



# AGENDA

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
MARCH 17, 2021  
5:00 PM  
ATTEND VIRTUALLY

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## SPECIAL PROCEDURES FOR QUALITY OF LIFE COMMITTEE MEETING

**Attendance:** In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings in excess of those permitted in the current Public Health Order, the Quality of Life Committee meeting will be conducted virtually.

**Viewing:** Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

**Internet:** To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: <https://santafenmgov.zoom.us/j/91023070113?pwd=QTJrQjI3M2c3TFpCRjVaRkJKYU53UT09>.

**Passcode: 141109**

Attendees should use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.

**Phone:** To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 910 2307 0113 - Passcode: 141109**

Phone attendees should press \*9 to use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.

The agenda and packet for the meeting will be posted at <https://santafe.primegov.com/public/portal>.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **APPROVAL OF MINUTES**

# AGENDA

- a. Approval of the March 3, 2021 Quality of Life Committee Meeting Minutes.

## 6. ACTION ITEMS: CONSENT

- a. Request for the Approval of a Budget Adjustment Resolution in the Total Amount of \$569,885 for the budget transfer (BAR) of Community Service Division Youth staff positions and operating budget to the Recreation Division; (Kyra Ochoa, Community Health and Safety Director: [krochoa@santafenm.gov](mailto: krochoa@santafenm.gov) , 505-955-6603) **Committee Review:**

Quality of Life Committee: 03/17/2021

Finance Committee: 03/22/2021

Governing Body: 03/31/2021

- b. Request for Approval of Sole Source Purchase of EOD Robot from Northrop Grumman, Remotec, Inc. \$305,001 of Funds 100% Reimbursable from the 2019 State Homeland Security Grant Program. New Mexico Department of Homeland Security and Emergency Management. (Kyle Mason, Emergency Management Director: [kamason@santafenm.gov](mailto: kamason@santafenm.gov), 505-955-6704)

**Committee Review:**

Public Safety Committee: 3/xx/2021

Quality of Life Committee: 3/17/2021

Finance Committee: 3/22/2021

Governing Body: 3/24/2021

- c. Request for the Approval of a restated and amended Joint Powers Agreement establishing the Regional Coalition of Los Alamos National Laboratories (LANL) Communities by and among the incorporated County of Los Alamos, the City of Santa Fe, Santa Fe County, the City of Espanola, Rio Arriba County, the Town of Taos, Taos County, and the sovereign governments of the Pueblo of Ohkay Owingeh and the Pueblo of Jemez. (Kyle Mason, Emergency Management Director, [505-955-6704](tel: 505-955-6704), [kamason@santafenm.gov](mailto: kamason@santafenm.gov))

**Committee Review:**

Quality of Life Committee: 7/1/2020; 3/17/2021

Finance Committee: 3/1/2021



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Governing Body: 3/31/2021

- d. Request for Approval of Collective Bargaining Agreement (Union Contract) Between the Santa Fe Police Officer's Association and the City of Santa Fe. (Ben Valdez, Deputy Chief of Police, [bpvaldez@santafenm.gov](mailto:bpvaldez@santafenm.gov), 505-955-5040)

**Committee Review:**

Quality of Life Committee: 3/17/21

Finance Committee: 3/22/21

Governing Body: 3/31/21

- e. CONSIDERATION OF RESOLUTION NO. 2021-\_\_: A Resolution Supporting the Creation and Management of TreeSmart Santa Fe, a Comprehensive Tree Canopy Project in the City of Santa Fe. (Councilor Romero-Wirth and Councilor Cassutt-Sanchez) (Melissa McDonald, Acting Parks Division Director: [mamcdonald@santafenm.gov](mailto:mamcdonald@santafenm.gov), 955-6840)

**Committee Review:**

Quality of Life Committee: 3/17/21

Finance Committee: 3/22/21

Governing Body: 3/31/21

7. **PRESENTATIONS**

- a. CARES Act Small Business Impact & Future Federal/State Funding. (Rich Brown, Community Development Director: 505-955-6625, [rdbrown@santafenm.gov](mailto:rdbrown@santafenm.gov))

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Wednesday, April 7, 2021**

12. **ADJOURN**



City of Santa Fe

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**Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.**



# MINUTES

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
MARCH 03, 2021  
5:00 PM  
VIRTUAL MEETING

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## 1. CALL TO ORDER

Start Time: 5:01 PM

## 2. ROLL CALL

### Members Present:

Councilor Carol Romero-Wirth  
Councilor Renee Villarreal  
Councilor Michael Garcia  
Councilor Jamie Cassutt-Sanchez  
Councilor Chris Rivera

### Members Excused:

### Others Attending:

Jeff Norris, Legislative Liaison Assistant  
Jennifer Faubion, Council Liaison  
Jesse Guillen, Legislative Liaison  
Kyra Ochoa, Community Services Department Director  
Andrew Padilla, Chief of Police  
Ben Valdez, Attendee  
Christine Chavez, Attendee

## 3. APPROVAL OF AGENDA

**MOTION:** Councilor Cassutt-Sanchez moved, seconded by Councilor Garcia, to approve the agenda as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Romero-Wirth, Councilor Villarreal, Councilor Garcia, Councilor Cassutt-Sanchez, Councilor Rivera

# MINUTES

**Against:** None

**Abstain:** None

## 4. APPROVAL OF CONSENT AGENDA

**MOTION:** Councilor Garcia moved, seconded by Councilor Cassutt-Sanchez, to approve the consent agenda as amended.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Romero-Wirth, Councilor Villarreal, Councilor Garcia, Councilor Cassutt-Sanchez, Councilor Rivera

**Against:** None

**Abstain:** None

Councilor Jamie Cassutt-Sanchez wