E. Contractor must submit a detailed statement accounting for all services performed, as specified in the individual purchase order. If the City of T or C finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor with a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. The City of T or C will continue to pay Contractor for any undisputed amounts pursuant to Article 2(A). Upon certification by the City of T or C that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days of the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

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

3. Term.

This Agreement is for (182) days from the Notice to Proceed date (by Landscape Architect) issued after approval by the City of T or C Board of City Commissioners. This schedule anticipates approximately two (2) months for permitting, mobilization and submittal review, followed by six (6) months of construction. With the conditions of completion prior to the eighth (8th month) for final closure and submittals.

4. Termination For Convenience.

Termination. This Agreement may be terminated by either party upon thirty (30) days' written notice. In the event of termination for convenience, the Contractor shall be compensated for all services performed, work completed, and reasonable demobilization costs incurred up to the date of termination, including materials purchased or specifically fabricated for the project that cannot be reasonably repurposed or returned.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY OF T OR C'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSTRUCTION MANAGER'S DEFAULT/BREACH OF THIS AGREEMENT.

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

5. Termination For Cause.

A. City of T or C may by written notice terminate this Agreement in whole or in part for Contractor's default if the Contractor fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such an event, City of T or C may otherwise secure the materials, supplies or services ordered, and the Contractor shall be liable for damage suffered by City of T or C thereby, including incidental and consequential damages. If after termination, the City of T or C determines the Contractor was not in default, or if Contractor's default is due to failure of City of T or C, termination shall be deemed for the convenience of City of T or C. The rights and remedies of City of T or C provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement as used in this paragraph, the word "Contractor" includes Contractor's sub-suppliers at any tier.

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

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of City of T or C Commissioners for the performance of each task order assigned under this Agreement. If sufficient appropriations and authorization are not made by the Board of City of T or C Commissioners, this Agreement shall terminate

immediately upon written notice being given by the City of T or C to the Contractor. The City of T or C's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City of T or C 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. Additional language authorized by the funding source.

a. **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"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, the City of Truth or Consequences in partnership with and for the benefit of MainStreet Truth or Consequences may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Truth or Consequences in partnership with and for the benefit of MainStreet Truth or Consequences' decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Truth or Consequences in partnership with and for the benefit of MainStreet Truth or Consequences or the Economic Development Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Truth or Consequences in partnership with and for the benefit of MainStreet Truth or Consequences or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under an Economic Development Department Grant Agreement. Should the Economic Development Department early terminate the grant agreement, the City of Truth or Consequences in partnership with and for the benefit of MainStreet Truth or Consequences may early terminate this contract by providing Contractor with written notice of such termination. In the event of termination pursuant to this paragraph, the City of Truth or Consequences in partnership with and for the benefit of MainStreet Truth or Consequences only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

7. Status of Contractor.

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

8. Assignment.

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

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City of T or C. Subcontractors listed in an approved task order constitute approval of the City of T or C. No such subcontract shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City of T or C. In all cases, the Contractor is solely responsible for fulfillment of this Agreement.

10. Release.

Final payment shall not waive any unresolved claims submitted in writing prior to the final payment.

11. 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 the prior written approval of the City of T or C.

12. Product of Service – Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

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

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City of T or C relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City of T or C if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 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 Article 13 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 City of T or C and notwithstanding anything in the Agreement to the contrary, the City of T or C may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 13(B).

14. Amendment.

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

15. Merger.

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

16. Penalties for Violation of Law.

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

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and City of T or C laws and rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor are 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.

18. Applicable Law.

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

19. Workers Compensation.

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

20. Records and Financial Audit.

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

21. Disclaimer and Hold Harmless.

City of T or C shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according

to this Agreement. Contractor shall hold City of T or C harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by City of T or C in connection with the performance by Contractor of Contractor's duties according to this Agreement.

22. Indemnification.

Contractor shall defend, indemnify and hold harmless the City of T or C from claims directly resulting from the Contractor's negligence or willful misconduct during the performance of this Agreement. This obligation shall not apply to liabilities arising from the City of T or C's own negligence, omissions, or third-party actions outside the Contractor's control.

23. 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.

24. 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 expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. Authority.

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

26. Lobbying.

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

with its instructions.

27. Approval of Contractor Personnel.

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

28. Survival.

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

29. Succession.

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

30. Force Majeure.

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

31. Mediation.

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

32. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the City of T or C until it is executed by the Board of City of T or C Commissioners after voting on the contract at a public meeting. The Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement. Further, each individual task order must be fully executed prior to proceeding with any work.

33. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties, the prevailing party shall not be authorized to recover reasonable attorneys' fees and court costs unless approved through New Mexico State Statues.

34. Cooperation.

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

35. Incorporation and Order of Precedence.

New Mexico Statewide Price Agreement #40-00000-23-00034 and the Construction Company's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the SWPA; then
4. the scope of work, timeframe for completion, and compensation, in reverse chronological order; then
5. the Contractor's proposal.

36. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The Contractor shall defend, at its own expense, the City of T or C against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party

obtains a judgment against the City of T or C of Sierra based upon the Contractor's trade secret infringement relating to any product or service provided under this agreement, the Contractor agrees to reimburse the City of T or C of Sierra for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City of T or C shall:

i. give the Contractor prompt written notice of any claim;

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

iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

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

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

iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the procuring agency of the City of T or C to the extent such modification is the cause of the claim.

37. Professional Liability Insurance.

Contractor agrees to maintain throughout the duration of the Agreement liability insurance with coverage limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate for both general and professional liability. If claims-made coverage is utilized, a minimum two-year tail shall be required unless otherwise agreed upon in writing. The City of T or C shall be named as an additional insured.

38. Compliance With Laws

In providing the scope of services outlined herein, the Contractor and the City of T or C shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments.

39. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

40. Federal Government Subcontract Provisions

The clauses contained in the referenced paragraphs of the Federal Acquisition Regulations (FAR) are hereby incorporated by reference. In the event of any conflict between the terms and conditions of these Federal Acquisition Regulations and any other provisions of this Agreement, the terms and conditions of these Federal Acquisition Regulations shall prevail. For the purposes of Sierra City of T or C, in all of the following clauses, the terms "contract" shall mean the resultant Agreement, and the term "contractor" shall mean "seller." The term "Government" shall mean "Sierra City of T or C" and the terms "contracting officer" shall mean the "Chief Procurement Officer," except in those clauses with an "*" in the third column (Contract Grant). In the clauses marked with an "*", "Government" shall mean "United States Government."

A. 52.222-6 Davis Bacon Act. (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

41. Notices.

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

To: City of Truth or Consequences
Jocelyn Holguin, Finance Director/Chief Procurement Officer
505 Sims Street Truth or Consequences, NM 87901

To: Pluma, LLC

Printed Name: Timothy Evertt, Vice President of Administration

Address: 63104 4th St. NW, Ste 1
Albuquerque, NM 87107

By: _____ Date: _____
Timothy Evertt, Vice President of Administration

By: _____ Date: _____
Gary Whitehead, City Manager

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City Chief Procurement Officer below:

Project Manager:

Traci Alvarez
Director of Community Development
City of Truth or Consequences
575-952-0565
talvarez@torcnm.org

BOARD OF CITY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this day of July 23, 2025.

_____
Rolf Hechler, Mayor

Attest:

Angela Torres City Clerk

City of Truth or Consequences Chief Procurement Officer:

By: _____ Date: _____
Jocelyn Holguin, Finance Director/ CPO
City of Truth or Consequences

Note: This agreement supersedes all prior agreements in full effect.

Bid Item #	Item Description	Estimated	Unit	Unit Price	Amount	Total
1	Mobilization/Demobilization & General Requirements	1	LS	$ 83,944.57	$ 83,944.57	$ 83,944.57
2	Demolition and Removals by Contractor, complete.	1	LS	$ 198,024.50	$ 198,024.50	$ 198,024.50
3	Excavate and dispose of existing concrete paving, and other concrete or asphalt debris up to 12" depth, including rough and finish grade, complete.	1750	CY	$ 37.24	$ 65,170.00	$ 65,170.00
4	Layout and Staking, complete.	1	LS	$ 18,980.00	$ 18,980.00	$ 18,980.00
5	Earthwork and grading, complete. And Testing	1	LS	$ 265,952.29	$ 265,952.29	$ 265,952.29
6	Signage and Striping, complete.	1	LS	$ 41,400.00	$ 41,400.00	$ 51,400.00
7	Electrical system, complete.	1	LS	$ 361,860.00	$ 361,860.00	$ 386,860.00
8	Irrigation System, complete.	1	LS	$ 25,450.00	$ 25,450.00	$ 25,450.00
9	Traffic and Barricading, complete in place.	1	LS	$ 43,465.20	$ 43,465.20	$ 43,465.20
10	Asphalt pavement with 6" compacted aggregate base course, per T or C detail asphalt paving section and sheet 3-1, complete in place.	2,640	SY	$ 127.76	$ 337,286.40	$ 337,286.40
11	Asphalt pavement with 6" compacted aggregate base course, per NMDOT detail asphalt paving sections and sheet 3-1, complete in place.	130	SY	$ 380.34	$ 49,444.20	$ 49,444.20
12	Construct concrete curb and gutter per curb and gutter detail sheet 3-1, complete in place.	1,460	LF	$ 75.07	$ 109,602.20	$ 109,602.20
13	Construct 4" thick gray concrete pavement with control joints and expansion joints per detail A/14-9, complete in place.	145	CY	$ 553.73	$ 80,290.85	$ 80,290.85
14	Existing water meter to be adjusted to match finish grade, complete in place.	12	EA	$ 1,479.46	$ 17,753.52	$ 17,753.52
15	Furnish and install concrete pavers per detail A/14-10. Pavers shall be 6x9 6cm pavers with micro chamfer, as available from Acker-Stone or pre-approved equal. Pattern: running bond. Color: oyster white, complete in place.	1100	SF	$ 26.69	$ 29,359.00	$ 29,359.00
16	Construct ADA accessible ramp 'Type B' per detail B/14-7, complete in place.	10	EA	$ 7,457.56	$ 74,575.60	$ 74,575.60
17	Construct concrete seat wall with form liner per detail E/14-10, complete in place.	133	LF	$ 197.07	$ 26,210.31	$ 26,210.31

18	Construct curb cut per detail E/14-9, complete in place.	14	EA	$ 296.56	$ 4,151.84	$ 4,151.84
19	Construct 6" thick concrete drive pad per detail C/14-10 and D/14-7 with control joints and expansion joints, complete in place.	6	EA	$ 8,230.62	$ 49,383.72	$ 49,383.72
20	Construct concrete valley gutter per detail C/14-10, with control and expansion joints, complete in place,	110	LF	$ 103.05	$ 11,335.50	$ 11,335.50
21	Construct sidewalk culvert per details sidewalk culvert and Covered sidewalk culvert on sheet 3-7, complete in place.	2	EA	$ 1,141.71	$ 2,283.42	$ 2,283.42
22	Existing water valve to be adjusted to match finish grade, complete in place.	7	EA	$ 1,479.46	$ 10,356.22	$ 10,356.22
23	Construct concrete fillet per detail C/14-10 with control and expansion joints, complete in place.	12	EA	$ 1,365.99	$ 16,391.88	$ 16,391.88
24	Furnish and install detectable warning surface tiles in concrete sidewalk. Armor-tile vitrified polymer composite cast in place, or equal. Color shall be brick red conforming to federal color no. 22144. Install per manufacturer's specifications, complete	220	SF	$ 60.71	$ 13,356.20	$ 13,356.20
25	Existing portal posts to remain. Contractor shall support portal structure during demolition and construction operations	1	LS	$ 5,178.10	$ 5,178.10	$ 5,178.10
26	Construct sloped sidewalk with curb and gutter transitions, complete in place.	3	EA	$ 2,514.48	$ 7,543.44	$ 7,543.44
27	Construct ADA accessible ramp 'Type C' per detail E/14-7 with curb and gutter transitions, complete in place.	1	EA	$ 6,657.56	$ 6,657.56	$ 6,657.56
28	Relocate and surface mount existing bench, complete in place.	3	EA	$ 707.30	$ 2,121.90	$ 2,121.90
29	Construct parallel curb ramp per NMDOT Standard DWG 608 with curb and gutter transitions, complete in place.	1	EA	$ 1,905.76	$ 1,905.76	$ 1,905.76
30	Construct concrete notched outlets per detail B/14-8, complete in place.	3	EA	$ 2,465.16	$ 7,395.48	$ 7,395.48
31	Construct ADA accessible ramp 'Type A' per detail A/14-7 including curb and gutter transitions, complete in place.	1	EA	$ 6,657.56	$ 6,657.56	$ 6,657.56
32	Construct concrete containment curb at pavers per detail F/14-8, complete in place.	70	LF	$ 67.89	$ 4,752.30	$ 4,752.30
33	Furnish and install pole with receptacle and sound system – See electrical plans.	4	EA	$ 26,200.00	$ 104,800.00	$ 104,800.00

34	Furnish and install banner pole – see electrical and structural plans.	4	EA	$ 14,550.00	$ 58,200.00	$ 58,200.00
35	Reset removed existing concrete WPA stamp in concrete sidewalk, complete in place.	1	LS	$ 5,946.50	$ 5,946.50	$ 5,946.50
36	Furnish and install concrete pavers at light fixture with shallow footing per detail D/14-10, complete in place.	3	EA	$ 5,200.00	$ 15,600.00	$ 15,600.00
37	Construct 6" thick gray concrete paving per detail D/14-7 with control and expansion joints, complete in place.	8	CY	$ 454.89	$ 3,639.12	$ 3,639.12
38	Furnish and install educational sign per detail C/14-7, complete in place.	1	EA	$ 1,000.00	$ 1,000.00	$ 1,000.00
39	Furnish and install pitch litter with side opening trash receptacle, as available from landscape forms, or	4	EA	$ 1,300.00	$ 5,200.00	$ 5,200.00
40	Construct concrete header curb per detail B/14-9, complete in place.	170	LF	$ 54.18	$ 9,210.60	$ 9,210.60
41	Construct manhole with geothermal lid, complete in place.	1	EA	$ 12,000.00	$ 12,000.00	$ 12,000.00
42	Construct concrete cylinder art installation location per detail F/14-9, complete in place.	3	EA	$ 2,290.84	$ 6,872.52	$ 6,872.52
43	Furnish and install 12-18 CF Accent boulder per detail D/14-17, complete in place.	21	EA	$ 450.00	$ 9,450.00	$ 9,450.00
44	Construct soil sponge per detail C/14-17, complete in place.	20	EA	$ 200.00	$ 4,000.00	$ 4,000.00
45	Construct sediment trap at curb inlet per detail E/14-17, complete in place.	10	EA	$ 4,992.84	$ 49,928.40	$ 49,928.40
46	Furnish and install re-vegetation seeding, custom blend of grasses and wildflowers, as available from granite seed,	2500	SF	$ 4.10	$ 10,250.00	$ 10,250.00
47	Furnish and install 1" 'Amaretto' gravel mulch from NM Travertine, or approved equal. Installed at a 1" depth with no filter fabric, complete in place.	1750	SF	$ 17.20	$ 30,100.00	$ 30,100.00
48	Furnish and install 1" 'Amaretto' gravel mulch from NM Travertine, or approved equal. Installed at a 4" depth over filter fabric, complete in place.	450	SF	$ 48.89	$ 22,000.50	$ 22,000.50
49	Furnish and install 2"-4" sub-angular grey rock, as available from Bartoo sand and gravel, or approve equal. Install at a 4" depth over no filter fabric, complete in place.	300	SF	$ 61.29	$ 18,387.00	$ 18,387.00
50	Provide and install 5-gallon shrub per sheet 14-15 and 14-16, per detail B/14-17, complete in place.	40	EA	$ 445.00	$ 17,800.00	$ 17,800.00

51	Provide and install 1-gallon shrub per sheet 14-15 and 14-16, per detail B/14-17, complete in place.	57	EA	$ 265.00	$ 15,105.00	$ 15,105.00
52	Testing and Dewatering Allowance	1	EA	$ 32,500.00	$ 32,500.00	$ 32,500.00

2.1 Base Bid – Subtotal of Bid Items No. 1 through 51 $ 2,396,879.16 $ 2,445,229.16

c) New Mexico Gross Receipts Tax (NMGRT) on amount on Line c) Subtotal at 8.3750%*: $ 204,787.94

d) BASE BID TOTAL – Line a) Subtotal plus Line b) NMGRT: $ 2,650,017.10

_____ Dollars

(Base Bid Total amount written in words)

2.2 Alternates. In addition to submitting a Base Bid, the bidder shall bid on all alternates, and all such amounts shall be considered as additional amounts to the Base Bid.

Alternate No. 1: Consists of construction, planting and irrigation items on the east side of South Foch St. related to curb cuts, green gutter, landscape areas, clay-lined green gutter, reinforced concrete header curb 'Type B', turn down edge at green gutter and educational signs – see construction, irrigation and planting sheets 14-5 through 14-19.

Add an amount determined as follows:

e) Alternate No. 1 Subtotal $_____

f) NMGRT at 8.3750% $_____

g) Alternate No. 1 Total $_____

Alternate No. 1 Subtotal Line e plus NMGRT Line f)

_____

Dollars

(Alternate No. 1 Total amount written in words)

Alternate No. 2: Consists of custom shade structures with posts and associated footings – see structural and construction drawings 10-1 to 10-3, 14-5 to 14-11.

Add an amount determined as follows:

h) Alternate No. 2 Subtotal $_____

i) NMGRT at 8.3750% $_____

j) Alternate No. 2 Total $_____

Alternate No. 2 Subtotal Line h plus NMGRT Line i)

_____

Dollars

(Alternate No. 2 Total amount written in words)

@ 32,500 Dewater Testing | $100,000 30,000 Change

Foch St. Great Blocks Project
Truth or Consequences

Include —

Pluma, LLC

Offer Letter

Pluma Construction respectfully submits our **lump sum proposal** for the Foch St. Great Blocks Project under the **Statewide Price Agreement (SWPA) #40-00000-23-00034**.

Lump Sum base bid: ~~$2,445,229.16 (excluding allowances and NMGRT 8.375%).~~ $ 2,650,017 00

-32,500

This proposal is in accordance with the unit pricing, terms, and conditions established by the State of New Mexico General Services Department. All labor rates, material costs, and reimbursable expenses reflect the

- Hourly labor rates per classification (e.g., Superintendent, Journeyman, Laborer)
- Zero markup on materials
- Standard per diem and mileage rates

Additionally, in accordance with **NMAC 14.6.6.8(A)**, we hereby certify our license compliance for this scope of work:

Pluma Construction is a licensed GB-98 general contractor in the State of New Mexico and is serving as the **prime contractor** on this project. As required by CID regulations, any portion of the work falling under specialty classifications will be subcontracted to appropriately licensed contractors. Specifically:

- **GA-1 work** (sitework, demolition, paving, concrete, and earthwork) is valued below 50% of the total contract and will be subcontracted to a licensed GA-1 contractor.
- **GA-3 work** (landscaping and irrigation systems) will be performed by a GA-3 licensed subcontractor.

The majority of the project falls within the GB-98 classification, and as such, Pluma is authorized to contract this project under our GB-98 license, per CID requirements. This approach complies fully with the provisions of **NMAC 14.6.6.8(A)**, which allows subcontracting of work outside the prime's classification as long as the majority of the dollar value falls within the licensed scope.

RECEIVED JUL 16 2025 BY:

Should you require additional documentation or have questions regarding scope alignment or license assignments, please feel free to contact our office directly.

Respectfully,

Timothy Everett
Vice President of Administration

7/16. 11:30 con w/ tel John/Jocelyn agree that $32,500 was to come off Base bid. Plaid req that 32,500 Remain & be a deductive Alt.

New language is:

Base bid $2,445,229.16 ± Plus GRT @ 8.375% (204,787.90) 2,650,017.60

$32,500 will be deductive Alt. for dewatering / testing.

City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 23, 2025

Agenda Item #: E5.6

SUBJECT: CES-MEP 2023-04-R2211-678 LYNCO Electronic Signs Project
DEPARTMENT: Finance
DATE SUBMITTED: July 18, 2025
SUBMITTED BY: Jocelyn Holguin, Finance Director
WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

Summary/Background:

Discussion/Action: The Electric Department is set to meet with Lynco Electric Co., to determine the addition items required for the signage project. Additional Supporting Documentation to be released on Monday, July 21, 2025. Please, see attached:

Recommendation:
Approval Recommended by Finance Director

Attachments:

- Letter from Finance Director
- Letter of Acceptance for 307 Date Street
- Pending Additional Information

Fiscal Impact (Finance): **Yes**

*Budgeted Project Item via Lodgers Tax Pending Review 07/21/2025

Legal Review (City Attorney): Choose an item.
Yes

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☒ Other: Traci Alvarez, Assistant City Manager

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.
Continued To: Click here to enter a date. Referred To: Click here to enter text.
☐ Approved ☐ Denied ☐ Other: Click here to enter text.
File Name: CC agendas 07/23/2025

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner

Destiny Mitchell
Commissioner

Ingo Hoeppner
Commissioner

Gary Whitehead
City Manager

505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-7767
www.torcnm.org

July 18, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: ADDITIONAL ELECTRICAL SUPPLIES FOR SIGNAGE PROJECT

The Cities Electric Department has a meeting with Lynco Electric Co. to do a walk through Monday July 21, 2025, at the to site locations for the (2) electronic billboard signs that the City plans to install on 307 Date Street and the Baseball fields per Commission request. With the generous permission of Mr. and Mrs. Luna they have agreed to allow the City the required easements for the new installation.

Following the site planning meeting Bo Easley will then notify me should there be additional cost for poles or services required for set up. Lynco will then tie-in there in of the project. Once I receive the needed information, I will email the Mayor, Mayor Pro-Tem and Commissioners individually with the findings prior to the meeting on July 23, 2025. Thank you.

FUND: LODGERS TAX

Total Cost $ PENDING

Regards,

Jocelyn Holguin
Finance Director

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ PO #_____

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner

Destiny Mitchell
Commissioner

Ingo Hoeppner
Commissioner

Gary Whitehead
City Manager

505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-7767
www.torcnm.org

March 10, 2025

To: Travis and Sharon Luna,

Subject: Letter of Concurrence for City of T or C Marquee Sign Location

Thak you for meeting with us to discuss the new sign. This letter will confirm that as agreed upon by both parties at a meeting on 3-6-2025, the marquee sign located at the corner of 370 Date St. is situated on city right-of-way and not on private property and both parties agree to forgo a survey identifying such.

The City will follow all applicable regulations and permits as required and work to secure any easements if needed.

Should you require any further information or have additional questions, please do not hesitate to contact our office.

Sincerely,

Traci Alvarez
Assistant City Manager
575-952-0565

RECEIVED
JUL 16 2025
BY:

City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 23, 2025

Agenda Item #: E5.c

SUBJECT: CES Contract # MEP 2023-04-R2211-678. T or C Display Boards for 307 Date Street and the City Baseball fields
DEPARTMENT: Finance
DATE SUBMITTED: July 18, 2025
SUBMITTED BY: Jocelyn Holguin, Finance Director
WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

Summary/Background:

Discussion/Action: Through the CES Contract # MEP 2023-04-R2211-678. T or C Display Boards for 307 Date Street and the City Baseball fields Please, see attached:

Recommendation:
Approval Recommended by Finance Director

Attachments:

- Letter from Finance Director
- CES Quote
- Pending Additional Information from Monday's Walkthrough with Electric

Fiscal Impact (Finance): **Yes**

*Lodgers Tax- $**169,806.39 + GRT PENDING CONFIRMATION**

Legal Review (City Attorney): Choose an item.
Click here to enter text.

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☒ Other: Traci Alvarez, Assistant City Manager

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.
Continued To: Click here to enter a date. Referred To: Click here to enter text.
☐ Approved ☐ Denied ☐ Other: Click here to enter text.
File Name: CC agendas 07/23/2025

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Mayor

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Mayor Pro-Tem

Merry Jo Fahl
Commissioner

Destiny Mitchell
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Ingo Hoeppner
Commissioner

Gary Whitehead
City Manager

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July 18, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: CES MEP 2023-04-R221 1-678Price Proposal Lynco Electric Co. T or C Display Boards

The City purchasing department was directed to procure display boards for two separate locations to provide electronic signage to promote events and activities surrounding the City. The quote from the initial company was from out of State and did not include the electrical tie ins. I worked with Lynco on the Arrey Ballfield project, and it was highly successful for the lighting and scoreboard. I reached out to Lynco for a quote, and he provided the attached for the services.

Following the site planning meeting Bo Easley will then notify me should there be additional cost for poles or services required for set up. Lynco will then tie-in there in of the project. We expect a time frame of September to have the items ordered and construction.

Please, review and approve the attached procurement. Thank you.

FUND: LODGERS TAX

Total Cost $ 169,806.39 + GRT (Confirmation Pending)

Regards,

Jocelyn Holguin
Finance Director

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

GORDIAN | Job Order Contracting Core

Price Proposal - Cooperative Educational Services JOC for MEP 2023-04-R2211-678

This proposal was prepared exclusively for Cooperative Educational Services

Job Number: 0326
Job Name: T or C Display Boards
Contractor: Lynco Electric Co.
Date Created: 07/01/2025
Last Update: 07/01/2025
Proposal Value: $169,806.39
Construction Procurement Catalog: Year 2025 Quarter 2 - TRUTH/CONSEQUENCES, NM

Summary By Division

Division	Line Total
01 General Requirements	$19,441.13
01 General Requirements	$12,484.50
26 Electrical	$132,528.00
26 Electrical	$5,352.76

Non-Prepriced Items

Item Name	Division	QTY	Unit Price	Factor	Line Total
8.375% Gross Receipts Tax	01 General Requirements	1.000000	$13,122.29	1.0000	$13,122.29
1% Bond	01 General Requirements	1.000000	$1,566.84	1.0000	$1,566.84
Engineering	01 General Requirements	1.000000	$3,960.00	1.2000	$4,752.00
Watchfire Signs	26 Electrical	1.000000	$70,550.00	1.2000	$84,660.00
Watchfire Signs	26 Electrical	1.000000	$39,890.00	1.2000	$47,868.00

RECEIVED
JUL 16 2025
BY:

Detailed Price Proposal

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
1	General Requirements	Non-Prepriced		EA	8.375% Gross Receipts Tax	$13,122.29

QTY	Unit Price	Factor	Total
1.000000	$13,122.29	1.0000	$13,122.29

2		Non-Prepriced		EA	1% Bond	$1,566.84

					QTY	Unit Price	Factor	Total
					1.000000	$1,566.84	1.0000	$1,566.84
3		Non-Prepriced	EA	Engineering				$4,752.00
					QTY	Unit Price	Factor	Total
					1.000000	$3,960.00	1.2000	$4,752.00
4	General Requirements	015433601700	Ea.	Rent crane truck mount, cable 6x4 drive 25 ton, 10' radius 25 tons at 10' radius				$8,843.09
				Weeks	QTY	Unit Price	Factor	Total
				1.00	1.000000	$7,369.24	1.2000	$8,843.09
5		015433400100	Ea.	Rent aerial lift, telescoping boom to 40' high, 500 lb. capacity, diesel Telescoping boom to 40' high, 500 lb. capacity, diesel				$1,435.16
				Weeks	QTY	Unit Price	Factor	Total
				1.00	1.000000	$1,195.97	1.2000	$1,435.16
6		015433206500	Ea.	Rent truck flatbed 1axle 3 ton rating 3 ton rating				$2,206.25
				Weeks	QTY	Unit Price	Factor	Total
				1.00	1.000000	$1,838.54	1.2000	$2,206.25
7	Electrical	Non-Prepriced	EA	Watchfire Signs				$84,660.00
					QTY	Unit Price	Factor	Total
					1.000000	$70,550.00	1.2000	$84,660.00
8		Non-Prepriced	EA	Watchfire Signs				$47,868.00
					QTY	Unit Price	Factor	Total
					1.000000	$39,890.00	1.2000	$47,868.00
9	Electrical	260533135020	L.F.	Electric metallic tubing (EMT), 3/4" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF 3/4" diameter				$164.50
					QTY	Unit Price	Factor	Total
					30.000000	$4.94	1.1100	$164.50
10		260533138810	Ea.	EMT boxes connectors, compression, steel, 3/4" diameter, to 15' H 3/4" diameter				$42.00
					QTY	Unit Price	Factor	Total
					8.000000	$4.73	1.1100	$42.00
11		260533138710	Ea.	EMT couplings, compression, steel, 3/4" diameter, to 15' H 3/4" diameter				$88.00
					QTY	Unit Price	Factor	Total

			8.000000	$9.91	1.1100	$88.00	
12	260533139110	L.F.	PVC conduit, schedule 40, 3/4" diameter, to 10' H, incl terminations, fittings, & support 3/4" diameter				$110.78
			QTY	Unit Price	Factor	Total	
			20.000000	$4.99	1.1100	$110.78	
13	260533139120	L.F.	PVC conduit, schedule 40, 1" diameter, to 10' H, incl terminations, fittings, & support 1" diameter				$747.03
			QTY	Unit Price	Factor	Total	
			100.000000	$6.73	1.1100	$747.03	
14	260533351100	L.F.	Flexible metallic conduit, sealtite, 1" diameter 1" diameter				$191.81
			QTY	Unit Price	Factor	Total	
			18.000000	$9.60	1.1100	$191.81	
15	260533351700	Ea.	Flexible metallic conduit, sealtite, connectors, plain, 3/4" diameter 3/4" diameter				$133.29
			QTY	Unit Price	Factor	Total	
			8.000000	$15.01	1.1100	$133.29	
16	260533352400	Ea.	Flexible metallic conduit, sealtite, connectors, plain, 90 Deg., 3/4" diameter 3/4" diameter				$100.74
			QTY	Unit Price	Factor	Total	
			4.000000	$22.69	1.1100	$100.74	
17	260529204120	L.F.	Channel, steel, 14 gauge, 1-5/8" x 1-5/8" 1-5/8" x 1-5/8", 14 ga.				$418.91
			QTY	Unit Price	Factor	Total	
			30.000000	$12.68	1.1100	$418.91	
18	260529203100	C	Nuts, galvanized steel, 1/2" diameter 1/2" diameter				$83.73
			QTY	Unit Price	Factor	Total	
			1.000000	$75.43	1.1100	$83.73	
19	260529203350	C	Washers, galvanized steel, 1/2" diameter 1/2" diameter				$58.24
			QTY	Unit Price	Factor	Total	
			1.000000	$52.47	1.1100	$58.24	
20	260529203600	C	Lock washers, galvanized steel, 1/2" diameter 1/2" diameter				$36.41
			QTY	Unit Price	Factor	Total	
			1.000000	$32.80	1.1100	$36.41	
21	260529202700	L.F.	Threaded rod, steel, painted, 1/2" diameter 1/2" diameter				$479.52

			QTY	Unit Price	Factor	Total	
			20.000000	$21.60	1.1100	$479.52	
22	260529206050	Ea.	Strap, steel channel, rigid conduit, 3/4" diameter 3/4" diameter				$37.96
			QTY	Unit Price	Factor	Total	
			12.000000	$2.85	1.1100	$37.96	
23	260519901250	C.L.F.	Wire, copper, stranded, 600 volt, #10, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray #10				$431.04
			QTY	Unit Price	Factor	Total	
			4.800000	$80.60	1.1100	$431.04	
24	260519901300	C.L.F.	Wire, copper, stranded, 600 volt, #8, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray #8				$350.82
			QTY	Unit Price	Factor	Total	
			2.704300	$116.67	1.1100	$350.82	
25	260519901400	C.L.F.	Wire, copper, stranded, 600 volt, #4, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray #4				$1,097.95
			QTY	Unit Price	Factor	Total	
			4.200000	$235.51	1.1100	$1,097.95	
26	260519901500	C.L.F.	Wire, copper, stranded, 600 volt, #2, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray #2				$443.74
			QTY	Unit Price	Factor	Total	
			1.200000	$333.14	1.1100	$443.74	
27	260533162300	Ea.	Pull boxes, steel, type SC, raintight & weatherproof, 12" L x 12" W x 6" D, NEMA 3R 12" L x 12" W x 6" D				$336.29
			QTY	Unit Price	Factor	Total	
			2.000000	$151.48	1.1100	$336.29	

City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 23, 2025

Agenda Item #: E5.d

SUBJECT: CES Traditional Contract # 2023-05-R1289-ALL. Ralph Edwards Skate Park Design and Construction
DEPARTMENT: Finance
DATE SUBMITTED: July 18, 2025
SUBMITTED BY: Jocelyn Holguin, Finance Director
WHO WILL PRESENT THE ITEM: Jocelyn Holguin, Finance Director

Summary/Background:
Discussion/Action: Through the CES Traditional Contract # 2023-05-R1289-ALL. RALPH EDWARDS NEW SKATE PARK DESIGN AND CONSTRUCTION.

Recommendation:
Approval Recommended by Finance Director

Attachments:

- Letter from Finance Director
- CES Proposal #250612
- Luna County (Deming) Photo
- List of Four Rivers inc., work history

Click here to enter text.

Fiscal Impact (Finance): **Yes**

*Total Project Cost $233,006.25
*Multiple Funding Sources- Quality Life Grant, State Capital Appropriations & Lodgers Tax

Legal Review (City Attorney): Choose an item.
Click here to enter text.

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☐ Other: Orrin Hechler, Community Services

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.
Continued To: Click here to enter a date. Referred To: Click here to enter text.
☐ Approved ☐ Denied ☐ Other: Click here to enter text.
File Name: CC agendas 07/23/2025

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner

Destiny Mitchell
Commissioner

Ingo Hoeppner
Commissioner

Gary Whitehead
City Manager

505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-7767
www.torcnm.org

July 18, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: FOUR RIVERS CES Price Proposal #250612 CES CONTRACT #2023-05-R1289-ALL-RALPH EDWARDS SKATE PARK

The City Manager, CPO and Parks Department have been working directly with Four Rivers on procuring their company to develop a design plan and construction for the new and improved Ralph Edwards Skate Park. The City attended a project review of the Skate Park they constructed for the County of Luna in Deming earlier this week, please see photo sample, to discuss the pending project for the City. There is a slight short fall for the project and following discussion with Management a determination has been made to utilize the offset of funds from the Lodgers Tax Budget. We believe with the new additions to the park and with the plans to hold possible skating competitions will bring in potential lodgers for these events including the use of the new boat ramp which is currently in the review stage following the most recent bid opening.

Please, review and approve the attached procurement. Thank you.

FUNDS: QUALITY OF LIFE, STATE CAPITAL APPROPRIATIONS & LODGERS TAX

Total Cost $ 233,006.25 Including NM GRT

QUALITY OF LIFE: $192,889.27
STATE CAPITAL APPROPRIATIONS: $21,832
LODGERS TAX: $18,284.98-Budget Short Fall

Regards,
Jocelyn Holguin
Finance Director

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ PO # _____

Four Rivers inc.
615 E Walnut St. Deming, NM 88030

City of Truth or Consequences
Attn: O.J. Hechler
Director of Community Services
For: TorC Skate Park Design

6/12/2025

Proposal #250612

The following details provide prices and descriptions for various portions of work we are proposing to do at the listed location. These prices do not reflect our final design fees which were sent as another proposal. CES Contract Number 2023-05-R1289-ALL.

Proposal # 1. Wilson's Design 30% Complete Additional fees Equired for 100% Design	$325,000.00
Tax	$27,218.75
Total including bond	$352,218.75
Proposal # 2. In House Design	$215,000.00
Tax	$18,006.25
Total including bond	$233,006.25

These prices are good for 60 days. Thank you for allowing us the opportunity to serve you! If you would like to discuss items in this proposal, or if you need any additional information, please call me personally.

Kris Leck, CEO
Four Rivers, Inc. 575.494.5788
kris@fourriversinc.us

Four Rivers, Inc.
License #380204
Classifications: GF05, GS16, MS06
CPSI #47598-1222

Deming Business License Registration #2182
DOL, Public Works Registration #002412520120323

RECEIVED
JUN 12 2025
BY:

Outlook

Job Lists

From Kris Leck <kris@fourriversinc.us>
Date Wed 7/16/2025 7:17 AM
To Holguin, Jocelyn <jholguin@torcnm.org>
Cc Hechler, Orrin <orrin.hechler@torcnm.org>; Whitehead, Gary <gwhitehead@torcnm.org>

God morning all,

Here is a list of jobs we have completed along with approximate dates and job costs.

2017-2018 Deming Intermediate. Landscape, outdoor gym, artificial turf. We were the subcontractor for Bradbury Stamm Construction. $740,000 plus.

2020 DPS Phase Two. Landscape, baseball field. We were the subcontractor for ESA Construction. $400,000 plus.

2020-2021 City of Deming All Inclusive Park. General Contractor. $530,000 plus.

2022 Northern NM Pueblo, subcontractor for Joel Nanez. Landscape and playground. $900,000 plus.

2023 Williamsburg. General Contractor. Concrete and court coating. $170,000 plus.

2024 City of Las Cruces. General Contractor. Pool demolition and electrical. $210,000 plus.

2024 Williamsburg. General Contractor. Playground. $100,000 plus.

2024 WNMU Silver City. General Contractor. Tennis court coatings. $160,000 plus.

2024-2025 Luna County. General Contractor. Skatepark, batting cages, courts and surfacing, concession stand, site amenities. $1,850,000 plus.

2025 City of Las Cruces. General Contractor. Installation of three playgrounds for East Mesa, Vlachakis, and Pioneer Park. $260,000 plus.

Current 2025 City of Las Cruces. General Contractor. Playground for Valley View Park. $360,000 plus.

Please call me if you have any questions or concerns.

Thank you,

Kris Leck - CEO
(575) 494-5788



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 23, 2025

Agenda Item #: E.6

SUBJECT: Discussion/Action: Approve the executed grant agreement for the FY26 Clean and Beautiful Grant
DEPARTMENT: Community Services
DATE SUBMITTED: July 17, 2025
SUBMITTED BY: O.J. Hechler
WHO WILL PRESENT THE ITEM: O.J. Hechler, Community Service Director

Summary/Background: The City is collaborating with Mainstreet and has been selected to receive a grant award in the amount of $16,452. From this year's grant, the funds will be used to purchase three plastic bottle refill stations that will be placed at Ralph Edwards Park, Healing Waters Plaza, and the Louis Armijo Sports Complex. Additionally, grant funds will be used to purchase three recycled plastic picnic tables that will replace the two tables at Pool Park and to add a table at the Children's Memorial Park. The 25% match will be covered by in-kind services that include two community clean-up days.

Recommendation:
Approve executed grant agreement

Attachments:

- Award Letter
- Grant Agreement

Fiscal Impact (Finance): **N/A**

$0.00

Legal Review (City Attorney): **N/A**

Click here to enter text.

Approved For Submittal By: ☐ Department Director

Reviewed by: ☐ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 7-23-25

Docusign Envelope ID: DC2FB8FF-1668-4D17-B9D2-5C50C13AEAF5

STATE OF NEW MEXICO
TOURISM DEPARTMENT
Litter Control and Beautification
"Clean & Beautiful" Grant Program Agreement

THIS AGREEMENT, numbered **26-418-6002-00051-00**, is made and entered into by the **State of New Mexico Tourism Department**, hereinafter referred to as the "NMTD," and **City of Truth or Consequences** hereinafter referred to as the "Partner" (collectively the "Parties") and is effective as set forth below.

RECITALS

WHEREAS, the purpose of the New Mexico "Litter Control and Beautification Act," NMSA 1978, § 67-16-1 et seq. (hereinafter "the Act") is to control litter by authorizing NMTD to eliminate litter from the state to the maximum practical extent through a state-coordinated plan of education, control, prevention, and elimination; and

WHEREAS, the "Litter Control and Beautification Fund," hereinafter "the Fund," is appropriated to NMTD for the purpose of carrying out the provisions of the Act; and

WHEREAS, the Act provides that NMTD may contract with other state and local government agencies to carry out the provisions of the Act;

AGREEMENT

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, in consideration of the mutual covenants and obligations contained herein, as follows:

I. Obligations of Partner.

A. Perform and complete the projects and programs, expending all related funds, as outlined in the Project Award Schedule, as approved by NMTD and attached hereto as *Exhibit A*.

B. Acknowledge that the NMTD reserves the right to unilaterally adjust, modify or cancel any and all awards as outlined in *Exhibit A* in order to ensure the expenditure of all funds.

C. Agree and acknowledge project funds shall not be used for purposes other than those outlined and specified in Exhibit A.

D. Request and obtain prior approval from NMTD for any and all modifications to the awarded initiatives and approved expenditures outlined in *Exhibit A*.

1. Partners are allowed to submit up to three Budget Amendment Requests per grant cycle, one request each quarter between Quarters 1 – 3, July 2025 – April 2026
2. An amendment to the Agreement and *Exhibit A* must be executed by all parties before Partner implements the requested change to approved expenditures.
3. In the event Partner modifies an awarded initiative without prior approval, NMTD reserves the right to reject, cancel or stop any and all awards or works in progress.

E. Acknowledge and comply with all Grant Program Guidelines, as approved by NMTD and attached hereto as *Exhibit B*.

F. Comply with NMTD mandatory reporting procedures.

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1. Partner shall submit a Quarterly Milestone Report each quarter to NMTD staff via Survey Monkey Apply. Quarterly Milestone Reports must include progress information and photos.
    i. Partner must provide project progress updates for all grant funded projects.
    ii. Partner shall provide up-to-date financial documentation and current Project Expense Worksheet *if applicable.*
2. Partners must participate on or before December 30, 2025, in a Mid-Point Meeting with NMTD staff, as described in *Exhibit B.*

G. Submit all required documentation in a timely manner for Initial Disbursement and Final Reimbursement in accordance with the requirements described in *Exhibit B.*

Submissions must be fully accurate and complete. Incomplete or ineligible requests will not be processed.

H. Agree that all grant funds must be expended on or before June 2, 2026.

I. Acknowledge that any failure to adhere to the parameters set forth herein may affect Partner's eligibility for future awards.

II. Obligations of NMTD.

A. Provide award funds for all eligible expenses in accordance with the Act and according to *Exhibit A* and *Exhibit B.*

B. Provide access to all forms required for submission for Initial Disbursement and Final Reimbursement in accordance with the requirements described in *Exhibit B.*

III. Additional Terms & Conditions:

A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.

B. This Agreement shall become effective upon its execution by both Parties and shall terminate on **June 30, 2026**. Either party may terminate or seek to further negotiate this Agreement upon sixty (60) days written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.

C. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto.

D. A "Force Majeure Event" is defined as an event or effect that can be neither anticipated nor controlled which renders performance of the terms of this Agreement impossible, impracticable, or unsafe, including, but not limited to, acts of God, pandemic-related public health orders, acts of civil or military authority, embargoes, epidemics, war, acts of

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terrorism, riots, insurrections, fires, explosions, earthquakes, floods, loss of power, strikes or lockout. If a Force Majeure Event occurs, neither Party will be deemed in default of this Agreement. If any Force Majeure condition affects Partner's ability to perform its obligations, Partner shall give written notice to NMTD, and Partner will offer mutually agreeable amendments to Exhibit A. Until such time as this Agreement is amended, NMTD will withhold payment of award funds as set forth in Exhibit A.

E. Partner shall obtain prior approval from NMTD for any and all use of the Keep New Mexico True Brand. NMTD reserves the right to inspect any usage of the Brand to ensure proper quality and consistency.

F. In the event that this Agreement will be performed during a public health emergency, Partner shall ensure that any activities are carried out in accordance with all laws, rules, regulations, safe practices and protections.

G. The Parties shall not be jointly liable. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended.

H. This Agreement is governed by the laws of the State of New Mexico.

I. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.

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

To NMTD: New Mexico Tourism Department
Chantal S. Sandoval, Clean & Beautiful Program Manager
491 Old Santa Fe Trail | Santa Fe, NM 87501
(505) 670-8059 | chantal.sandoval@td.nm.gov

To Partner: Traci Alvarez
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
(575) 952-0565 | talvarez@torcnm.org

K. The individual signing below on behalf of the Partner represents and warrants that he or she has the authority to bind the Partner, and that no further action, resolution or approval from the Partner is necessary to enter into a binding agreement.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the final date of the signatures listed below.

Signed by:
By: Traci Alvarez Date: 7/15/2025
FC7717CB5E634F4...
Traci Alvarez, City of Truth or Consequences
PARTNER

Approved for legal sufficiency:

DocuSigned by:
By: Novela Salazar Date: 7/15/2025
B422D3B3622C4B6...
Novela Salazar, General Counsel NMTD

DocuSigned by:
By: Rayline Sebay Date: 7/15/2025
6122E56AC4444C2...
Rayline Sebay, CPO, ASD NMTD

DocuSigned by:
By: Lancing Adams Date: 7/15/2025
13661240A08C4E6...
Agency Head Designee NMTD

The records of the Taxation and Revenue Department reflect that the Partner is registered with the Taxation and Revenue Department of the State of New Mexico to engage in business and to report and pay tax from business conducted in New Mexico.

ID Number: **01-405755-00-7**

DocuSigned by:
By: AnnMarie Lucero Date: 7/16/2025
A1E23200AE974AA...
Taxation and Revenue Department

Docusign Envelope ID: DC2FB8FF-1668-4D17-B9D2-5C50C13AEAF5

FY26 New Mexico Clean & Beautiful Grant Program

EXHIBIT A
PROJECT AWARD SCHEDULE
CITY OF TRUTH OR CONSEQUENCES

Goals & Objectives	Goal 1	Goal 2	Goal 3	Goal 4	Goal 5
End Littering					
Reduce Waste					
2.1 Bottle refill station with attached water fountain		$5,680.00			
Approved Expenditures: 2 stations plus shipping					
2.1 Bottle refill stations (no water fountain)		$5,780.00			
Approved Expenditures: 2 stations plus shipping					
2.5 Recycled picnic tables		$4,992.00			
Approved Expenditures: 3 picnic tables					
Beautify Communities					
Empower Youth					
Increase Program Capacity					
Goal Subtotals	*$0.00*	*$16,452.00*	*$0.00*	*$0.00*	*$0.00*
Total Award		**$16,452.00**			

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EXHIBIT B

NEW MEXICO TOURISM DEPARTMENT
CLEAN AND BEAUTIFUL GRANT PROGRAM
FY26 GUIDELINES

GRANT PURPOSE

The purpose of the New Mexico "Litter Control and Beautification Act," NMSA 1978, § 67-16-1 et seq., is to accomplish litter control by vesting in the New Mexico Tourism Department (Department) the authority to eliminate litter from the state to the maximum practical extent. The Department shall aid in establishing a statewide Keep America Beautiful Program through the New Mexico Clean and Beautiful Grant Program to end littering, improve recycling, and beautify New Mexico communities.

ELIGIBILITY

All New Mexico municipalities, counties, units of government, and Tribal Governments in good standing with New Mexico Taxation and Revenue Department are eligible for funding (correct New Mexico State Tax ID numbers are required within the application process). Entities need not be Keep America Beautiful affiliates to apply.

ELIGIBLE EXPENDITURES

Projects and initiatives that contribute to the following goals and objectives, as identified through Keep America Beautiful and the Litter Control and Beautification Act, may be eligible for funding:

Goal #1 - End Littering

Objective 1.1 – Prevent littering.
Objective 1.2 – Provide access to proper waste disposal.
Objective 1.3 – Remove litter.

Goal #2 – Reduce Waste

Objective 2.1 – Reuse.
Objective 2.2 – Repair.
Objective 2.3 – Repurpose.
Objective 2.4 – Improve composting and sustainable organics management.
Objective 2.5 – Improve recycling and sustainable materials management.

Goal #3 - Beautify Communities

Objective 3.1 – Improve green spaces through sustainable park design.
Objective 3.2 – Maximize sustainable landscaping throughout communities.
Objective 3.3 – Prevent graffiti.
Objective 3.4 – Eradicate graffiti.

Goal #4 – Empower Youth

Objective 4.1 – Educate students.
Objective 4.2 – Provide service opportunities for youth groups.
Objective 4.3 – Employ youth interns.
Objective 4.4 – Provide youth leadership opportunities.

- Youth initiatives must directly contribute to at least one of the above-mentioned goals.
- Applicants may either hire a youth group as a subcontractor or hire individual youths.
- For individual youth interns:

a) Individuals must be between 14 to 25 years of age.
b) Salary range = at least local minimum wage.
c) Youth Employment Verification forms are required for each youth employed.
d) To the extent which an internship is conducted with an expectation of compensation of benefits, interns may not be considered regular "employees" (part-time or full-time) of the Partner entity.
e) Internship duration must be limited to the period of the grant agreement for reimbursement.

Goal #5 – Increase Program Capacity

Objective 5.1 – Recruit and engage volunteers.
Objective 5.2 – Build coalitions through professional affiliations.
Objective 5.3 – Increase knowledge through professional development.

- Activities must directly contribute to at least one of the above-mentioned goals.

INELIGIBLE EXPENDITURES

NMTD shall have the right in its sole discretion to approve or disapprove Partner's projects and/or expenditures submitted for final reimbursement. Items identified by the Department pursuant to the Keep America Beautiful and the Litter Control and Beautification Act that are ineligible for purchase with grant funds include but are not limited to:

- Benches and tables made from non-recycled material
- Disinfectant wipes
- Disinfectants & air fresher
- Fencing materials
- Food and/or drink
- Fuel
- Gardening tools
- Hardware for signage: trash receptacles & benches, etc.
- Heavy machinery rentals
- Irrigation
- Labor (with the exception of youth subcontractors)
- Landscaping fabric
- Landscaping pavers
- Landscaping rock
- Leather and cotton gloves
- Lighting
- Meeting space
- Office supplies
- On-going maintenance needs
- Playground equipment
- Rakes
- Shears
- Shovels
- Watering hoses
- Weed barrier & eradication spray
- Wheelbarrows

BUDGET ADJUSTMENT REQUESTS

NMTD shall have the right in its sole discretion to approve or disapprove certain budget adjustment requests (BARs). Adjustments are used to transfer grant funds within NMCB established goals and objectives.

- Types of Budget Adjustments typically allowed for:

  - A transfer between awarded initiatives within the Partner's current NMCB Project Award Schedule.
  - An authorization to expend funds on a new project within a NMCB Program established goal or objective on the Partner's current Project Award Schedule due to an unforeseen difficulty or inability to complete an awarded initiative.
- Types of Budget Adjustments that are not allowed:
  - A transfer of grant funds from an awarded initiative to an initiative or project previously unfunded during the application and panel review process.
  - A transfer of grant funds without prior authorization will not be reimbursed.

GRANT AGREEMENT

The grant award will be officially executed upon receipt by the Department of the signed grant agreement. Agreements will incorporate two accompanying exhibits: Project Award Schedule – including Approved Expenditures (*Exhibit A*) and these Grant Program Guidelines (*Exhibit B*).

INITIAL DISBURSEMENT OF FUNDS

Partners will be eligible to receive 50% of the total award amount following the execution of the grant agreement and submission of the Initial Disbursement Invoice. This form is available for download at the NM Clean & Beautiful Grant Resources webpage.

COMPLIANCE REPORT REQUIREMENTS

Partner shall submit a Quarterly Milestone Report each quarter to NMTD staff via Survey Monkey Apply.

- Quarterly Milestone Reports shall include progress for all approved projects including but not limited to:
  - Implementation updates
  - Existing or anticipated challenges
  - Anticipation for Budget Amendment Requests
  - Photos and videos
  - Media mentions
  - Up-to-date financial documentation and current Personalized Project Expense Worksheet

Partner shall participate in a Mid-Point Meeting with NMTD staff on or before December 30, 2025.

- Partner must provide up-to-date financial documentation and current Personalized Project Expense Worksheet.
- Partner must provide project progress updates for all grant funded projects.

Partner shall submit and upload clean-up and litter prevention events on the Breaking Bad Habits-NM site.

MEMORANDUMS OF UNDERSTANDING WITH NONPROFIT ORGANIZATIONS AND SCHOOLS

Unless previously approved by the Department, this grant shall not benefit any person or organization other than the awarded Partner. In the event Partner chooses to partner with a local non-profit or New Mexico school district to implement and complete an awarded project or initiative, Partner must provide either a Memorandum of Understanding, sub-agreement and/or signed attestation detailing their performance and responsibilities relating to the grant award.

VOLUNTEER SIGN-IN SHEETS

All volunteer hours should be documented on a Volunteer Sign-In Sheet. Sign-in sheets should specify the name, age, event, date, location and time logged. All volunteer names must be clear and legible.

YOUTH EMPLOYMENT VERIFICATION

Individuals from the ages 14 to 25 years of age may be hired to provide leadership opportunities and contribute to Partner's awarded initiative. Youth Employment Verification forms are required for each youth employed and must be notarized before submission to the Department. Partner will not be reimbursed for hired youth interns absent the required forms.

TRAVEL STIPEND

Partners who are in good standing as a Keep America Beautiful New Mexico Affiliate have the opportunity to represent New Mexico by attending the National Conference. Those who applied and were awarded will receive a maximum travel stipend of $2,200 to be used for conference expenses.

MATCHING REQUIREMENTS

This grant requires a 25% match. The following sections may be used to determine the costs and calculate totals for In-Kind & Monetary Donations, which must be reported in the End-of-Year Report.

Donated Goods or Services:

Entities may receive non-monetary contributions of goods or services, often referred to as "in-kind donations" from businesses, groups, and individuals. Examples include private waste hauler services, "pro-bono" accounting services, food/drinks, donated advertising space, or office space in a nongovernment building. The dollar value of any donated goods or services is equal to the market price of the goods or services contributed. Whenever possible, submit the dollar-value in writing.

How to Calculate Government Costs:

Government employee time and services for which they receive government salary, overtime or compensatory time are considered a cost. If a government employee is working on a project on their own time, as a volunteer or board member, calculate their time as a volunteer hour. Government in-kind goods include hauling by sanitation vehicles, printing, and the use of consumable supplies. To calculate the value of in-kind government agency costs, estimate the market value of the goods or services provided to your affiliate and add to that the dollar-value for each hour of work given by government employees.

Volunteer Hours:

All volunteer hours should be documented on a Volunteer Sign-In Sheet. Volunteer Sign-In sheets must include event date, location, and number of hours volunteered. Each volunteer hour should be assigned the applicable state value provided by Independent Sector unless a professional provides a specific value for professional services. Current value for volunteer hours is available at https://independentsector.org/resource/value-of-volunteer-time.

Docusign Envelope ID: DC2FB8FF-1668-4D17-B9D2-5C50C13AEAF5

REIMBURSEMENT REQUIREMENTS

In order to receive reimbursement for the remaining 50% of the total award amount, Partners must submit the Final Reimbursement Request Packet at project end.

Final Reimbursement Request Packet should include, submitted no later than June 2, 2026:

- Final Reimbursement Invoice
- Project Expense Worksheet with back-up documentation*
- Youth Employment Verification forms, if applicable
- Event and trainings registration confirmations, and Keep America Beautiful Affiliate dues receipt, if applicable
- Eligible back-up documentation includes:
    - Invoices or receipts; and
    - Cleared checks, warrants, bank statements or a notarized attestation by Partner's CFO or equivalent financial authority.

End-of-Year Report should be submitted no later than July 3, 2026, including but not limited to:

- End-of-Year Reports
    - Metrics
    - Narrative
- Volunteer Sign-in Sheets, if applicable

SUBMISSION REQUIREMENTS

Submission of all required forms and back-up documentation must be submitted via upload to the Survey Monkey Apply portal located at: https://nmtourism.smapply.io/

PROGRAM RESOURCES

All required forms are available for download at the NM Clean & Beautiful Grant Resources webpage at: https://nmtourism.smapply.io/res/p/nmcbresources/

PROGRAM ASSISTANCE

Clean & Beautiful Grant Program Manager (Chantal Sandoval) will establish communication schedules and provide technical (programmatic) assistance for all awardees. She can be reached by email at chantal.sandoval@td.nm.gov or by phone at 505-670-8059.

STATE OF NEW MEXICO
Tourism Department
Lamy Building
491 Old Santa Fe Trail
Santa Fe, NM 87501
Phone: (505) 795-0343

Michelle Lujan Grisham
Governor

Howie Morales
Lt. Governor

Lancing Adams
Acting Cabinet Secretary

Jennifer Saavedra
Deputy Cabinet Secretary

June 27, 2025

O.J. Hechler
orrin.hechler@torcnm.org

Traci Alvarez
talvarez@torcnm.org

Dear City of Truth or Consequences,

Thank you for your interest in the FY26 cycle of the New Mexico Tourism Department's Clean and Beautiful grant program. After careful assessment, the NMTD Tourism Development Division is delighted to announce that, the City of Truth or Consequences has been selected to receive a grant award of $16,452.00 to aid in completing designated initiatives outlined in your FY26 grant application. Please know that we were very impressed by the level of commitment your organization has for the community.

Your grant application and projects illustrate your desire to beautify your community through sustainable tasks that encourage civic pride. It is our pleasure to recognize these efforts and together we will work with the Entity Name to ensure that your projects are successful.

Please confirm your interest in participating via e-mail to Chantal Sandoval, Clean and Beautiful Program Manager at chantal.sandoval@td.nm.us **NO LATER THAN Monday, July 7, 2025**, so that we may proceed with the grant agreement and next steps.

Best,

Novela Salazar
General Counsel
New Mexico Tourism Department

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: E.7

MEETING DATE: July 23, 2025

SUBJECT: Discussion/Action - FY26 Water Project Fund (WTB) Application Cycle Notice of Intent
DEPARTMENT: Community Development
DATE SUBMITTED: July 18, 2025
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

The FY26 application cycle for the Water Project Fund began on July 14 with the opening of the Notice of Intent (NOI) period. NOIs are due by July 31, and Phase I applications will be due by September 11. The attached timeline provides additional information. Planning documents are required for most project applications.

New this year: Wastewater projects are now included as an eligible project type.

Summary of the eligible project types:

Flood prevention, Water conservation or recycling, treatment, or water reuse, Water storage, conveyance, or delivery, Wastewater collection, conveyance, and treatment projects, Watershed restoration and management, and Endangered Species Act collaborative projects

The estimated program funding is $162.1 million, with a maximum request amount of $24.3 million

Recommendation:

Approve City Management to prepare the Notice of Intent to apply for funding for Wastewater Treatment Plant Improvements –Staff will come back to Commission with a Resolution to support a project application which will define the scope of work and requested funds in August. The City may be eligible for funding with NMFA WTB for a 90% Grant/10% Loan/10% Cash Match

Attachments:

- 2026 Water Trust Board Notice of Intent
- 2026 Water Trust Board Application Timeline
- WTB Project Management Policies available upon request – 47 page document

-

Fiscal Impact (Finance): **TBD**
Click here to enter text.

Legal Review (City Attorney): Choose an item.
Click here to enter text.

Approved For Submittal By: ☐ Department Director

Reviewed by: ☐ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐Other: -
File Name: CC Agendas 7-23-25

NOTICE OF INTENT TO APPLY FOR 2026 WATER TRUST BOARD FUNDING

This Notice of Intent ("NOI") serves as i) notification of the Applicant's desire to apply for Water Trust Board ("WTB") funding for the 2026 cycle, and ii) the initial step of the enrollment process to access the New Mexico Finance Authority's ("NMFA") online application and account system, EnABLE™ ("EnABLE") for WTB funding. WTB funding applications may only be submitted via EnABLE.

Enrollment involves completing this NOI to identify the individual who will be the Primary Contact for submitting the application.

Through this NOI, the applicant may also request access for a Secondary Contact and up to two Designated Consultants who may assist in the application and upload documentation. Access for additional contacts or consultants as well as the submission of the completed NOI must be sent through WTBAdmin@nmfa.net.

Upon receipt of a properly completed NOI, the NMFA will send, by email, confirmation of our acceptance of your enrollment, and, if applicable, our acceptance of the enrollment of any additional contacts or consultant to use EnABLE, along with an assigned Username and temporary Password. To access EnABLE, a user will be asked to submit a correct Username and Password, as well as acknowledge certain terms of use.

I. APPLICANT INFORMATION:

Applicant Name:		
Applicant Mailing Address:		
Applicant Street Address:		
City:		**State:**
County:		**Zip:**
Email:		**Phone:**

APPLICANT LEGAL ENTITY TYPE (Check One):	
	Authority (specify):
	Municipal or County Government
	Mutual Domestic/Sanitary Projects Act Entity
	Special District (specify):
	Tribe or Pueblo
	Other (specify):

APPLICANT PRIMARY CONTACT (Authorized to Submit Application and Request Access for EnABLE users)		
Name:	**Title:**	
Mailing Address:		
City:	**State:**	**Zip:**
Email:	**Phone:**	

APPLICANT SECONDARY CONTACT (Authorized to Access EnABLE Application System)		
Name:	**Title:**	
Mailing Address:		
City:	**State:**	**Zip:**
***Email:**	**Phone:**	

****email must not duplicate primary***

Consultant Authorized to Access EnABLE Application System		
Name:	**Title:**	
Firm:		
Mailing Address:		
City:	**State:**	**Zip:**
Email:	**Phone:**	

Consultant Authorized to Access EnABLE Application System		
Name:	**Title:**	
Firm:		
Mailing Address:		
City:	**State:**	**Zip:**
Email:	**Phone:**	

II. PROJECT INFORMATION

Project Name:

Amount Requested: $_____

Note: Per WTB policy, Applicants may not receive more than 15% of the available funds in any year. The available funding for the 2026 cycle is estimated to be $162.1 million ($24.3 million 15% CAP); requests exceeding the 15% will need to be revised at time of application submittal.

Project Type – ***Check One That Applies***

- ☐ Water Storage, Conveyance and Delivery
- ☐ Watershed Restoration and Management
- ☐ Wastewater Collection, Conveyance and Treatment
- ☐ Endangered Species Act Collaborative
- ☐ Flood Prevention
- ☐ Water Conservation or Treatment, Recycling or Reuse

III. PROJECT DESCRIPTION

Please provide the Project Location, the Scope of Work to be completed with the requested funding, the Phase or phases to be funded, and a brief description of the Project Goal.

Project Location:

Scope of work: ☐ Planning ☐ Design ☐ Construction (Check all that apply)

Phase or Phases to be Funded:

Project Goal (*35 words or less*):

IV. DECLARATION OF PROJECT URGENCY

Section 1.3 of the Water Trust Board Project Management Policies provides additional consideration to projects that are deemed Urgent. Does your project meet any of the following definitions of Urgent (check all that are applicable) and **attach evidence of the determination from a Cabinet Secretary or designee.**		
Public Health Threats: Projects that address existing and imminent public health threats resulting from waterborne disease outbreak and inadequate water supply.	☐ **Yes**	☐ **No**
Safe Drinking Water Act Compliance: Projects that address existing and imminent threats resulting from acute and chronic risk contaminants. System must demonstrate that it has received three violations in the past year.	☐ **Yes**	☐ **No**
Clean Water Act Compliance: Projects that address existing and imminent public health threats from acute and chronic risk contaminants.	☐ **Yes**	☐ **No**
Wildfire Public Safety: Watershed projects that modify or break up fuels in such a way as to lessen catastrophic fire and its threat to public safety and damage to property?	☐ **Yes**	☐ **No**
Dam Safety: Projects that correct safety deficiencies identified by the Office of the State Engineer and restore dams to a satisfactory condition.	☐ **Yes**	☐ **No**
Other: Does your project address other conditions declared an emergency by the Governor of New Mexico or by a Cabinet Secretary of a state agency? If yes, briefly describe the emergency conditions:	☐ **Yes**	☐ **No**

V. REGULATORY COMPLIANCE CHECKLIST

Section 3.2E of the Water Trust Board Project Management Policies requires applicants to begin working directly with regulatory agencies that will certify compliance with all relevant regulations as part of the Readiness Application. Check all that are applicable for the proposed project.	
Water Rights (OSE): Verification of sufficient water rights as required for proposed project.	
Safe Drinking Water Act Compliance (NMED-DWB): Full compliance with Safe Drinking Water Act and all relevant New Mexico Environment Department regulatory requirements. *Please indicate if the project will cure the compliance issue.*	
Clean Water Act Compliance: Full compliance with Clean Water Act and all relevant New Mexico Environment Department regulatory requirements. *Please indicate if the project will cure the compliance issue.*	

Dam Safety (OSE): Any project that involves designing or construction a new impoundment, dam or reservoir; or repairing an existing dam or reservoir must submit the design to OSE Dam Safety Bureau to assess whether additional permitting is required prior to obtaining public funding.	
Water conservation plan/drought management plan (OSE): Any entity that supplies, distributes or otherwise provides at least five hundred acre-feet or water annually for domestic commercial, industrial or government customers for other than agricultural purposes may develop, adopt and submit to the state engineer, a comprehensive water conservation plan, including a drought management plan.	

VI. APPLICATION RESOLUTION ADOPTION DATE:_____

PLEASE PROVIDE THE DATE of Governing Board's Adoption or Expected Adoption of Resolution Authorizing the Submission of an application to the Water Trust Board. ***Please note that the resolution is due with the application on September 11, 2025.*** Applicants who need additional time to work through their governing body approval process may submit a draft resolution with the application and receive an extension to submit the final resolution by October 17, 2025.

VII. ACKNOWLEDGEMENT: I have reviewed a copy of the **Water Trust Board Project Management Policies Revised and Restated as of June 25, 2025.**

I CERTIFY THAT:

- I have the authority to designate a Primary Contact who will be authorized to submit an application via EnABLE;
- I have the authority to designate local users to access EnABLE;
- I have the authority to designate identified consultants to access EnABLE; and
- To the best of my knowledge, all information contained in this NOI is valid and accurate.

Signature: _____
Highest Elected Official/Board Officer

Print Title: _____

Print Name: _____

Date: _____

Water Trust Board
2026 Water Project Fund Application Cycle Timeline

Date*	Activity	Task
2025		
June 10	WTB 2025 Awardee Training	Afternoon Training
June 25	Water Trust Board Meeting 10:00 a.m. *(Virtual)*	• WTB Policy Recommendations • 2026 Application Timeline
July 14 – 31	Notice of Intent Period	Applicant Notice of Intent to Apply due to WTBAdmin@NMFA.net
July 31	2025 WTB Compliance Deadline	Deadline to meet regulatory compliance for the 2025 2nd iteration funding consideration
August 5	2026 WTB Application Training *(Virtual)*	Afternoon Training
August 11 – September 11	**2026 WTB Project Application OPENS**	**Online Project Application Opens August 11, 2025**
August 27	**Water Trust Board Meeting 10:00 am NMFA Conference Room**	• Board Business • 2025 WTB 2nd iteration determination
September 11	**2026 WTB Project Application CLOSES**	• **Online Project Application Closes September 11, 2025** • **DEADLINE** for preliminary spend-down, and/or submittal of waiver request (planning docs; preliminary spend-down)
September 17 – October 17	Application Evaluations	Technical Evaluation of Applications Regulatory Compliance Review/Notifications
September 30	2025 Funding Cycle – RTP Deadline	Deadline to submit RTP items for securing funding in 2025 cycle.
October 1-2	**Water Trust Board Meeting 10:00 am NMFA Conference Room**	• Consideration of Waiver Requests • Project Presentations
October 29	**Water Trust Board Meeting 10:00 am NMFA Conference Room**	• Approval of projects recommended for Legislative Authorization. *(Notice to applicants of Readiness Application)*
December 8	WTB Readiness App. Training *(Virtual)*	• Afternoon Training
Dec. 10, 2025 -Jan. 22, 2026	**Readiness Application Opens**	**Online Readiness Application Opens December 10, 2025**
2026		
2026 Legislative Session (January 20 – February 20, 2026)		
January 5	2025 Funding Cycle – 2nd iteration RTP Deadline	Deadline to submit RTP items for securing funding in 2025 2nd iteration cycle
January 22	Readiness Application CLOSES: Project Spend Down	• **Online Readiness Application CLOSES January 22, 2026** • **Deadline** for project drawdown and/or submission of project continuation waiver

Date*	Activity	Task
February 3-26	WTB Compliance Review	• **Regulatory compliance review**
February 27	WTB non-compliance notification	• Notification of regulatory compliance
March 20	Regulatory Compliance Deadline	**Deadline** to meet regulatory compliance requirements, or to submit requests for waiver of regulatory compliance
April 2	**Water Trust Board Meeting 10:00 am NMFA Conference Room**	• Board Business • Waiver Requests Consideration
April 21	**Water Trust Board Meeting 10:00 am NMFA Conference Room**	• Final funding recommendations to NMFA Board of Directors • SBOF Certification
April 27	*NMFA WTB Credit Committee Meeting*	• NMFA staff review • Write-up completion • Analysis completion
May 21	*NMFA Board Meeting*	*Final Approval of WTB Awards Financial Packages*
May 29	Award/Readiness to Proceed	Send award letters outlining Readiness to Proceed items required to secure funding.
June 3	WTB 2026 Awardee Training	TBD
RTP Deadline September 30, 2026		

Please Note: Dates are subject to change.

WATER TRUST BOARD
WATER PROJECT FUND
PROJECT MANAGEMENT POLICIES

I. WATER TRUST BOARD POLICIES

PURPOSE

The statutory purpose of the Water Trust Board ("WTB" or the "Board") is to provide for water use efficiency, resource conservation and protection, and the fair distribution and allocation of New Mexico's scarce water resources for beneficial purposes of use within the state.

The statutory charge of the Board is to recommend qualifying water projects to the Legislature for financing by the New Mexico Finance Authority ("NMFA") from the Water Project Fund (the "Fund"). The Board was created with broad representation of water interests in New Mexico. Recommendations for funding come from a consensus among this broad stakeholder group on how best to address New Mexico's water needs into the future and how best to allocate precious resources.

The Board plays an important role in ensuring that the state's populace, wildlife, and economies are supported by safe and adequate water resources through the development of appropriate infrastructure for flood prevention, water delivery, water conservation, wastewater, and watershed management as well as for providing funds critical to restoring the habitats of endangered species.

Working in concert with the Fund Rules, these Project Management Policies ("Policies") set forth the criteria by which the Board will prioritize water projects for financial assistance from the Fund. Section II contains policies that apply to all funding categories. Sections III-VII provide additional specific policies for each funding category.

GOALS

The goals of these Policies are to:

- Devise and implement a systematic, integrated approach to selecting projects that are fiscally sustainable and natural resource responsible;
- Foster a coordinated, strategic, long-range approach to water management;
- Encourage participation in regional efforts to collaborate on long-term solutions with other community water systems in an appropriate geographic region;
- Promote conservation and highly efficient use of the state's limited water supplies;

- Set standards for funding based on sound business practices, conservation and efficiency;
- Support the public health and economic vitality of New Mexico through comprehensive planning and investment in infrastructure;
- Create water delivery systems that are hydrologically and fiscally sustainable and meet state and federal statutory and regulatory requirements;
- Protect New Mexico's investment in water by requiring accountability and stability, thereby decreasing the future demand for state funding; and
- Promote restoration and management of watersheds, including water quality improvements, riparian ecosystem restoration, Endangered Species Act protection and healthy forest initiatives.

In developing this comprehensive framework for project prioritization and readiness, the Board provides guidance to agency staff and applicants regarding suitability for financial assistance from the Fund.

IMPLEMENTATION

These Policies will be implemented by the Board as supported by agency staff and may, at times, be waived by the Board if the Board determines in a public meeting that a deviation from its adopted policies is necessary. Such waiver will be reflected in the minutes of the public meeting at which the waiver is approved.

II: PROJECT APPLICATION AND MANAGEMENT FOR ALL PROJECT CATEGORIES

SECTION 1 PROJECT PRIORITIZATION

Applications will be prioritized using the information contained in the Project Application, including the required planning document. The Board may rely on the technical assistance of agency and legislative staff in helping to review the applications and make funding recommendations to the Legislature and the NMFA. Pursuant to the WTB Rules and Regulations, the Board will evaluate the applications prior to recommending projects to the Legislature.

Section 1.1 Prioritization Criteria

As directed by the Water Project Finance Act (the "Act"), the Board will give priority to projects that:

A. have been identified as being urgent to address public health and safety issues;

B. that have matching contributions from federal and local funding sources available; and

C. that have obtained all requisite state and federal permits and authorizations necessary to initiate the project.

D. In addition, the Board will give priority to projects that have regional impacts, mitigate, or alleviate human health and safety concerns, improve water quality or quantity and meet other goals of the Board, as appropriate to each project type and as identified in Sections III – VII of these Policies. Overall, each application will be prioritized using the following weighted criteria:

1. Local Contribution	15%
2. Readiness	10%
3. Regionalization	10%
4. Health and Safety	30%
5. Planning/Design	10%
6. Other (as described in Sections III-VII)	25%

Section 1.2 Regionalization of Water Resources

The Board identifies, prioritizes, and recommends funding for water-related infrastructure projects that protect New Mexico's water resources for New Mexico uses.

A. The Board defines regionalization as a process through which multiple communities or existing water systems collaborate to consolidate physical infrastructure and/or management and operations, including other shared resources to achieve efficiency and economies of scale.

1. This definition includes regionalization that occurs at different scales depending on the geographic context.

2. The Board recognizes that regionalization is not universally feasible for eligible water projects and therefore does not preclude consideration of funding water systems unable to regionalize.

B. The Board encourages regional projects to collaborate in order to self-prioritize the timing sequence of their federal and state funding requests and support state and federal authorizing legislation for multi-phase projects.

Section 1.3 Definitions of Urgent Project

The Board may provide greater policy consideration to projects determined to be Urgent. To qualify as Urgent, a state agency head, or authorized designee, must first determine that the project meets at least one of the following criteria:

1. Public Health Threats including waterborne disease outbreak and inadequate water supply so long as the proposed project addresses the existing or imminent threats;

2. Safe Drinking Water Act Compliance, including acute and chronic risk contaminants, that result in three violations in the past year so long as the project addresses the existing or imminent threats;

3. Clean Water Act Compliance, including ground water protection and surface water quality improvements

4. Wildfire Public Safety projects including watershed projects that modify or break up fuels in such a way as to lessen catastrophic fire and its threat to public safety, and damage to property;

5. Dam Safety projects that correct safety deficiencies identified by the Office of the State Engineer and restore the facilities to a satisfactory condition; or

6. Other projects needed to address conditions declared an emergency by the Governor of New Mexico.

Section 1.4 Threatened and Endangered Species Act Sensitivity and Conservation
The Board supports implementation of river riparian and watershed restoration projects that aid in the recovery of listed species, satisfy water demands for the species, or reduce the likelihood of additional listings. Furthermore, the Board supports projects that will not have an adverse impact on the state's ecological resources.

SECTION 2 PROJECT AWARD RECOMMENDATIONS

The Board seeks to strategically prioritize and package water projects that make the best use of state dollars and ensures it meets its statutory charge to "provide for water use efficiency, resource conservation and protection and fair distribution and allocation of New Mexico's scarce water resources for beneficial purposes within the state." It is the goal of the Board to quickly implement project funding while ensuring that selected projects get completed and can be fully utilized by the benefiting communities.

Section 2.1 Recommendation to the Legislature
In addition to the prioritization criteria outlined in Section 1.1, the Board will consider applicants' ability to timely expend prior awards in determining which water projects to recommend as qualifying water projects for appropriation by the state Legislature. Specifically, the Board will require that applicants meet the following preliminary expenditure targets by the submission date of the Project Application in order to be eligible for recommendation to the Legislature:

A. Applicants requesting funds for a state-sponsored regional infrastructure project must expend at least 35% of prior awards that have not yet been certified as complete. Funds awarded in the most recent application cycle are excluded from this expenditure calculation. A state-sponsored regional infrastructure project is one that benefits more than one city and more than one county and that is proven to have a federal cost share as contracted by federal authorization (congressional action).

B. Regional water association applicants requesting funds must expend at least 60% of prior awards that have not yet been certified as complete. Funds awarded in the most recent application cycle are excluded from this expenditure calculation. Regional water association applicants include umbrella associations that formally combine previously separate mutual domestic water systems and regional water authorities;

C. All other applicants must expend at least 70% of prior awards that have not yet been certified as complete. Funds awarded in the most recent application cycle are excluded from this expenditure calculation;

D. Applications that will cure a condition considered Urgent pursuant to Section 1.3 may be excepted from these limitations.

Section 2.2 Project Selection

The Board will use the following procedures in forming its recommendations for funding to the NMFA.

A. To the greatest extent possible, the Board will fund scopes of projects that represent functional stand-alone phases of projects that can be accomplished within 12-18 months from time of award.

B. The Board may consider awarding 100% grant to "design only" projects with the following conditions:
   i. The project serves or will serve fewer than 500 connections;
   ii. Scope is limited to design only- "design" is defined as necessary technical work required to prepare a complete and final set of plans and specifications ready to be bid;
   iii. Costs for the design must be substantiated with the coordinating planning document(s);
   iv. Grants for design may not exceed $500,000.

C. Projects will be funded in the order in which they are prioritized unless they are by-passed because they are not ready to proceed or because the applicant is not compliant with all relevant, laws, regulations, policies, or executive orders.

D. The Board may rely on a Project Management Team, comprised of agency and legislative staffs, for technical advice and to help to review the applications and make funding recommendations to the Legislature and the NMFA.

Section 2.3 Targeted Annual Funding Percentages by Project Types

The Board promotes water conservation and equitable distribution and allocation of New Mexico's scarce water resources by providing support for the state's diverse communities and ecosystems through targeted percentages that reflect geographic differences, balance between rural and urban uses of water and wastewater, and different scales of projects. Suggested categories for dedicated annual percentages are as follows:

Project Type	Suggested Range

Storage, conveyance or delivery of water to end users ("Water Storage")	50% - 75%
Water conservation or recycling, treatment, or reuse of water ("Water Conservation")	15% - 30%
Wastewater collection, conveyance and treatment ("Wastewater")	15% - 30%
Restoration and management of watersheds ("Watershed Management")	Up to 5%
Implementation of federal Endangered Species Act of 1973 collaborative programs	Up to 5%
Flood prevention ("Flood Prevention")	Up to 10%

Section 2.4 Geographic Dispersion of Funds
Applicants, applying for one or more projects in a given application cycle, may not receive more than 15% of the available funds in any year, unless the project is determined to be Urgent pursuant to Section 1.3 of these Policies.

Section 2.5 Project Continuations
To encourage timely completion of projects and to maximize participation, the Board requires applicants to expend a minimum of previously awarded funds prior to being considered for new funding awards, subject to the limitations below:

A. Applicants requesting funds for a state-sponsored regional infrastructure project must expend at least 50% of prior awards that have not yet been certified as complete. Funds awarded in the most recent application cycle are excluded from this expenditure calculation. A state-sponsored regional infrastructure project is one that benefits more than one city and more than one county and that is proven to have a federal cost share as contracted by federal authorization (congressional action).

B. Regional water association applicants requesting funds must expend at least 80% of prior awards that have not yet been certified as complete. Funds awarded in the most recent application cycle are excluded from this expenditure calculation. Regional water association applicants include umbrella associations that formally combine previously separate mutual domestic water systems and regional water authorities;

C. All other applicants must expend at least 95% of prior awards that have not yet been certified as complete. Funds awarded in the most recent application cycle are excluded from this expenditure calculation;

D. Applications that will cure a condition considered Urgent may be excepted from these limitations; and

E. As otherwise determined by the Board.

Section 2.6 Tribal Consideration
The Board respects New Mexico's Indian Nations, Tribes and Pueblos and their traditional, cultural, and religious values and uses of water.

A. The Board may include for funding consideration and prioritization, water related infrastructure and management projects submitted by New Mexico's Indian Nations, Tribes and Pueblos.

B. In concert with Executive Order EO-05-004 (Adoption of Pilot Tribal Consultation Plans), the Board will collaborate with the Governments of Indian Nations, Tribes, and Pueblos in funding water projects.

C. Applications from Indian Nations, Tribes and Pueblos will be prioritized utilizing the same criteria as all other WTB applications and may allow for a "hard" match for any required loan component.

SECTION 3 APPLICATION PROCEDURES AND REQUIREMENTS

This Policy provides guidance to the Board and its applicants on the information required to reach a determination regarding completeness of application and project readiness.

Section 3.1 Application Procedures

The Board accepts applications utilizing an electronic application system that is comprised of two phases: a Project Application that is evaluated by the Project Management Team and used by the Board for its recommendation to the Legislature and a Readiness Application which evidences an Applicant's compliance with relevant regulations and its readiness to proceed with the proposed project which is determined on a pass/fail basis.

Section 3.2 Minimum Application Requirements for the Project Application

The Board requires applicants to submit evidence that their proposed projects and applications for financial assistance received adequate public participation and complete disclosure, including:

A. Planning Document

1. All applicants will be required to submit a planning document for the proposed project that has been completed by an engineer or other qualified expert and accepted by the appropriate regulatory or funding agency unless funding is sought solely for this purpose.

2. The planning document must meet the terms of planning defined in the relevant Project Category sections of these Policies, which includes, as appropriate:

    a. Estimated construction, engineering, and equipment costs;

    b. Detailed schedule of expected milestones and expenditures, including operating and maintenance costs for the project;

    c. Extent of people, service area, watershed or ecosystem benefited;

    d. List of all permits and licenses necessary to complete the project; and

e. Life cycle cost of the project.

3. The cost of the report or study may be counted towards the local match described in Section 4.2 for one water project fund award if evidence of the third-party costs is substantiated.

B. Reliable Project Costs
Breakdown of all other expenses for the project, including, as appropriate:

1. Land costs;

2. Easements and rights of way;

3. Environmental and archeological surveys;

4. Special engineering services;

5. Legal fees;

6. Project management fees.

C. Other Application Elements

1. Description and analysis of overall degree of project benefit;

2. Description of how the project area or alternative was selected and how planning incorporated experiences from similar projects or phases of projects.

3. Description of how project addresses potential human health and safety issues.

D. An application not meeting these thresholds may be directed to other sources of technical assistance, funded for a smaller planning project that helps the entity develop its planning for future applications, or directed to another funding source.

E. Regulatory Compliance – regulatory agencies will certify applicants' compliance with all relevant regulations; applicants not meeting regulatory compliance will be allowed to work directly with regulatory agencies to meet compliance by the Readiness application due date.

Section 3.3 Minimum Application Requirements for Readiness Application
The Board must ensure that recipients of WTB funds have adequate governance structures in place prior to undertaking projects. The Board will require its applicants to demonstrate that they have in place as part of a complete Readiness Application:

A. Fully functioning governing body capable of managing, directing, and overseeing the proposed project and ensuring that the applicant and its projects meet all applicable state laws and regulations, including as applicable:

   1. Up-to-date articles, by-laws and other governance documents that have been filed with appropriate regulatory agencies;

   2. Evidence of adequate legal representation;

   3. Regular board meetings of the governing body that are held in compliance with the Open Meetings Act and other law or policy applicable to the governing body.

B. Status of all applicable permits and licenses necessary to complete the project, including rights of way, easements, and landowner /agency agreements.

C. Three most recent years of audits or other financial statements compliant with the State Audit Rule; exceptions will be made for newly formed entities.

D. Evidence that the applicant's budget has been submitted and approved pursuant to statutory requirements.

E. Description and evidence of Other Secured Funding Sources

   1. Local or federal matching funds including any private donations; and

   2. Award of other Grant or Special Legislative Appropriation

F. Evidence of existing debt

   1. Debt Documents, including Loan agreements;

   2. Debt Default Summary; and

   3. Evidence that WTB loans will not trigger any default covenants in other loans.

   4. Applicants providing an additional match in lieu of a loan are not required to submit debt documentation.

G. Certification of Design completion (construction only projects); for projects seeking construction only funds, the entity's consulting engineer must certify the date of design completion.

H. Updated construction cost estimates provided by engineer.

I. Pending Litigation Summary

SECTION 4 FINANCIAL RESPONSIBILITY OF APPLICANT

Section 4.1 Board Standards for Financial Capability

Pursuant to the Act, loans or grants may be made only to qualifying entities that meet the requirements of financial capability set by the Board to ensure sufficient revenues to operate and maintain a water project for its useful life and to repay the loan.

A. An applicant must be in good standing with NMFA on its grants or loans to be deemed financially capable to receive WTB financial assistance.

B. In addition to the local contribution funding match requirements outlined in section 4.2 of these Policies, WTB financial assistance for projects supported by rate paying constituencies may contain a loan component with a minimum of 10% and a maximum of 40%, of the total amount of financial assistance, in increments of 10%, based upon historic capacity of the applicant's system revenues as determined by the NMFA, with the remainder delivered as a grant.

C. The NMFA will analyze historic and/or projected financial information, to determine financial capacity to repay a loan. NMFA's analysis to determine cash-flow available for debt will include a calculation of net operating revenues (e.g. total system operating revenues less operating expenses) less actual contributions to reserves established pursuant to an Asset Management Plan. Applicants that demonstrate historic capacity to undertake debt will be recommended for the loan portion that provides debt service coverage of at least 1.3x, taking into consideration all existing and proposed debt.

D. The NMFA may waive loan requirements for water projects when:

   i. the applicant serves fewer than 500 connections and has previously secured WTB funding for the same project; or

   ii. the project is to consolidate with another system.

   iii. For Wastewater construction projects – verification that funding is to be combined with secured federal funds to complete the project.

   iv. To qualify for the loan waiver, the Applicant must have implemented an asset management plan for the current and future maintenance, replacements, and repair of the system.

E. Systems backed by rate-paying constituents unable to demonstrate 1.3x debt service coverage will be assigned the minimum 10% loan component. The NMFA will not execute a loan agreement until the applicant demonstrates that it meets or has a plan to meet the 1.0x debt service coverage requirement including, if necessary, the raising of rates needed to balance its budget.

F. The NMFA may charge an annual administrative fee of one-quarter of one percent calculated on the amount of the outstanding principal balance. The NMFA may not impose an interest rate greater than 0% without the Board's consent.

G. The loan shall be structured as a construction loan whereby the borrower pays interest and administrative fee only on the amounts drawn for a period determined by the NMFA, but typically two years, after which the loan converts to a permanent loan and an amortization schedule is set.

H. The NMFA may secure the WTB loan with a subordinate interest of the borrower's pledged revenues. The borrower will be required to maintain a debt service coverage of at least 1.0x during the life of the loan.

I. The NMFA may offer loan repayment terms of up to 20 years for infrastructure projects and 10 years for non-infrastructure projects, dependent on the useful life of the project.

J. The NMFA may allow an additional match in lieu of the loan component for water projects implemented by tribal applicants, state agencies and departments and for projects not supported by rate-paying constituents.

K. The NMFA may forgive an annual loan payment if budgeted funds are needed to pay for unforeseen events or emergencies. The NMFA may consult the Department of Finance and Administration in determining whether to grant an annual loan payment forgiveness.

L. The NMFA may forgive loan repayments in their entirety upon the completion of regionalization projects that result in a physical connection between systems and the provision of water to a regionalized community or communities.

Section 4.2 Funding Match Obligation

Local support and contribution are vital to the success of any water or wastewater project. In addition to any required loan component the Board may establish from time to time, the Board requires applicants to demonstrate project commitment in the form of minimum local matches based upon project type and size.

A. The Board will consider the type and scale of a project as well the applicant's Median Household Income (MHI) relative to that MHI of the State as outlined below in determining the appropriate local match that an applicant must evidence as part of its application to the WTB. Category I below shows the local match requirement of an applicant with an MHI equal to or greater than the State MHI. Category II below shows the local match requirement of an applicant with an MHI equal to or greater than 75% of the State MHI, but less than the State's MHI. Category III shows the local match requirement of an applicant with an MHI less than 75% of the State's MHI.

	Scale of Request	**Match Required (Based Upon MHI)**		
Project Type	(in thousands)	**Category I**	**Category II**	**Category III**
Water Storage	$2,500 or larger	20%	15%	10%

Water Storage	$1,000 to $2,499	15%	10%	5%
Water Storage	Less than $1,000	10%	5%	0%
Water Conservation	$1,500 or larger	20%	15%	10%
Water Conservation	$750 to $1,499	15%	10%	5%
Water Conservation	Less than $750	10%	5%	0%
Wastewater	$1,500 or larger	20%	15%	10%
Wastewater	$750 to $1,499	15%	10%	5%
Wastewater	Less than $750	10%	5%	0%
Watershed Management	$500 or larger	15%	10%	5%
Watershed Management	Less than $500	10%	5%	0%
Endangered Species Act	$500 or larger	15%	10%	5%
Endangered Species Act	Less than $500	10%	5%	0%
Flood Prevention	$500 or larger	15%	10%	5%
Flood Prevention	Less than $500	10%	5%	0%

B. Definition of local match:

1. The Board recognizes a "hard" match of actual dollars expended on the project other than Board funds for the specified scope of work. The "hard" match may be provided in the following forms:

   a. Non-WTB loans;

   b. Federal funds;

   c. Local cash contributions;

   d. The cost of a preliminary engineering report, engineering study or feasibility report, and design completed by a third-party contractor and accepted by the New Mexico Environment Department or other appropriate regulatory agency within the last five years, which directly supports a WTB application, provided that the report, study, or design was not funded by the WTB or State Appropriation Project grants;

   e. Private donations, or

   f. An appraised value of land that was not purchased using WTB or State Appropriation Project grants, provided that:

      i. Review and concurrence on the land appraisal is verified by the Department of Taxation and Revenue; and

ii. The applicant certifies that the land is necessary for project development.

2. The Board may allow projects supported by rate-paying constituents to borrow additional funds in lieu of a local match on the terms described in Section 4.1 of these Policies.

3. The Board may waive the match requirement for water systems when:

   i. The applicant serves fewer than 250 connections and has previously secured WTB funding for the proposed project as defined by planning document; or

   ii. System upgrade is to consolidate with another system; or

   iii. System upgrade/expansion is to incorporate previously unserved customers (not for future development); and

   iv. Applicant has implemented an asset management plan for the current and future maintenance, replacement and repair of the system.

Section 4.3 Eligibility of Project Costs

In addition to the direct project costs, the Water Trust Board allows eligible entities to fund other project costs as described below.

A. Legal Fees. The Board recognizes that adequate legal representation is an important component of managerial capacity and sets the following guidelines for funding from the WTB Financial Assistance under the following guidance:

   1. The Board defines legal fees as those services rendered by legal counsel on behalf of the entity for the transaction of the project and not for adjudication services; and

   2. No more than 10% of the WTB financial assistance may be used for legal services.

B. Project Manager Fees: Pursuant to the Act, the Board allows eligible entities to hire experienced professionals to assist in the implementation of the project. For purposes of the WTB funding, eligible project management activities include services related to the planning, implementation and technical oversight of the project not included in construction oversight or other engineering fees and does not include any costs associated with the preparation of applications or other administrative activities related to the eligible entity. Reimbursement of project manager fees will be considered under the following conditions:

   1. That project manager fees comprise no more than 10% of the WTB financial assistance; and

2. That appropriate documentation of hours spent on project management must be submitted with funding requisitions.

SECTION 5 PROJECT OVERSIGHT AND COMPLIANCE

The Board has an obligation to ensure the funds with which it has been entrusted are spent efficiently, effectively, and appropriately. For those entities that receive WTB awards, this privilege also comes with a significant level of responsibility. In order to ensure that both the Board and the funding recipients meet this responsibility, the Board requires funding recipients to attest to their compliance with, and the accuracy of, project reporting, which includes regular review of the project status with respect to budget, schedule and milestones, contracts, and technical matters. The Board will implement a comprehensive oversight program to ensure that recipient entities comply with best practices for project implementation and completion. The Board may utilize the technical expertise of appropriate agencies that may include, but are not limited to, the New Mexico Environment Department, Department of Agriculture, Office of the State Engineer and Energy, Minerals and Natural Resources Department.

Section 5.1 Quantifying Support Data for Project Reports

The Board requires Fund recipients to submit quarterly project reports to the Board for review by staff to determine if the project is proceeding as expected. The reports should include:

A. A description of the status of the Project, including a financial comparison of actual and anticipated costs and a comparison of the percent of project funds expended versus percent of project schedule time elapsed;

B. A description of completion of Project tasks; and

C. A timeline of projected milestones.

III. WATER STORAGE, CONVEYANCE AND DELIVERY PROJECT POLICIES

A. PROJECT ELIGIBILITY

1. Description of Eligible Projects

System wide improvements, including new and rehabilitated pipeline and distribution, wells, pump stations, tanks (including SCADA), and storage reservoirs and dams undertaken by water systems and acequias.

2. Description of Ineligible Projects

a. Dry Dams: Applicants seeking funding for construction or reconstruction of a dam for the purpose of flood control should apply under the Flood Prevention project category.

b. Water Meter projects should apply under the Water Conservation project category.

B. PRIORITIZATION CRITERIA

Applications for Water Storage, Conveyance and Delivery Projects shall be prioritized using the ranking criteria set out in Section II (1.1a) of these Policies using the following definitions.

1. Local contribution	15
a. Contributes hard match more than minimum required by greater than 300%	13-15
b Exceeds minimum required match component by between 200% and 299%	10-12
c. Exceeds minimum required match component by between 100% and 199%	7-9
d. Exceeds minimum required match component by between 1% and 99%	4-6
e. Meets minimum match	3
f. Less than minimum	1-2
g. No verified match	0
2. Readiness	10
a. Project is ready to proceed (other funding secured and all permits, licenses and authorizations are in place)	7-10
b. Project has secured all other funding and has identified, but not secured, all permits, licenses, and authorizations	4-6
c. Project has not secured all other funding and has not yet identified all permits, licenses and authorizations	0-3
3. Regionalization	10

a.	Project provides "regionalization" of several smaller water systems and/or provides regional service which replaces individual well-septic systems. Applicant has collaborated with all adjacent governmental, municipal interests, sanitation districts, water associations, and/or private ownerships within five miles of current service area. Project incorporates an area >80% of the population within an area. Project proposes to "share" infrastructure or manpower, equipment, processes, etc. Project has multiple partners who have entered into a Joint Powers Agreement for the proposed project.	9-10
b.	Project like above, but with 61-80% of the population substantively incorporated into the project	7-8
c.	Project serves 41-60% of human population in the regional area of the project	5-6
d.	Project serves 21-40% of human population in the regional area of the project	3-4
e.	Project effects no substantial part of the surrounding area or <20% of regional human population	1-2
f.	Project provides direct and indirect benefits to only a few people	0
4.	Health and Safety	30
a.	Project specifically addresses identified threat(s) to human health and safety relative to water borne disease, Safe Drinking Water Act violations	25-30
b.	Project specifically and substantially addresses human health or safety benefits, especially beyond other project objectives	19-24
c.	Project specifically includes benefits for human health and safety that may range from indirect to basically addressed	13-18
d.	Project has minimal human health and safety provisions when human health and safety could be addressed	7-12
e.	Project has no aspects that promote human health and safety benefits and may even be detrimental in that regard	0-6
5.	Plan & Design	10
a.	Project design concept is substantively complete, sets forth clear methodology for project selection and design, sets forth clear objectives in an overall framework of infrastructure improvement and incorporates water saving technologies	9-10
b.	Project design concept is substantively complete, sets forth clear methodology for project selection and design, and sets forth clear objectives in an overall framework of infrastructure improvement	6-8
c.	Project is well planned, sets forth clear methodology for project selection, but design concept is not yet complete	4-5

d. Project is not adequately planned and does not include a clear methodology for project selection 0-3

6. Other: Emergency 25
   a. Project specifically addresses imminent or existing catastrophic conditions related to water quality or quantity or cures severe violations related to water quality 21-25
   b. Project specifically and substantially addresses imminent or existing catastrophic conditions, especially beyond other project objectives 16-20
   c. Project specifically includes benefits for water quality or quantity that may range from indirect to basically addressed 11-15
   d. Project has minimal human health and safety provisions where water quality or quantity could be addressed 6-10
   e. Project has no aspects that promote water quality or quantity and may even be detrimental in that regard 0-5

C. ADDITIONAL APPLICATION REQUIREMENTS

In addition to the items outlined in Section 3.2 of these Project Management Policies, Water Storage, Conveyance and Delivery Project applicants will be required to submit additional information that evidences best practices for project planning and implementation.

1. Appropriate Planning Documents

All applicants will be required to submit a project specific planning document for the proposed project that has been completed and accepted within the last five years by the appropriate regulatory agency unless funding is sought solely for this purpose. The cost of the report or study may be counted towards the local match described in Section 4.2 for one water project fund award if payment of the third-party costs with non-WTB or State Appropriation Grant dollars is substantiated.

a. Preliminary engineering reports must conform to USDA-approved formats and will be required to be submitted for all projects applying for all Water Storage, Conveyance and Delivery projects. Preliminary engineering reports older than two years must be accompanied by updated cost estimates. In no instance will PERs older than five years be accepted without concurrence from NMED.

b. Technical memoranda prepared by licensed engineer with cost estimates not older than one year may be accepted in lieu of a preliminary engineering report.

c. Projects involving the acquisition of and installation of equipment and/or those projects involving the minor/non-complex rehabilitation or replacement of infrastructure may submit a Design Analysis Report prepared by a New Mexico licensed engineer that establishes the basis of design for the scope of the work and

provides preliminary cost estimates. The report must include, at a minimum, a life cycle cost analysis, design analysis, a description of the population to be served, and a list of permits necessary to complete the project.

d. Requests from acequias for the repair, replacement or construction of new infrastructure will require an assessment performed by a licensed contractor or licensed engineer that establishes the nature and scope of the necessary work and provides preliminary cost estimates. The assessment should also indicate whether a design for construction is necessary prior to project initiation. A letter from the ISC director or the Director's designee can except the acequia from the submission of the assessment. The letter must include a project scope, preliminary cost estimates and an indication as to whether a design is required for construction of the project.

2. **Water Rights**
The Water Trust Board supports the State Engineer's "readiness to proceed" criteria that require the applicant's water rights for the proposed project are in good standing and if necessary, the water rights transfer process will provide for timely and efficient transfer of water between uses without lessening protections for the customs, culture, environment, and economic health and stability of the state's communities. The Water Trust Board will require verification of water rights from the Office of the State Engineer at the time the Readiness Application is submitted.

3. **Regulatory Compliance**
Public health is paramount in determining suitability for water system project funding. The applicant must demonstrate compliance with relevant agency regulations pertaining to the project at the time the fundable priority list is compiled. Entities not in compliance will not be placed on the fundable priority list unless the purpose of the project is to bring the entity into compliance.

As part of the Readiness Application, water system applicants must demonstrate that they are in full compliance with the Safe Drinking Water Act and all relevant New Mexico Environment Department regulatory requirements. The Water Trust Board may accept an application from an entity seeking to cure a regulatory deficiency with the proposed qualifying water project. The Water Trust Board requires verification from the New Mexico Environment Department or other appropriate agency that the proposed project will cure the deficiency.

4. **Asset Management Plans**
An asset management plan allows systems to operate, maintain, rehabilitate and replace infrastructure in the most cost-effective manner to ensure a sustained level of service at the lowest life cycle cost. Additionally, an effective asset management plan provides the basis for a financial plan, operational plan and an appropriate rate structure.

To ensure that the Water Trust Board's investments are protected and maintained for optimum longevity, applicants shall be required to submit, as part of the Readiness Application, asset management plans that follows the State adopted report outline and include, at a minimum, the following:

a. First year's submission requirements:

   i. A resolution from the appropriate Governing Body committing to the implementation of an Asset Management Plan that incorporates the following five core components:

      (a) What is the current state of the assets?
      (b) What is the desired level of service?
      (c) Which assets are critical to sustained performance?
      (d) What is the best life cycle cost? and
      (e) What is the long-term funding strategy?

   ii. Identification of an internal team that will be assembled to develop and implement the Asset Management Plan;

   iii. The Water Trust Board recommends applicants provide results of the initial Asset Management IQ test contained in the EFC manual;

   iv. Provide a schedule of the sequence of events proposed to implement the Asset Management Plan with a timeline, such as a Gantt chart.

b. As part of the second- and third-year's submission, applicants will be required to submit a recent *A.M. Kan Work IQ test* and provide an update on progress made towards the completion of the Asset Management Plan, including any third-party deliverables, if applicable. Indicate where third party support is needed, why it is needed, how it will be funded and how it will be incorporated in the internal implementation of Asset Management.

c. As part of the fourth year's submission, and for every year thereafter, applicants will be required to have fully implemented an Asset Management Plan that is reviewed annually with the following elements, as applicable:

   i. Required metering of all diversions and users, as applicable;

   ii. Asset inventory, noting current condition, mapped locations, anticipated useful life and value;

   iii. Defined level of service required to meet state and federal regulations, customer demands, and long-term goals, as applicable;

iv. Risk analysis of asset performance based on likelihood of failure and level of consequence, as applicable;

v. Operations and maintenance strategic plan and a Capital Improvement Plan that addresses all costs for managing the asset, project or system over time; and

vi. Funding strategy for inclusion in Financial Plan.

D. CLOSING REQUIREMENTS

1. Documentation that all applicable permits and licenses, including water rights, have been secured.

2. Right of Way Acquisition Documentation, including

   a. Map of Service Area, Area Map and/or Site Map denoting easements; and

   b. Public Domain Documentation; or

   c. Verification of Land Ownership; or

   d. Landowner agreements or easements indicating a term of not less than 20 years.

3. Plans and Specifications approved by the New Mexico Environment Department, if applicable

4. Evidence of Financial Capacity to Undertake Water Trust Board debt

   a. Current Fiscal Year Budget

   b. Verification of Other Funding Sources

      i. Local or federal matching funds including any private donations; and

      ii. Award of other Grant or Special Legislative Appropriation

E. OVERSIGHT AND COMPLIANCE

1. Project reports shall be submitted quarterly from execution of the funding agreement through project completion.

2. Technical Oversight on Storage Dams will be conducted by the New Mexico Environment Department, or the Office of the State Engineer and the review of funding requisitions may be done by the Environment Department.

3. Technical Oversight on all other projects may be conducted by the New Mexico Environment Department, including review of funding requisitions.

IV. WATER CONSERVATION OR TREATMENT, RECYCLING AND REUSE PROJECT POLICIES

A. PROJECT ELIGIBILITY

1. **Description of Eligible Projects**
   System wide improvements that include the treatment of wastewater effluent to bring it to NMED reuse standards specifically for a reuse project, water meters and conservation projects.

2. **Description of Ineligible Projects**
   a. Projects that are intended primarily to treat or process wastewater with no component for reuse as described below.
   b. Maintenance and replacement of meters with no demonstrated conservation component.

3. **Eligibility of Wastewater Projects**
   In consideration of the purpose of the Act to provide for water use efficiency and resource conservation and the inclusion by the Legislature of water conservation as a qualifying project, the following policy will be followed by the Water Trust Board:

   Applications for funding that include wastewater facilities must clearly demonstrate that water conservation is an integral part of the project to be funded with Water Project Fund money. For this policy, water conservation is defined as a post-project net decrease in water usage.

   a. The applicant must detail the water conservation goals and how the project will contribute to those goals as well as how much water will be saved for the money invested.

   b. The project must target existing facilities rather than speculate about potential future water savings and potential conservation projects. An example of the latter would be the construction of a new golf course to provide an outlet for reclaimed water where none presently exists with a net increase in water usage.

   c. Having demonstrated the conservation purpose, all elements within the wastewater treatment plant that contribute to treatment and reuse are eligible for funding.

      i. All treatment, conveyance, and storage elements of direct and indirect reuse projects are eligible for Water Project Funds.

      ii. Wastewater collection and conveyance systems are not eligible for Water Project Funds.

iii. Treated wastewater conveyance systems that contribute to water conservation are eligible for Water Projects Funds.

B. PRIORITIZATION CRITERIA

Applications for Water Conservation Projects shall be prioritized using the ranking criteria set out in Section II (1.1a) of these Project Management Policies using the following definitions.

1.	Local contribution	15
a.	Contributes hard match more than minimum required by greater than 300%	13-15
b	Exceeds minimum required match component by between 200% and 299%	10-12
c.	Exceeds minimum required match component by between 100% and 199%	7-9
d.	Exceeds minimum required match component by between 1% and 99%	4-6
e.	Meets minimum match	3
f.	Less than minimum	1-2
g.	No verified match	0
2.	Readiness	10
a.	Project is ready to proceed (other funding secured and all permits, licenses and authorizations are in place)	7-10
b.	Project has secured all other funding and has identified, but not secured, all permits, licenses, and authorizations	4-6
c.	Project has not secured all other funding and has not yet identified all permits, licenses and authorizations	0-3
3.	Regionalization	10
a.	Project provides "regionalization" of several smaller water systems and/or provides regional service which replaces individual well-septic systems. Applicant has collaborated with all adjacent governmental, municipal interests, sanitation districts, water associations, and/or private ownerships within five miles of current service area. Project incorporates an area >80% of the population within an area. Project proposes to "share" infrastructure or manpower, equipment, processes, etc. Project has multiple partners who have entered into a Joint Powers Agreement for the proposed project.	9-10
b.	Project like above, but with 61-80% of the population substantively incorporated into the project	7-8
c.	Project serves 41-60% of human population in the regional area of the project	5-6

d.	Project serves 21-40% of human population in the regional area of the project	3-4
e.	Project effects no substantial part of the surrounding area or <20% of regional human population	1-2
f.	Project provides direct and indirect benefits to only a few people	0
4.	Health and Safety	30
a.	Project specifically addresses identified threat(s) to human health and safety relative to water quantity where only a single source of water is available for drinking water	25-30
b.	Project specifically and substantially addresses human health or safety benefits, especially beyond other project objectives	19-24
c.	Project specifically includes benefits for human health and safety that may range from indirect to basically addressed	13-19
d.	Project has minimal human health and safety provisions when human health and safety could be addressed	7-12
e.	Project has no aspects that promote human health and safety benefits and may even be detrimental in that regard	0-6
5.	Plan & Design	10
a.	Project design concept is substantively complete, sets forth clear methodology for project selection and design, set forth clear objectives in an overall framework of infrastructure improvement and incorporates water saving technologies	9-10
b.	Project design concept is substantively complete, sets forth clear methodology for project selection and design, and sets forth clear objectives in an overall framework of infrastructure improvement	6-8
c.	Project is well planned, sets forth clear methodology for project selection, but design concept is not yet complete	4-5
d.	Project is not adequately planned and does not include a clear methodology for project selection	0-3
6.	Other: Emergency	25
a.	Project specifically addresses imminent or existing catastrophic conditions related to water quality or quantity or cures severe violations related to water quality	21-25
b.	Project specifically and substantially addresses imminent or existing catastrophic conditions, especially beyond other project objectives	16-20
c.	Project specifically includes benefits for water quality or quantity that may range from indirect to basically addressed	11-15

d. Project has minimal human health and safety provisions where water quality or quantity could be addressed 6-10

e. Project has no aspects that promote water quality or quantity and may even be detrimental in that regard 0-5

C. ADDITIONAL APPLICATION REQUIREMENTS

In addition to the items outlined in Section 3.2 of these Project Management Policies, Water Conservation or Treatment, Recycling or Reuse Project applicants will be required to submit additional information that evidences best practices for project planning and implementation.

1. Appropriate Planning Documents

All applicants will be required to submit a preliminary engineering report or engineering study proposed project that has been completed and accepted within the last five years by the appropriate regulatory agency, unless funding is sought solely for this purpose. The cost of the report or study may be counted towards the local match described in Section 4.2 for one water project fund award if evidence of payment of the third-party costs with non-WTB or State Appropriation Grant dollars is substantiated.

a. Preliminary engineering reports must conform to USDA-approved formats and will be required to be submitted for all projects applying for Water Conservation or Treatment, Recycling and Reuse project funding. Preliminary engineering reports older than two years must be accompanied by updated cost estimates. In no instance will PERs older than five years be accepted without concurrence from NMED.

b. Projects involving the acquisition of and installation of equipment and/or those projects involving the minor/non-complex rehabilitation or replacement of infrastructure may submit a Design Analysis Report prepared by a New Mexico licensed engineer that establishes the basis of design for the scope of the work and provides preliminary cost estimates. The report must include, at a minimum, a life cycle cost analysis, design analysis, a description of the population to be served, and a list of permits necessary to complete the project.

2. Water Rights

The Water Trust Board supports the State Engineer's "readiness to proceed" criteria that require the applicant's water rights for the proposed project are in good standing and if necessary, the water rights transfer process will provide for timely and efficient transfer of water between uses without lessening protections for the customs, culture, environment, and economic health and stability of the state's communities. The Water Trust Board will require verification of water rights from the Office of the State Engineer at the time the Readiness Application is submitted.

3. Regulatory Compliance

Public health is paramount in determining suitability for water system project funding. The applicant must demonstrate compliance with relevant agency regulations pertaining to the project at the time the fundable priority list is compiled. Entities not in compliance will not be placed on the fundable priority list, unless the purpose of the project is to bring the entity into compliance.

As part of the Readiness Application, water system applicants must certify that they are in full compliance with the Safe Drinking Water Act and all relevant New Mexico Environment Department regulatory requirements. The Water Trust Board may accept an application from an entity seeking to cure a regulatory deficiency with the proposed qualifying water project. The Water Trust Board requires verification from the New Mexico Environment Department or other appropriate agency that the proposed project will cure the deficiency.

4. Asset Management Plans

An asset management plan allows systems to operate, maintain, rehabilitate and replace infrastructure in the most cost-effective manner to ensure a sustained level of service at the lowest life cycle cost. Additionally, an effective asset management plan provides the basis for a financial plan, operational plan and an appropriate rate structure.

To ensure that the Water Trust Board's investments are protected and maintained for optimum longevity, applicants shall be required to submit as part of the Readiness Application asset management plans that follows the State adopted report outline and include, at a minimum, the following:

a. First year's submission requirements:

i. A resolution from the appropriate Governing Body committing to the implementation of an Asset Management that incorporates the following five core components of Asset Management:

(a) What is the current state of the assets?
(b) What is the desired level of service?
(c) Which assets are critical to sustained performance?
(d) What is the best life cycle cost? and
(e) What is the long-term funding strategy?

ii. Identification of an internal team that will be assembled to develop and implement the Asset Management Plan;

iii. The Water Trust Board recommends applicants provide results of the initial Asset Management IQ test contained in the EFC manual;

iv. Provide a schedule of the sequence of events proposed to implement the Asset Management Plan with a timeline, such as a Gantt chart.

b. As part of the second- and third-year's submission, applicants will be required to submit a recent *A.M. Kan Work IQ test* and provide an update on progress made towards the completion of the Asset Management Plan, including any third-party deliverables, if applicable. Indicate where third party support is needed, why it is needed, how it will be funded and how it will be incorporated in the internal implementation of Asset Management.

c. As part of the fourth year's submission, and for every year thereafter, applicants will be required to have fully implemented an Asset Management Plan that is reviewed annually with the following elements, as applicable:

   i. Required metering of all diversions and users, as applicable;

   ii. Asset inventory, noting current condition, mapped locations, anticipated useful life and value;

   iii. Defined level of service required to meet state and federal regulations, customer demands, and long-term goals, as applicable;

   iv. Risk analysis of asset performance based on likelihood of failure and level of consequence, as applicable;

   v. Operations and maintenance strategic plan and a Capital Improvement Plan that addresses all costs for managing the asset, project, or system over time; and

   vi. Funding strategy for inclusion in Financial Plan.

D. CLOSING REQUIREMENTS

1. Documentation that all applicable permits and licenses, including water rights, have been secured.

2. Right of Way Acquisition Documentation, including

   a. Map of Service Area, Area Map and/or Site Map denoting easements; and

   b. Public Domain Documentation; or

   c. Verification of Land Ownership; or

   d. Landowner agreements or easements indicating a term of not less than 20 years.

3. Plans and Specifications approved by the New Mexico Environment Department, if applicable

4. Evidence of Financial Capacity to Undertake Water Trust Board debt

    a. Current Fiscal Year Budget

    b. Verification of Other Funding Sources

        iii. Local or federal matching funds including any private donations; and

        iv. Award of other Grant or Special Legislative Appropriation

E. OVERSIGHT AND COMPLIANCE

1. Project reports shall be submitted quarterly through project completion.

2. Technical Oversight on these projects may be conducted by the New Mexico Environment Department, including review of funding requisitions.

V. WASTEWATER COLLECTION, CONVEYANCE AND TREATMENT PROJECT POLICIES

A. PROJECT ELIGIBILITY

1. **Description of Eligible Projects**
   System wide improvements, including wastewater treatment, disposal systems or wastewater discharge, collection lines, sewer mains, trunk lines, or interceptor sewers, or lift stations.

2. **Description of Ineligible Projects**
   Improvements that include the treatment of wastewater effluent specifically for reuse should apply under the Water Conservation project category

B. PRIORITIZATION CRITERIA

Applications for Wastewater Collection, Conveyance and Treatment Projects shall be prioritized using the ranking criteria set out in Section II (1.1a) of these Project Management Policies using the following definitions.

1.	Local contribution	15
a.	Contributes hard match more than minimum required by greater than 300%	13-15
b	Exceeds minimum required match component by between 200% and 299%	10-12
c.	Exceeds minimum required match component by between 100% and 199%	7-9
d.	Exceeds minimum required match component by between 1% and 99%	4-6
e.	Meets minimum match	3
f.	Less than minimum	1-2
g.	No verified match	0
2.	Readiness	10
a.	Project is ready to proceed (other funding secured and all permits, licenses and authorizations are in place)	7-10
b.	Project has secured all other funding and has identified, but not secured, all permits, licenses, and authorizations	4-6
c.	Project has not secured all other funding but has secured all permits, license, and authorizations	1-3
d.	Project has not secured all other funding and has not yet identified all permits, licenses and authorizations	0
3.	Regionalization	10

a.	Project provides "regionalization" of several smaller water systems and/or provides regional service which replaces individual well-septic systems. Applicant has collaborated with all adjacent governmental, municipal interests, sanitation districts, water associations, and/or private ownerships within five miles of current service area. Project incorporates an area >80% of the population within an area. Project proposes to "share" infrastructure or manpower, equipment, processes, etc. Project has multiple partners who have entered into a Joint Powers Agreement for the proposed project.	9-10
b.	Project like above, but with 61-80% of the population substantively incorporated into the project	7-8
c.	Project serves 41-60% of human population in the regional area of the project	5-6
d.	Project serves 21-40% of human population in the regional area of the project	3-4
e.	Project effects no substantial part of the surrounding area or <20% of regional human population	1-2
f.	Project provides direct and indirect benefits to only a few people	0
4.	Health and Safety	30
a.	Project specifically addresses identified threat(s) to human health and safety relative to surface or ground water quality standards; wastewater disposal systems or wastewater discharge polluting surface or ground water	26-30
b.	Project specifically addresses discharges that adversely affect public health or safety including regulatory compliance issues	21-25
c.	Project specifically includes benefits for human health and safety benefits, especially known or potential surface or groundwater contamination	16-20
d.	Project specifically and substantially addresses human health or safety benefits, especially beyond other project objectives	11-15
e.	Project specifically includes benefits for human health and safety that may range from indirect to basically addressed	6-10
f.	Project has minimal human health and safety provisions when human health and safety could be addressed	1-5
g.	Project has no aspects that promote human health and safety benefits and may even be detrimental in that regard	0
5.	Plan & Design	10
a.	Project concept is substantively complete, sets forth clear methodology for project selection, sets forth clear objectives in an overall framework of infrastructure improvement and incorporates water saving technologies	9-10

b.	Project concept is substantively complete, sets forth clear methodology for project selection, and sets forth clear objectives in an overall framework of infrastructure improvement	6-8
c.	Project is well planned, sets forth clear methodology for project selection, but design concept is not yet complete	4-5
d.	Project is not adequately planned and does not include a clear methodology for project selection	0-3

6.	Other: Emergency	25
a.	Project specifically addresses imminent or existing catastrophic conditions related to known or potential surface or ground water contamination	21-25
b.	Project specifically and substantially addresses imminent or existing catastrophic conditions, especially beyond other project objectives	16-20
c.	Project specifically includes benefits for water quality that may range from indirect to basically addressed	11-15
d.	Project has minimal human health and safety provisions where water quality could be addressed	6-10
e.	Project has no aspects that promote water quality and may even be detrimental in that regard	0-5

C. ADDITIONAL APPLICATION REQUIREMENTS

In addition to the items outlined in Section 3.2 of these Project Management Policies, Wastewater Collection, Conveyance and Treatment Project applicants will be required to submit additional information that evidences best practices for project planning and implementation.

1. Appropriate Planning Documents

All applicants will be required to submit a preliminary engineering report or engineering study proposed project that has been completed and accepted within the last five years by the appropriate regulatory agency, unless funding is sought solely for this purpose. The cost of the report or study may be counted towards the local match described in Section 4.2 for one water project fund award if evidence of payment of the third-party costs with non-WTB or State Appropriation Grant dollars is substantiated.

a. Preliminary engineering reports will require to be submitted for all projects applying for Wastewater Collection, Conveyance and Treatment project funding. Preliminary engineering reports older than two years must be accompanied by updated cost estimates. In no instance, will PERs older than five years be accepted without concurrence from NMED.

b. For projects involving the minor/non-complex rehabilitation or replacement of infrastructure, a Design Analysis Report or Technical Memo may be submitted as part of the planning requirement. The report must include, at a minimum, a life cycle cost analysis, design analysis, a description of the population to be served, and a list of permits necessary to complete the project.

2. Regulatory Compliance

Public health is paramount in determining suitability for wastewater system project funding. The applicant must demonstrate compliance with relevant agency regulations pertaining to the project at the time the fundable priority list is compiled. Entities not in compliance will not be placed on the fundable priority list, unless the purpose of the project is to bring the entity into compliance.

As part of the Readiness Application, water system applicants must certify that they are in full compliance with the Clean Water Act and/or all relevant New Mexico Environment Department regulatory requirements. The Water Trust Board may accept an application from an entity seeking to cure a regulatory deficiency with the proposed qualifying water project. The Water Trust Board requires verification from the New Mexico Environment Department or other appropriate agency that the proposed project will cure the deficiency.

3. Asset Management Plans

An asset management plan allows systems to operate, maintain, rehabilitate and replace infrastructure in the most cost-effective manner to ensure a sustained level of service at the lowest life cycle cost. Additionally, an effective asset management plan provides the basis for a financial plan, operational plan and an appropriate rate structure.

To ensure that the Water Trust Board's investments are protected and maintained for optimum longevity, applicants shall be required to submit as part of the Readiness Application asset management plans that follows the State adopted report outline and include, at a minimum, the following:

a. First year's submission requirements:
i. A resolution from the appropriate Governing Body committing to the implementation of an Asset Management that incorporates the following five core components of Asset Management:

(a) What is the current state of the assets?
(b) What is the desired level of service?
(c) Which assets are critical to sustained performance?
(d) What is the best life cycle cost? and
(e) What is the long-term funding strategy?

ii. Identification of an internal team that will be assembled to develop and implement the Asset Management Plan;

iii. The Water Trust Board recommends applicants provide results of the initial Asset Management IQ test contained in the EFC manual;

iv. Provide a schedule of the sequence of events proposed to implement the Asset Management Plan with a timeline, such as a Gantt chart.

b. As part of the second- and third-year's submission, applicants will be required to submit a recent *A.M. Kan Work IQ test* and provide an update on progress made towards the completion of the Asset Management Plan, including any third-party deliverables, if applicable. Indicate where third party support is needed, why it is needed, how it will be funded and how it will be incorporated in the internal implementation of Asset Management.

c. As part of the fourth year's submission, and for every year thereafter, applicants will be required to have fully implemented an Asset Management Plan that is reviewed annually with the following elements, as applicable:

i. Required metering of all diversions and users, as applicable;

ii. Asset inventory, noting current condition, mapped locations, anticipated useful life and value;

iii. Defined level of service required to meet state and federal regulations, customer demands, and long-term goals, as applicable;

iv. Risk analysis of asset performance based on likelihood of failure and level of consequence, as applicable;

v. Operations and maintenance strategic plan and a Capital Improvement Plan that addresses all costs for managing the asset, project, or system over time; and

vi. Funding strategy for inclusion in Financial Plan.

D. CLOSING REQUIREMENTS

1. Documentation that all applicable permits and licenses have been secured or are in the process of securing to meet the required timeline.

2. Right of Way Acquisition Documentation, including

a. Map of Service Area, Area Map and/or Site Map denoting easements; and

b. Public Domain Documentation; or

c. Verification of Land Ownership; or

d. Landowner agreements or easements indicating a term of not less than 20 years.

3. Plans and Specifications approved by the New Mexico Environment Department, if applicable

4. Evidence of Financial Capacity to Undertake Water Trust Board debt

    a. Current Fiscal Year Budget

    b. Verification of Other Funding Sources

        i. Local or federal matching funds including any private donations; and

        ii. Award of other Grant or Special Legislative Appropriation

E. OVERSIGHT AND COMPLIANCE

1. Project reports shall be submitted quarterly through project completion.

2. Technical Oversight on these projects may be conducted by the New Mexico Environment Department, including review of funding requisitions.

VI. WATERSHED RESTORATION AND MANAGEMENT PROJECT POLICIES

A. PROJECT ELIGIBILITY

1. Watershed Management and Restoration Project Eligibility

Watershed health is a public health and safety issue, and watershed restoration encompasses a suite of activities from forest thinning to riparian restoration projects to consideration of soil and substrate conditions. Projects that address long-term maintenance and overarching watershed restoration will be considered. Projects solely intended to monitor the efficacy of watershed restoration and maintenance are considered eligible for funding if it is part of a written long-term maintenance plan.

2. Ineligible elements

Expenses related to non-infrastructure activities such as advocacy, awareness, and public relations as well as other operational expenses of the qualified entity.

B. PRIORITIZATION CRITERIA

Applications for Watershed Restoration and Management Projects shall be prioritized using the ranking criteria set out in Section II (1.1a) of these Policies using the following definitions.

1.	Local contribution	15
	a. Contributes hard match in excess of minimum required by greater than 300%	13-15
	b Exceeds minimum required match component by between 200% and 299%	10-12
	c. Exceeds minimum required match component by between 100% and 199%	7-9
	d. Exceeds minimum required match component by between 1% and 99%	4-6
	e. Meets minimum match	3
	f. Less than minimum	1-2
	g. No verified match	0
2.	Readiness	10
	a. Project is ready to proceed (other funding secured and all permits, easements, landowner agreements, licenses are in place and environmental compliance is complete)	7-10
	b. Project has secured all other funding and has identified, but not secured, all permits, easements, landowner agreements and licenses, or completed the environment compliance	4-6
	c. Project has not secured all other funding and has not yet identified all permits, easements, landowner agreements and licenses and has not yet begun the environmental compliance	0-3

3.	Regionalization	10
	a. The proposed project is a substantial watershed restoration that is incorporated into a completed watershed, ecosystem restoration (include non-native Phreatophyte and other ecosystem restoration projects), forest health or community wildfire project plan. The project is considered a priority in the watershed, ecosystem restoration, forest health or community wildfire protection plan. The project will complete current or planned priority projects across the landscape.	9-10
	b. The proposed project is a substantial watershed restoration that is incorporated into a completed watershed, ecosystem restoration (include non-native Phreatophyte and other ecosystem restoration projects), forest health or community wildfire project plan, but is not considered a priority in the plan. The project will complete current or planned projects across the landscape.	7-8
	c. The proposed project is incorporated into a completed plan involves critical area treatment or otherwise impacts the larger landscape.	5-6
	d. The proposed project is incorporated into a completed plan but does not involve critical area treatment or impact a larger landscape.	3-4
	e. Project is not part of a plan and/or addresses a small, isolated area.	0-2
4.	Health and Safety	30
	a. The overall purpose of the project is to protect public health by mitigation of catastrophic fire and its threat to public and firefighter safety and damage to property or rehabilitate post-fire damage. Project proposals should consider all elements required to implement treatments on the ground, which includes conducting all consultations needed to complete plans and assessments.	25-30
	b. Project specifically and substantially addresses human health or safety benefits, especially beyond other project objectives	19-24
	c. Project specifically includes benefits for human health and safety that may range from indirect to basically addressed	13-18
	d. Project has minimal human health and safety provisions when human health and safety could be addressed	7-12
	e. Project has no aspects that promote human health and safety benefits and may even be detrimental in that regard	0-6
5.	Plan & Design	10
	a. There is a clear description of existing condition and associated problem. Project design concept is substantively complete, sets forth clear methodology for project selection and design, sets forth a clear description of how the project will improve the existing conditions and provides measurable results.	9-10

b.	Project design concept is substantively complete, sets forth clear methodology for project selection and design, and sets forth a clear description of how the project will improve the existing conditions and provides measurable results.	6-8
c.	Project is well planned, sets forth clear methodology for project selection, but does not include a clear description of expected benefits or methodology for measuring results.	4-5
d.	Project is not adequately planned and does not include a clear methodology for project selection or measurable results.	0-3
6.	Other: Attention to Wildlife and Environmental Compatibility	10
a.	Project improves watershed ecosystem, including wildlife habitat (especially for threatened and endangered species), soil health and range or forest condition.	8-10
b.	Project has no negative effect on the watershed ecosystem or employs highly effective mechanisms to adequately mitigate any impacts on threatened or endangered flora and fauna.	5-7
c.	Project has serious impacts to watershed flora and fauna. These impacts are inadequately addressed by identifying only the most obvious ecosystem concerns or token mitigation measures.	3-4
d.	Project impacts to watershed flora and fauna are either not identified or identified and not mitigated.	0-2
7.	Other: Water Quality Improvement	15
a.	Project improves water quality in streams identified as impaired by the State of New Mexico, or extent of water quality protection of high-value water bodies.	12-15
b.	Project improves water quality and/or employs highly effective mechanisms to adequately mitigate any impacts on water quality.	8-11
c.	Project has serious impacts to water quality. These impacts are inadequately addressed by identifying only the most obvious ecosystem concerns or token mitigation measures.	4-7
d.	Project impacts to water quality are either not identified or identified and not mitigated.	0-3

C. ADDITIONAL APPLICATION REQUIREMENTS

In addition to the items outlined in Section 3.2 of these Project Management Policies, Watershed Restoration and Management applicants will be required to submit additional information that evidences best practices for project planning and implementation.

1. **The project will be considered eligible for funding if the following documents have been submitted:**

   a. Complete, updated watershed management plan (e.g., a statewide or regional water plan, watershed-based plan to improve water quality, or community wildfire protection plan);

   b. All necessary environmental compliance documents;

   c. Budget, including proposed spending timeframe;

   d. Map(s) of project area and areas of project impacts;

   e. Letters/documents of commitment from project partners, including Federal, Tribal, State, local government, non-governmental organizations, and private interests; and

   f. Letters of support by impacted interests if different than those listed in section (e)

2. **Appropriate Planning Documents**
   In consideration of the Board duties as specified by the Act to restore and manage watersheds, the following policy will be followed by the Water Trust Board:

   a. Watershed projects should demonstrate how they relate to the State Water Policy and Plan, the New Mexico Non-Native Phreatophyte and Watershed Management Plan (NNPP), New Mexico Forest Action Plan, watershed-based plans to improve water quality, the State Wildlife Action Plan or other wildlife management plans, or other watershed or forest planning documents, as appropriate. Projects shall follow or comply with requirements of those plans, as applicable (i.e., Non-Native Phreatophyte Projects would be required to comply with the Templates and Protocols found in the NNPP.)

   b. In addition to other considerations discussed in this planning document, watershed projects should include stakeholder and community support and a commitment from partners to assist in implementation as well as a monitoring and reporting plan to document the project's progress in meeting its stated goals.

   c. In situations where an applicant was funded previously by the Water Trust Board for a similar project, technical documentation that the previously implemented project met or is meeting its intended goals and objectives should be provided.

3. **Regulatory Compliance**
   All projects must recognize and articulate compliance plans with the appropriate State, Federal and/or other regulatory requirements to receive funding and complete projects on the ground. Regulatory compliance includes, but is not limited to:

a. Endangered Species Act

b. National Environmental Policy Act

c. Clean Water Act

d. State Forestry Rules

e. State Wildlife Management Plans

f. Conservation Plans as approved by appropriate federal agencies

D. CLOSING REQUIREMENTS

The following documents must be submitted before the project may commence:

1. A project plan approved by the New Mexico State Forestry Division

2. All applicable permits

3. Right of Way Acquisition Documentation, including:

   a. Map of Service Area, Area Map and/or Site Map denoting easements

   b. Landowner agreements or easements evidencing a term of not less than 20 years

4. Verification of Other Funding Sources

   a. Local or federal matching funds including any private donations; and

   b. Award of other Grant or Special Legislative Appropriation

E. OVERSIGHT AND COMPLIANCE

1. Project reports shall be submitted quarterly, including photographs of work being completed, through project completion.

2. Technical Oversight of these projects will be conducted by the New Mexico State Forestry Division or NMDA dependent on the type of project being conducted.

3. Financial oversight to be completed by the New Mexico Finance Authority, including review of funding requisitions.

VII. ENDANGERED SPECIES ACT IMPLEMENTATION PROJECT POLICIES

A. PROJECT ELIGIBILITY

1. **Endangered Species Act Implementation Project Eligibility**
   Eligible projects include those that meet terms of federal Endangered Species Act. The Water Trust Board will fund those elements directly related to habitat restoration.

2. **Ineligible**
   Projects include those not intended to meet the federal definition of Endangered Species Act or where the funds are primarily intended for recreational purposes, such as a walking path.

B. PRIORITIZATION CRITERIA

Applications for Endangered Species Act Implementation Projects shall be prioritized using the ranking criteria set out in Section II (1.1a) of these Policies using the following definitions.

1.	Local contribution	15
a.	Contributes hard match more than minimum required by greater than 300%	13-15
b	Exceeds minimum required match component by between 200% and 299%	10-12
c.	Exceeds minimum required match component by between 100% and 199%	7-9
d.	Exceeds minimum required match component by between 1% and 99%	4-6
e.	Meets minimum match	3
f.	Less than minimum	1-2
g.	No verified match	0
2.	Readiness	10
a.	Project is ready to proceed (other funding secured and all permits, easements, landowner agreements, public agency agreements and environmental compliance is in place)	7-10
b.	Project has secured all other funding and has identified, but not secured, all permits, easements, landowner agreement, public agency agreement and environment compliance is complete	4-6
c.	Project has not secured all other funding and has not yet identified all permits, easements, landowner agreements or public agency agreements and has not yet begun the environmental compliance	0-3
3.	Regionalization	10

a.	The proposed project substantially impacts the potential impact on population recovery within the project area. The project is considered a priority within the Endangered Species Act Implementation Plan.	9-10
b.	The proposed project substantially impacts the potential impact on population recovery within the project area but is not considered a priority within the Endangered Species Act Implementation Plan.	7-8
c.	The proposed project is incorporated into a completed plan, involves critical area treatment or otherwise impacts the larger landscape.	5-6
d.	The proposed project is not incorporated into a completed plan, but does not involve critical area mitigation	3-4
e.	Project is not part of a plan and addresses a small, isolated area.	0-2
4.	Health and Safety	30
a.	Project substantially benefits the targeted threatened or endangered species.	25-30
b.	Project positively benefits the targeted threatened or endangered species, but does not represent a substantial benefit	19-24
c.	Project specifically includes benefits for from the targeted threatened or endangered species, but may be indirect	13-18
d.	Project has minimal mitigation benefit to the targeted threatened or endangered species	7-12
e.	Project promotes human recreation and has little to no impact to the threatened or endangered species.	0-6
5.	Plan & Design	10
a.	There is a clear description of existing condition and associated problem. Project design concept is substantively complete, sets forth clear methodology for project selection and design, sets forth a clear description of how the project will improve the existing conditions and provides measurable results.	9-10
b.	Project design concept is substantively complete, sets forth clear methodology for project selection and design, and sets forth a clear description of how the project will improve the existing conditions and provides measurable results.	7-8
c.	Project is well planned, sets forth clear methodology for project selection, but does not include a clear description of expected benefits or methodology for monitoring	4-5
d.	Project is not adequately planned and does not include a clear methodology for project selection or measurable results.	0-3
6.	Other: Habitat Recovery	25

a.	Project represents a substantial amount of habitat restored specific to the targeted species	19-25
b.	Project positively impacts a significant amount of habitat restored specific to the targeted species	12-18
d.	Project's impact to the restoration of habitat relative to the targeted species is unclear	6-11
e.	Project's impact to the restoration of habitat relative to the targeted species is not identified.	0-5

C. ADDITIONAL APPLICATION REQUIREMENTS

In addition to the items outlined in Section 3.2 of these Project Management Policies, Endangered Species Act project applicants will be required to submit additional information that evidences best practices for project planning and implementation.

1. The project will be considered eligible for funding if the following documents have been submitted:

a. Plan/description of project articulating documented benefits to the threatened or endangered species being targeted for project;

b. All necessary environmental compliance documents have been submitted;

c. Budget, including proposed spending timeframe;

d. Map(s) of project area, species location(s), and areas of project impacts;

e. Letters/documents of support from project partners, including Federal, Tribal, State, Non-Governmental Organizations, and Private interests; and

f. Letters of support by impacted interests if different than those listed in section (e)

2. Appropriate Planning Documents

a. Species management plan as approved by the appropriate State or Federal entity

b. Other wildlife management, watershed, or forest planning documents, as appropriate. Projects shall follow or comply with requirements of those plans, as applicable.

c. Stakeholder and community support and a commitment from partners to assist in implementation.

3. Regulatory Compliance

All projects must recognize and articulate compliance plans with the appropriate State, Federal and/or other regulatory requirements to receive funding and complete projects on the ground. Regulatory compliance includes, but is not limited to:

a. Endangered Species Act

b. National Environmental Policy Act

c. Clean Water Act

d. State Wildlife Management Plans

e. Conservation Plans as approved by appropriate federal agency

D. CLOSING REQUIREMENTS

1. Plans approved by the New Mexico Department of Game and Fish
2. All applicable permits
3. Right of Way Acquisition Documentation, including:
    a. Map of Service Area, Area Map and/or Site Map denoting easements
    b. Easements evidencing a term of not less than 20 years
4. Verification of Other Funding Sources
    c. Local or federal matching funds including any private donations; and
    d. Award of other Grant or Special Legislative Appropriation

E. OVERSIGHT AND COMPLIANCE

1. Project reports shall be submitted quarterly through completion.
2. Technical Oversight on these projects will be conducted by the New Mexico Department of Game and Fish
3. Financial oversight to be completed with the New Mexico Finance Authority, including review of funding requisitions.

VIII. FLOOD PREVENTION PROJECT POLICIES

A. PROJECT ELIGIBILITY

1. Flood Prevention Project Eligibility

Flood Protection Dams (often referred to as 'dry dams') or Projects built to protect human safety and property from flooding.

2. Ineligible projects

a. Dams constructed primarily for the storage of water, regardless of their potential for breaches. These projects should apply under the Water Storage, Conveyance and Delivery category.

b. Projects where flood prevention is not the primary purpose, such as bridge replacement.

B. PRIORITIZATION CRITERIA

Applications for Flood Prevention Projects shall be prioritized using the ranking criteria set out in Section II (1.1a) of these Policies using the following definitions.

1.	Local contribution	15
a.	Contributes hard match more than minimum required by greater than 300%	13-15
b	Exceeds minimum required match component by between 200% and 299%	10-12
c.	Exceeds minimum required match component by between 100% and 199%	7-9
d.	Exceeds minimum required match component by between 1% and 99%	4-6
e.	Meets minimum match	3
f.	Less than minimum	1-2
g.	No verified match	0
2.	Readiness	10
a.	Project is ready to proceed (other funding secured and all permits, licenses and authorizations are in place)	7-10
b.	Project has secured all other funding and has identified, but not secured, all permits, licenses, and authorizations	4-6
c.	Project has not secured all other funding and has not yet identified all permits, licenses and authorizations	0-3
3.	Regionalization	10
a.	Project mitigates flood damage to an area that represents >80% of the population	9-10

b.	Project like above, but with 61-80% of the population substantively incorporated into the project	7-8
c.	Project serves 41-60% of human population in the regional area of the project	5-6
d.	Project serves 21-40% of human population in the regional area of the project	3-4
e.	Project effects no substantial part of the surrounding area or <20% of regional human population	1-2
f.	Project provides direct and indirect benefits to only a few people	0
4.	Health and Safety	30
a.	The project specifically addresses imminent or existing catastrophic floods and threats to human health and safety.	25-30
b.	The project specifically addresses imminent or existing flood conditions and threats to human health and safety.	19-24
c.	Project specifically includes benefits for human health and safety that may range from indirect to basically addressed	13-18
d.	Project has minimal human health and safety provisions when human health and safety could be addressed	7-12
e.	Project has no aspects that promote human health and safety benefits and may even be detrimental in that regard	0-6
5.	Plan & Design	10
a.	Project design concept is substantively complete, sets forth clear methodology for project selection and design, sets forth clear objectives in an overall framework of infrastructure improvement and incorporates water saving technologies	9-10
b.	Project design concept is significantly complete, sets forth clear methodology for project selection and design, and sets forth clear objectives in an overall framework of infrastructure improvement	6-8
c.	Project is well planned, sets forth clear methodology for project selection, but design is not yet complete	4-5
d.	Project is not planned and does not include a clear methodology for project selection	0-3
6.	Other: Economic Protection and/or Benefit	25
a.	Project specifically addresses imminent or existing catastrophic conditions related to flooding that threaten economic vitality of an area	21-25
b.	Project specifically addresses existing flooding conditions that threaten economic vitality of an area	16-20

c.	Project specifically includes economic protection and/or benefits that range from indirect to basically addressed	11-15
d.	Project has minimal economic protection and/or benefits when they could be addressed	6-10
e.	Project has no aspects that promote economic protection and/or benefit and may even be detrimental in that regard	0-5

C. ADDITIONAL APPLICATION REQUIREMENTS

In addition to the items outlined in Section 3.2 of these Project Management Policies, Flood Prevention project applicants will be required to submit additional information that evidences best practices for project planning and implementation.

1. **The project will be considered eligible for funding if the following documents have been submitted:**

   a. Plan/description of project articulating documented need for flood prevention or need to correct pertinent dam hazard classification;

   b. All necessary environmental compliance documents have been submitted;

   c. Budget, including proposed spending timeframe;

   d. Map(s) of project area and areas of project impacts;

   e. Letters/documents of support from project partners, including Federal, Tribal, State, Non-Governmental Organizations, and Private interests; and

   f. Letters of support by impacted interests if different than those listed in section (e)

2. **Appropriate Planning Documents**

   a. Complete flood control plan; including map(s) of the impact area

   b. Preliminary engineering report or design analysis report as appropriate for the level of complexity of the project and completed within the last five years

   c. Emergency Action Plans - Including Inundation Maps

   d. Operation and Maintenance Plans for dam projects

3. **Regulatory Compliance**
   Relevant Regulations as promulgated by the Office of State Engineer Dam Safety Bureau.

D. CLOSING REQUIREMENTS

1. Plans approved by the New Mexico Office of the State Engineer
2. All applicable permits
3. Right of Way Acquisition Documentation, including
    a. Map of Service Area, Area Map and/or Site Map denoting easements
    b. Easements indicating a term of not less than 20 years
4. Verification of Other Funding Sources
    c. Local or federal matching funds including any private donations; and
    d. Award of other Grant or Special Legislative Appropriation

E. OVERSIGHT AND COMPLIANCE

1. Project reports shall be submitted quarterly through project completion.
2. Technical Oversight on these projects will be conducted by the New Mexico Office of the State Engineer
3. Financial oversight to be completed with the New Mexico Finance Authority, including review of funding requisitions.

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: E.8

MEETING DATE: July 23, 2025

SUBJECT: Discussion/Action: FY 25/26 Matthew 25 Subrecipient Agreement
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: July 18, 2025
SUBMITTED BY: City Clerk Torres
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Non-profit organizations submit applications requesting funding from the City's General Fund and the City's portion of Lodger's Tax. The application was presented and reviewed at the 4/3/25 City Commission budgetary meeting. The request is for the sum of $10,000 to the Contractor for a one (1) year period commencing on July 1, 2025 and continuing through June 30, 2026.

Recommendation:

Consideration of allocation of funds for FY 25/26.

Attachments:

- Agreement
- Recipient Application

-

Fiscal Impact (Finance): **Yes**

$10,000.00

Legal Review (City Attorney): **Yes**

Click here to enter text.

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.
Continued To: Click here to enter a date. Referred To: Click here to enter text.
☐ Approved ☐ Denied ☐ Other: Click here to enter text.
File Name: CC agendas 7-23-25

SUBRECIPIENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as "City", and **Matthew 25 Food Pantry** herein referred to as "Contractor".

WHEREAS, the City and the Contractor desire to enter into an Agreement with the City to provide Subrecipient funds to the Contractor in exchange for needed services.

RECITALS

A. The City hereby declares that it is in need of certain services for its community. Those services are described in a portion of the Contractor's Subrecipient application, a copy of which is attached hereto as **EXHIBIT A.**

B. The City is willing to provide funding to the Contractor in exchange for these services. The City determines that the municipal public will benefit from these services.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. The City shall provide up to the sum of $10,000 to the Contractor for a one (1) year period commencing on July 23, 2025 and continuing through June 30, 2026.

2. Contractor shall, at a minimum:

   A. Provide all of the services described in **EXHIBIT A**, which was included in the Contractor's Subrecipient application.

   B. Submit a written quarterly report to the City Commission via the City Clerk's Office in October 2025, January 2026, April 2026 and June 6, 2026. Reports are due by the 15th of the month following the quarter except for the fourth quarter report which is due as previously stated.

Your report must be separate from your invoice; and your invoice detail alone will not suffice as your report. Contractor's report will be submitted to the City Commission. The reports must detail the progress made in providing the services. Failure to timely submit a detailed report will subject Contractor to having its funding decreased 50% for that particular quarter. The Contractor is responsible to get the reports in on time. No other notice will be given. Reports can be emailed to torcclerk@torcnm.org

C. Submit a written invoice in the amount of $2,500.00 on a quarterly basis to the City Clerk's Office for disbursement of funds at the same time the quarterly report is due. Failure to timely submit a detailed invoice will subject Contractor to having its funding decreased 50% for that particular quarter. **The fourth quarter invoice must be submitted by June 6, 2026.** The Contractor is responsible to get the invoices in on time. No other notice will be given. The quarterly report must be on file before the subsequent quarter's invoice is paid except for the 4th quarter report, of course, which is due in compliance with B above.

D. Organization's previous year's audit report or internal/informal financial statement is required no later than **June 30, 2026**.

E. Designate an alternate to serve as the point of contact and authorized to conduct business in the absence of the primary party.

1. Alternate's Name _____
   Print Name
2. Alternate's Phone No. _____
3. Alternate's E-mail _____

3. Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party. Upon termination neither party shall have any further obligation with respect to this agreement.

CITY OF TRUTH OR CONSEQUENCES

BY: _____ Date: _____
Gary Whitehead, City Manager

Reviewed for Budgetary Sufficiency:

BY: _____ Date: _____
Jocelyn Holguin, Finance Director

Reviewed by Legal Counsel

BY: _____ Date: _____
Jaime Rubin, City Attorney

SUBRECIPIENT

BY: _____ Date: _____
Signature of Primary Representative

_____
Print Name of Primary Representative

_____ Date: _____
Signature of Alternate Representative

_____
Print Name of Alternate Representative

City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901
Phone: (575) 894-6673 Email: torcclerk@torcnm.org

RECEIVED
MAR 21 2025
By

SUBRECIPIENT GRANT APPLICATION

FY: *2025/2026*
DUE DATE: *03/28/2025 @ 12:00pm*

BUDGET EVALUATION

The City has funded local organizations in the past; however, funding is scarce and the City usually receives more requests for funds than are available. Therefore, please note that your answers to these questions will have a direct bearing on how much, if any, funding will be allocated to your organization.

REQUIREMENTS

Organization's previous year's audit report or internal/informal financial statement is required. Please include with application. Proof of nonprofit status from Internal Revenue Service and the Office of the Secretary of State must accompany application. Application requires signature of authorized representative. Application must be submitted by the due date referenced above.
(Attach a separate sheet to this form if you need additional space for your answers.)
Please see APPENDIX pages for all required accompaniments from Matthew 25.

GENERAL INFORMATION

- Name of Organization: *Matthew 25 Food Pantry, Inc.*
- Is the organization registered as a non-profit? Yes x No ___
- Non-Profit Corporation Commission Authority Number: *4706200*
- Employer Identification Number (EIN#): *46-2187947*
- Contact Person *Laura Ploughe* Phone No. *480/267-3535*
- Mailing Address: *PO Box 3722, Truth or Consequences, NM 87901*
- Physical Address: *405 Austin Street, Truth or Consequences, NM 97901*

E-Mail: *torcmatthew25foodpantry@gmail.com*

FUTURE FUNDING REQUEST

- Amount of funding requested for FY 2025/2026: *$9,350.00*
- Detailed accounting of how proposed funding is to be spent in FY 2025/2026:

Matthew 25's goal is to cover 50% of our fixed expenses (totaling $18,700) through the city grant. The remaining 50% will be covered partially by the Sierra County grant of $2,500 or through fundraising, other grants, or private contributions. A decline in contributions in our current year are at only 63% of expected budget, and expected to decline more. Shortfalls will require us to spend less on food to remain in operation. This impacts the community.

- State how the residents or businesses of Truth or Consequences will be benefited by the funding allotted to your organization in FY 2025/2026:

Matthew 25 Food Pantry stores, sorts and packages nearly 2.25 tons of food weekly. The pantry takes great care to

adhere to food safety and proper handling and passes an inspection and training annually. Without proper space, equipment, and cooling food quantity and quality would be an issue to try to feed nearly 10,000 people per year. Benefits to our community is being able to be in the center of Truth or Consequences, having properly stored food and being able to have the grants to pay rent/utilities while private donations may then be used for food purchases or other direct operational needs. No funds ever pay any Matthew 25 volunteers as 100% of volunteers are gratis.

- Explain if the City's funding of your organization will be used to leverage other funding from other sources.

Matthew 25 looks for opportunities to increase grant monies through many sources. Leveraging this funding is not an intent to obtain other grants. In fact, the Sierra County grant is a multi-year contract that began FY22-23. This grant will not be used as a matching grant request either. As Matthew 25 participates in grants applications or fundraisers throughout the year (Southern New Mexico Giving Day, Network for Good, Walmart SparkGood, United Way of Southern NM, Community Impact Fund, or others) a detailed accounting of how all funding will be spent in 2025/2026 will be transparent in the quarterly reporting.

Due to the FY24/25 decrease showing in private contributions,

- Do you have plans for conducting an **independent** financial audit of your organization in the coming year? Yes ___ No X If yes, who will be the independent public accountant?

HISTORICAL INFORMATION

- Amount of current (2024/2025) year's funding: *$6,850.00*
- Detailed account of how the current year's funds have been spent:

The City grant of $6,850 along with the Sierra County grant of $2,500 currently covers only 50% of fixed costs. Matthew 25 participates in the Bullocks Cash for Clubs receipt program, as well as as accepts aluminum cans for recycling which provides insignificant revenue streams of only 3%. Therefore, our goal is to look to contributions from other grant awards and fundraisers. A Walmart grant in April 2024 did allow for a carry forward balance to begin our FY24/25 current year and a surplus plan to expend it in the current year, helping offset the deficit being seen in private contributions during our first 3 quarters is underway. The ask for the City to cover the full 50% in FY25/26 is to allow the Sierra County Grant to help offset the other 50% due to the forcasted decline in donations.

- Explain if the City's funding of your organization was used to leverage other funding from other sources. If so, how:

In FY24/25 the City grant of $5,000 was not leveraged for other funding from any source. The Sierra County grant of $2,500 is a multi-year contract award. With these two grants combined it covered only 50% of our fixed costs. Matthew 25 looks for opportunities to increase grant monies through many sources. Leveraging this funding is not an intent to obtain other grants. Fixed Costs for rent, utilities and insurance make up the majority of the entire

budget and Matthew 25 strives to use grants and fundraisers rather than private donations to cover these. Many times shortfalls in all funding sources mean food purchases will be the first cut in the budget

- State how the residents or businesses of Truth or Consequences benefited by the funding allotted to your organization this current year (2024/2025):

In the last 9 months, Matthew 25 has fed over 3,900 households totaling over 7,457 total in fed people, some who need food weekly while others participate occasionally, each receiving 40+ pounds of food. No one is turned away. In FY24/25 the City grant of $5,000 was used to continue to remain a stable in the Downtown corridor in our current location at 405 Austin by using it for our fixed costs of rent, utilities, and property insurance. Matthew 25 has also expanded by partnering with Sierra Vista Hospital to bring healthy choices for the community one Friday per month in the hospital lobby. All are welcome and fostering health care and healthy living is the goal. No significant expenditures have resulted, and the community are served by both organizations simultaneously.

- Has there been an **independent** financial audit of the organization this year or in prior years?

Yes ___ No X **If YES, please provide name below and a copy of the current audit wi your application. If NO, please provide internal/informal audit or financial statements.**

Submitted By: Laura Ploughe Date: 3/18/2025
(Typed Name & Signature)

Received By: Date: 3/21/25

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 03 2014

MATTHEW 25 FOOD PANTRY INC
C/O SUSIE E SWOPE
105 S ARROWHEAD RD
TRUTH OR CONSEQUENCE, NM 87901

Employer Identification Number:
46-2187947
DLN:
17053252315003
Contact Person:
KEVIN T WILLIAMS ID# 11672
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
January 23, 2013
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947

enterprise.sos.nm.gov/records/business

m25

Business | Lien | Notary | Trademark | Athlete Agent

My Business Records

Search My Records

Form Information	Business ID	Status	Standing	Next Report Due	Actions
MATTHEW 25 FOOD PANTRY, INC. Domestic Nonprofit Corporation	4706200	Active	Good	5/15/2026 12:00 AM	

All Bookma

Laura Plough
torcmatthew25foodpantry@gmail.co

MATTHEW 25 FOOD PANTRY, INC.
Domestic Nonprofit Corporation

File Amendment | Request Certificate

Business Name	MATTHEW 25 FOOD PANTRY, INC.
Status	Active
Initial Filing Date	01/22/2013
Entity Type	Domestic Nonprofit Corporation
Entity Sub-Type	Domestic Nonprofit
Formed In	New Mexico
Record #	4706200
AR Due Date	05/15/2026
Agent	Laura Ploughe 111 Lakeshore Dr, 111 Lakeshore Dr, Elephant Butte, NM 87935
Directors	John Rust: Director Dale Latimer: Director
Officers	Laura Ploughe: Secretary Ernie Rodgers: President
Organizers and Incorporators	SUSIE SWOPE: Incorporator
Alternate Business Names	

STATE OF NEW MEXICO

OFFICE OF THE SECRETARY OF STATE

Certificate of Good Standing

The undersigned Secretary of State for the State of New Mexico does hereby confirm that the entity is registered with the below status in the state of New Mexico

MATTHEW 25 FOOD PANTRY, INC.

Domestic Nonprofit Corporation

New Mexico

Active

March 19, 2025

Maggie Toulouse Oliver

MAGGIE TOULOUSE OLIVER

Secretary of State

Matthew 25 Food Pantry Inc.

EIN: 46-2187947 | T Or C, New Mexico, United States

Other Names

MATTHEW 25 FOOD PANTRY INC

Matthew 25 Food Pantry

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Determination Letter

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied

Final Letter(s)

- FinalLetter_46-2187947_MATTHEW25FOODPANTRYINC_09042013_01.tif
- FinalLetter_46-2187947_MATTHEW25FOODPANTRYINC_09042013_02.tif

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than $50,000 fall into this category.

Tax Year 2024 Form 990-N (e-Postcard)

Tax Year 2023 Form 990-N (e-Postcard)

Matthew 25 Food Pantry Inc.

EIN: 46-2187947 | T Or C, New Mexico, United States

Other Names

MATTHEW 25 FOOD PANTRY INC

Matthew 25 Food Pantry

Publication 78 Data

Organizations eligible to receive ta

On Publication 78 Data List: Yes

Deductibility Code: PC

Determination Letter

A favorable determination letter is

Final Letter(s)

- FinalLetter_46-2187947_MATTH
- FinalLetter_46-2187947_MATTHEW25FOODPANTRYINC_09042013_02.tif

Deductibility Code

In general, an individual who itemizes deductions may deduct contributions to most charitable organizations up to 50% (60% for cash contributions) of his or her adjusted gross income computed without regard to net operating loss carrybacks. Individuals generally may deduct charitable contributions to other organizations up to 30% of their adjusted gross income (computed without regard to net operating loss carrybacks). These limitations (and organizational status) are indicated as follows:

Code	Type of organization and use of contribution.	Deductibility Limitation
PC	A public charity.	50% (60% for cash contributions)
POF	A private operating foundation.	50% (60% for cash contributions)
PF	A private foundation.	30% (generally)
GROUP	Generally, a central organization holding a group exemption letter, whose subordinate units covered by the group exemption are also eligible to receive	Depends on various factors

APPENDIX A

Matthew 25 FY2024/2025 Budget Summary

	2024/2025 Actuals		2024/2025 Monthly Avg	% of budget	Beginning Budget FY2024/2025 2024/2025 Beginning Budget	2023/2024 Previous Year Budget	2023/2024 Previous Year Actual	
Beginning Balance					$10,641.85			
Revenue								
Contributions	$11,369.00	63%	$1,821.68	64%	$18,000.00	$18,000.00	$21,860.14	[1]
Grant Income	$5,960.62	64%	$1,965.00	33%	$9,350.00	$7,500.00	$11,255.00	[2]
Bullock's/Other B2B	$1,379.76	172%	$62.00	3%	$800.00	$1,000.00	$744.01	[3]
Reimbursements	$0.00		$16.68				$200.20	
Miscellaneous	$19.99		$10.00				$120.00	
Current Year Rev Total	$18,729.37		$3,875.36		$28,150.00	$26,500.00	$34,179.35	
TOTAL REVENUES					$38,791.85			
Expense								
Food	$1,355.16		$120.64	16%	$5,000.00	$3,000.00	$1,447.73	[4]
Rent	$5,400.00		$600.00	23%	$7,200.00	$8,400.00	$7,200.00	
Utilities	$7,739.52		$862.85	33%	$10,000.00	$10,000.00	$10,354.19	
Insurance	$1,454.00		$121.17	5%	$1,500.00	$1,500.00	$1,454.00	
Professional Services (Pest cntrl, cleaners, facilities, ads)	$255.51		$221.14	16%	$5,000.00	$3,000.00	$2,653.65	[5]
Miscellaneous	$479.52		$18.98	7%	$2,000.00	$200.00	$227.73	[6]
Reimbursements	$0.00		$1,961.46				$200.20	
	$16,683.71		$1,390.31		$30,700.00	$26,100.00	$23,537.50	
xfer to Invest	$0.00				$7,500.00			[7]
Expense Total	$16,683.71				$38,200.00	$26,100.00	$23,537.50	
Net Income	$2,045.66				$591.85	$400.00	$10,641.85	

NOTES:

[1] Decrease in giving due to economic impacts

[2] Increase due to new amount approved from the TorC Subrecipient Grant award

[3] Decrease budget due to the trend from previous year of only Bullocs, added Other B2B in 24/25 so will increase

[4] Increase due to need to purchase more meat due to scarce product deliveries

[5] Building modification to add HVAC needed cooling air return in front of building

[6] Increase to purchase needed equipment some due to new Mobile pantry startup

[7] Transfer into our investment account as a reserve for future building improvements

APPENDIX B

Matthew 25 Food Pantry 2024-2025 Detailed Balance Sheet

	July 24	August 24	September 24	October 24	November 24	December 24	January 24	February 24	March 24	April 24	May 24	June 24	current Actuals % of budget	2024/2025 Actuals	2024/2025 Monthly Avg	2024/2025 Current Year Budget
BEGINNING BALANCE																$10,641.00
Revenue																
Contributions	$1,860.00	$1,170.00	$1,449.00	$710.00	$1,190.00	$3,165.00	$525.00	$395.00	$905.00				63%	$11,369.00	$1,263.22	$18,000.00
Grant Income				$1,712.50	$22.04	$2,500.00	$1,712.50	$11.58	$2.00				64%	$5,960.62	$1,208.66	$9,350.00
Bullock's and other B2B		$168.65			$310.20	$900.91							172%	$1,379.76	$114.98	$800.00
Reimbursements														$0.00	$0.00	
Miscellaneous			$19.99											$19.99	$1.67	
Rev Total	**$1,860.00**	**$1,338.65**	**$1,468.99**	**$2,422.50**	**$1,522.24**	**$6,565.91**	**$2,237.50**	**$406.58**	**$907.00**	**$0.00**	**$0.00**	**$0.00**		**$18,729.37**	**$2,588.53**	**$28,150.00**
Expense																
Food	$160.00	$152.64	$183.04	$66.33	$190.08			$344.66	$258.41				27%	$1,355.16	$112.93	$5,000.00
Rent	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00	$600.00				75%	$5,400.00	$450.00	$7,200.00
Utilities	$1,040.41	$1,190.27	$1,054.21	$904.49	$891.24	$628.57	$669.15	$737.83	$623.35				77%	$7,739.52	$644.96	$10,000.00
Insurance	$1,454.00												97%	$1,454.00	$121.17	$1,500.00
FIXED COSTS														$14,594		$18,700
Professional Services (Pest cntrl, cleaners, Accounting, Legal, Ads,	$39.06			$40.49		$135.47	$40.49						5%	$255.51	$21.29	$5,000.00
Miscellaneous		225.33	164.97					$89.22					24%	$479.52	$39.96	$2,000.00
Reimbursements														$0.00		
														$16,683.71	$1,390.31	$30,700.00
xfer to Invest														$0.00		$7,500.00
Expense Total	**$3,293.47**	**$2,168.24**	**$2,002.22**	**$1,611.31**	**$1,681.32**	**$1,364.04**	**$1,309.64**	**$1,771.71**	**$1,481.76**	**$0.00**	**$0.00**	**$0.00**		**$16,683.71**		**$38,200.00**
Net Income	**-$1,433.47**	**-$829.59**	**-$533.23**	**$811.19**	**-$159.08**	**$5,201.87**	**$927.86**	**-$1,365.13**	**-$574.76**	**$0.00**	**$0.00**	**$0.00**		**$2,045.66**		**$591.00**

APPENDIX C

FY 2024 and 2025 (2 Year)

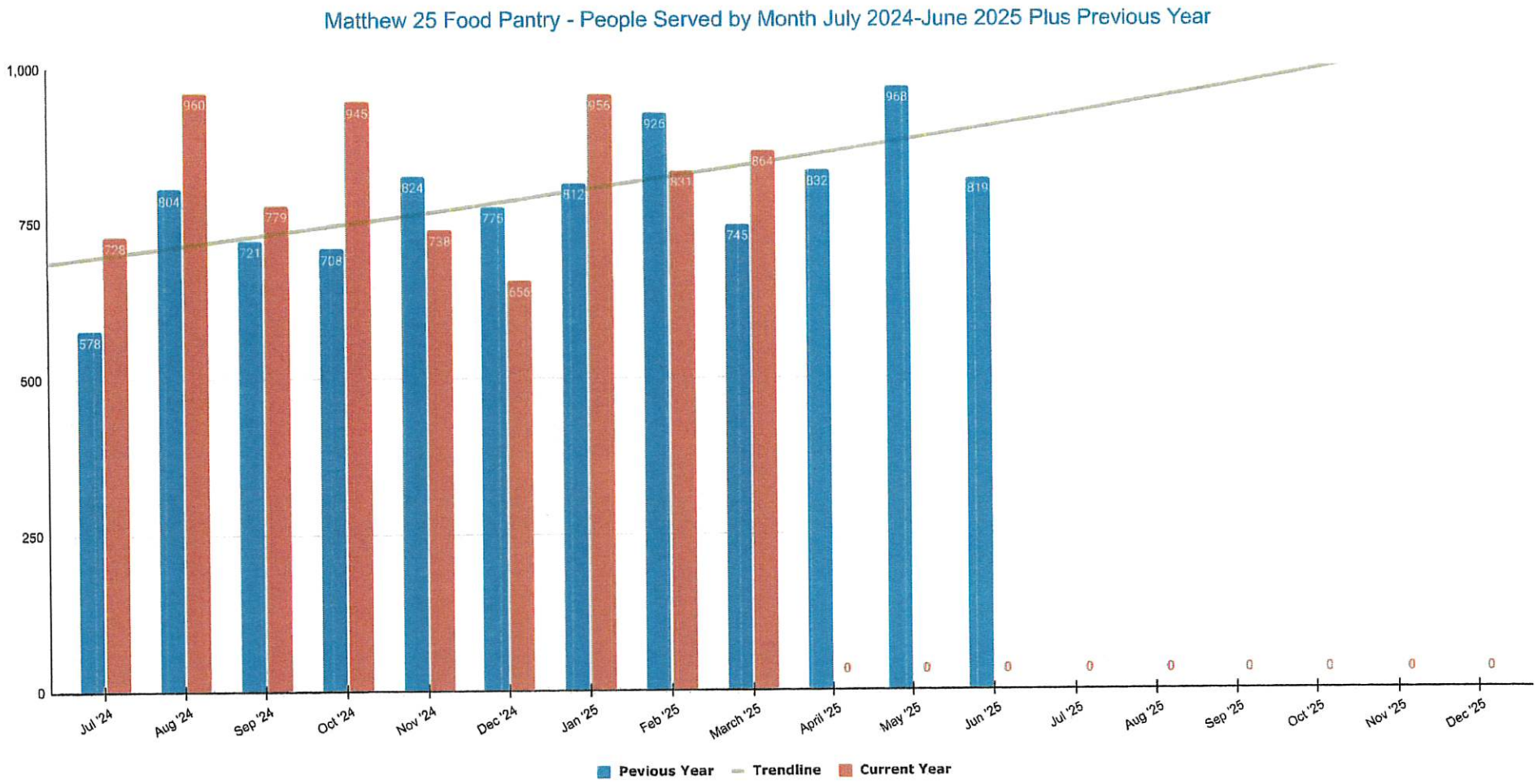
Matthew 25 Household participation statistics

Matthew 25 Participant Household Summary

Matthew 25 Participant Household Detailed Breakdown

Fiscal Year July - June		Previous Year People Statistics	People	% increase/ decrease annual	% increase/ decrease monthly	Households	Actual	% of total	Actual	% of total	Actual	% of total	Actual	% of total	Avg People		Avg Households
							Seniors		Adults		Children under 5		Children 5-18				
FY 24	Jul '24	578	728	25.95%	-	382	350	48.1%	226	31.0%	38	5.2%	114	15.7%	Qtr 1	Annual	Annual
FY 24	Aug '24	804	960	19.40%	31.9%	499	438	45.6%	332	34.6%	42	4.4%	148	15.4%			
FY 24	Sep '24	721	779	8.04%	-18.9%	418	392	50.3%	254	32.6%	32	4.1%	101	13.0%	822		
FY 24	Oct '24	708	945	33.47%	21.3%	496	453	47.9%	313	33.1%	32	3.4%	157	16.6%	Qtr 2		
FY 24	Nov '24	824	738	-10.44%	-21.9%	390	337	45.7%	251	34.0%	26	3.5%	124	16.8%			
FY 24	Dec '24	775	656	-15.35%	-11.1%	338	312	47.6%	206	31.4%	35	5.3%	103	15.7%	780		
FY 24	Jan '25	812	956	17.73%	45.7%	502	436	45.6%	326	34.1%	53	5.5%	141	14.7%	Qtr 3		
FY 24	Feb '25	928	831	-10.26%	-13.1%	452	389	46.8%	285	34.3%	32	3.9%	125	15.0%			
FY 24	March '25	745	864	15.97%	4.0%	429	390	45.1%	305	35.3%	49	5.7%	120	13.9%	884		
FY 24	April '25		0												Qtr 4		
FY 24	May '25		0														
FY 24	Jun '25		0												0	621	434
FY 25	Jul '25		0												Qtr 1	Annual	
FY 25	Aug '25		0												0		
FY 25	Sep '25		0												Qtr 2		
FY 25	Oct '25		0												0		
FY 25	Nov '25		0												Qtr 3		
FY 25	Dec '25		0												0		
FY 25	Jan '25		0												Qtr 3		
FY 25	Feb '25		0												0		
FY 25	March '25		0														
FY 25	April '25		0														
FY 25	May '25		0														
FY 25	Jun '25		0												0	0	
	FY2024 Totals	4,410	**7,457**			**3,906**	**3,497**		**2,498**		**339**		**1,133**				
	FY2025 Totals		**0**			**0**	**0**		**0**		**0**		**0**				
	Increase/decrease		3,047														

APPENDIX D


Matthew 25 Food Pantry - People Served by Month July 2024-June 2025 Plus Previous Year
1,000
750
500
250
0
578
728
804
960
721
779
708
945
824
738
775
656
812
956
926
841
745
864
832
0
968
0
819
0
0
0
0
0
0
0
Jul '24
Aug '24
Sep '24
Oct '24
Nov '24
Dec '24
Jan '25
Feb '25
March '25
April '25
May '25
Jun '25
Jul '25
Aug '25
Sep '25
Oct '25
Nov '25
Dec '25
Pevious Year
Trendline
Current Year

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 26, 2025

Agenda Item #: E.9

SUBJECT: Approval of the Records Inventory List for destruction
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: July 18, 2025
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Our Human Resources department has 8 boxes of records that are ready for destruction. Included in the packet is a list of records that can be destroyed as per the state records retention schedule 18.03-001. If approved by the governing body, all requirements will be followed to schedule a date for destruction of said records.

Recommendation:

Approve the Records inventory List for destruction.

Attachments:

- Records inventory List
-

-

Fiscal Impact (Finance): **TBD**

Click here to enter text.

Legal Review (City Attorney): Choose an item.

.

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
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CITY OF TRUTH OR CONSEQUENCES
RECORDS FOR DESTRUCTION

Department	Description of Record	Year of Record	Item # Authorizing Destruction	Archive Box Number	Date Destroyed
HR	Hiring & Recruitment	1997-2018	18.04.017	2025-01	
HR	Hiring & Recruitment	01/2017-12/2017	18.04.017	2025-02	
HR	Hiring & Recruitment	01/2018-12/2018	18.04.017	2025-03	
HR	Hiring & Recruitment	01/2019-12/2019	18.04.017	2025-04	
HR	Hiring & Recruitment	01/2020-12/2020	18.04.017	2025-05	
HR	Hiring & Recruitment	01/2018-12/2021	18.04.017	2025-06	
HR	Drug & Alcohol Testing	05/1988 & 01/1996 - 12/2002	18.04.006	2025-01	
HR	Hiring & Recruitment	01/2000 - 12/2000	18.04.017	2025-07	
HR	Hiring & Recruitment	01/2016 - 12/2018	18.04.017	2025-08	

New code	DESCRIPTION	Department	RETENTION
18.03.022	Reports - Accounting:	Finance	3 years after audit report
18.03.023	Signature Authorizations	Finance	1 year after close of fiscal year in which no longer authorized
18.03.024	Surplus and Disposal	Finance	3 years after audit report
18.03.025	Vendor Maintenance Files	Finance	3 years after file close
18.03.026	W-2 Reports	Finance	5 years after close of calendar year for which created
18.04.001	Background Investigation - Hired	Human Resources	3 years after employee terminated or retired *Confidential: 14-2-1D, NMSA 1978*
18.04.002	Background Investigations - Not Hired	Human Resources	3 years after investigation *Confidential: 14-2-1D, NMSA 1978*
18.04.003	Classification And Compensation Plan	Human Resources	3 years after superseded
18.04.004	Classification Study Files	Human Resources	10 years after study is superseded
18.04.005	Drug and Alcohol Abuse Program Files	Human Resources	3 years after close of fiscal year in which created
18.04.006	Drug and Alcohol Testing	Human Resources	1 year from date of determination *Confidential: 14-2-1.A, NMSA 1978*
18.04.007	Employee Eligibility Verification (FORM I-9) Files	Human Resources	3 years from date of hire or 1 year from date of separation of employment, whichever is later (8 CFR 274A.2) *Confidential: Portions of this record may be confidential pursuant, but not limited to, 5 USC, Section 552a (i.e., social security number).*
18.04.008	Employee Medical Records	Human Resources	3 years after employee terminated *Confidential: 14-2-1.A, NMSA 1978*
18.04.009	Employee Medical Records - Hazardous Materials	Human Resources	30 years after separation from employment
18.04.010	Equal Employment Opportunity (EEO) Statistics - Annual Printout	Human Resources	Permanent
18.04.011	Equal Employment Opportunity (EEO) and Affirmative Action - Compliance Files	Human Resources	5 years after file closed
18.04.012	Equal Employment Opportunity (EEO) and Affirmative Action - Other Records	Human Resources	2 years after date created *Confidential: 10-15-1, NMSA 1978.*
18.04.013	Equal Employment Opportunity (EEO) and Affirmative Action - Plans	Human Resources	3 years after issued or until no longer needed for reference
18.04.014	Equal Employment Opportunity (EEO) and Affirmative Action - Regulations and Policies	Human Resources	Until obsolete or superseded, then review for historical value
18.04.015	Grievance and Complaint Files, Employee	Human Resources	3 year after file closed
18.04.016	Group Insurance Employee Files	Human Resources	3 years after employee terminated or retired, or 3 years after termination of effective period. *Confidential: 14-6-1, NMSA 1978*
18.04.017	Hiring and Recruitment	Human Resources	3 years after file close
18.04.018	Human Resources Memoranda	Human Resources	Permanent

City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 23, 2025

Agenda Item #: E.10

SUBJECT: Re-appointment of Lisa Kent to the Planning & Zoning Commission.
DEPARTMENT: Clerk's Office
DATE SUBMITTED: July 18, 2025
SUBMITTED BY: Angela A. Torres, City Clerk
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Lisa Kent is a current member of the Planning & Zoning Commission. Ms. Kent's term expired on June 30, 2025. On July 14, 2025 the Planning & Zoning Commission unanimously recommended the re-appointment of Ms. Kent to serve another term on the board.

Recommendation:

Re-appointment to the board.

Attachments:

- Board Application
- -

Fiscal Impact (Finance): **No**

-

Legal Review (City Attorney): **N/A**

-

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 7-23-25

City of Truth or Consequences

City Boards Application

Name: Lisa Kent **Address:** 700 Charles St, TorC, NM

Phone: 719.221.2762 **Email:** lisakent73@gmail.com

I am interested in serving as a member of one the following Boards:

☐ Airport Advisory Board ☐ Public Arts Advisory Board ☐ Recreation/Golf Course Advisory Board

☐ Public Utility Advisory Board ☐ Library Advisory Board ☐ Impact Fee Board

☐ Lodger's Tax Advisory Board ☒ Planning & Zoning Commission

☐ Other: _____

My qualifications are:

This is my application for re-appointment to the P&Z board for TorC, NM. I have served for the last 2 years and would like to continue as a board member to continue to serve the city and plan for the future.

I hereby certify that my appointment to this board neither creates, nor should create, any conflict of interest for myself or the Board. I further confirm that any possible conflict of interest that may arise will be reported to the Board and the City Clerk.

Signature: _____ **Date:** _____

City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 23, 2025

Agenda Item #: E.11

SUBJECT: Re-Appointment of Sid Bryan to the Public Arts Advisory Board.
DEPARTMENT: Clerk's Office
DATE SUBMITTED: July 18, 2025
SUBMITTED BY: Angela A. Torres, City Clerk
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Mr. Bryan is a current member of the Public Arts Board. His term expired on June 30, 2025. On July 15, 2025 the Public Arts Board unanimously recommended the re-appointment of Mr. Bryan to serve another term on the board.

Recommendation:

Re-appointment to the board.

Attachments:

- Board Application
- -

Fiscal Impact (Finance): **No**

-

Legal Review (City Attorney): **N/A**

-

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -
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☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 7-23-25

ntinue to stay on the Board. Sid Bryan.

, Martinez, Katy <kmartinez@torcnm.org> wrote:

erm if you are still interested on serving the board if you could return the application or respond to this email confirming you are stil

7901

City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 23, 2025

Agenda Item #: E.12

SUBJECT: Re-Appointment of Cary "Jagger" Gustin to the Public Arts Advisory Board.
DEPARTMENT: Clerk's Office
DATE SUBMITTED: July 18, 2025
SUBMITTED BY: Angela A. Torres, City Clerk
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Mr. Gustin is a current member of the Public Arts Board. His term expired on June 30, 2025. On July 15, 2025 the Public Arts Board unanimously recommended the re-appointment of Mr. Gustin to serve another term on the board.

Recommendation:

Re-appointment to the board.

Attachments:

- Board Application
- -

Fiscal Impact (Finance): **No**

-

Legal Review (City Attorney): **N/A**

-

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 7-23-25

City of Truth or Consequences

City Boards Application

Name: CARY "JAGGER" GUSTIN Address: 203 MAIN ST TOR, NM 87901

Phone: 575-312-2050 Email: TAILORMAN53@YAHOO.COM

I am interested in serving as a member of one the following Boards:

☐ Airport Advisory Board ☒ Public Arts Advisory Board ☐ Recreation/Golf Course Advisory Board

☐ Public Utility Advisory Board ☐ Library Advisory Board ☐ Impact Fee Board

☐ Lodger's Tax Advisory Board ☐ Planning & Zoning Commission

☐ Other: _____

My qualifications are:

Per city ordinance the Sierra County Arts Council has 1 Automatic Board seat. By Agreement this is the Board Seat I Am Renewing for the next term

I hereby certify that my appointment to this board neither creates, nor should create, any conflict of interest for myself or the Board. I further confirm that any possible conflict of interest that may arise will be reported to the Board and the City Clerk.

Signature: _____ Date: JULY 3, 2025

City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 23, 2025

Agenda Item #: E.13

SUBJECT: Re-Appointment of Eduardo Alicea to the Public Arts Advisory Board.
DEPARTMENT: Clerk's Office
DATE SUBMITTED: July 18, 2025
SUBMITTED BY: Angela A. Torres, City Clerk
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Mr. Alicea is a current member of the Public Arts Board. His term expired on June 30, 2025. On July 15, 2025 the Public Arts Board unanimously recommended the re-appointment of Mr. Alicea to serve another term on the board.

Recommendation:

Re-appointment to the board.

Attachments:

- Board Application
- -

Fiscal Impact (Finance): **No**

-

Legal Review (City Attorney): **N/A**

-

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas7-23-25

City of Truth or Consequences

City Boards Application

Name: Eduardo Alicea

Address: 110 N. Broadway, TorC, NM 87901

Cell: 575-489-7129 **Office:** 575-894-0572 **e-mail:** riobravofa@gmail.com

I am interested in serving as a member of one the following Boards:

Public Arts Advisory Board

My qualifications are: I have a Bachelor Degree in Painting and Graphic Art from the Universidad Interamericana Recinto de San German, Puerto Rico. I have lived in Truth or Consequences and been involved in the artist community since 1999. My original involvement with the art community was through RioBravoFineArt, Inc. gallery as an assistant to the owner; since 2014 I have been the full owner of RioBravoFineArt, Inc. The gallery represents about two dozen artists and is advertised nationally with print publications and online postings. I feel that good public art is an important part of any urban environment, and that good public art improves life for the residents of T or C and promotes positive economic development for the community. My commitment to the community in general is reflected by my making the gallery space available for lectures, various community events, and fund-raising activities for local groups; I have served a term on the city zoning and planning commission.

I hereby certify that my appointment to this board neither creates, nor should create, any conflict of interest for myself or the Board. I further confirm that any possible conflict of interest that may arise will be reported to the Board and the City Clerk.

Signature: Eduardo Alicea **Date:** 6 July 2025

City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 23, 2025

Agenda Item #: E.14

SUBJECT: Re-Appointment of Andy Underwood to the Public Arts Advisory Board.
DEPARTMENT: Clerk's Office
DATE SUBMITTED: July 18, 2025
SUBMITTED BY: Angela A. Torres, City Clerk
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Mr. Underwood is a current member of the Public Arts Board. His term expired on June 30, 2025. On July 15, 2025 the Public Arts Board unanimously recommended the re-appointment of Mr. Underwood to serve another term on the board.

Recommendation:

Re-appointment to the board.

Attachments:

- Board Application
- -

Fiscal Impact (Finance): **No**

-

Legal Review (City Attorney): **N/A**

-

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -
Continued To: - Referred To: -
☐ Approved ☐ Denied ☐ Other: -
File Name: CC Agendas 7-23-25

City of Truth or Consequences

City Boards Application

Name: Andy Underwood Address: P.O. Box 31 T.o.C.

Phone: 575-740-7158 Email: dillwoodllc@gmail.com

I am interested in serving as a member of one the following Boards:

☐ Airport Advisory Board ☒ Public Arts Advisory Board ☐ Recreation/Golf Course Advisory Board

☐ Public Utility Advisory Board ☐ Library Advisory Board ☐ Impact Fee Board

☐ Lodger's Tax Advisory Board ☐ Planning & Zoning Commission

☐ Other: _____

My qualifications are:

existing board member

I hereby certify that my appointment to this board neither creates, nor should create, any conflict of interest for myself or the Board. I further confirm that any possible conflict of interest that may arise will be reported to the Board and the City Clerk.

Signature: _____ Date: 7-10-25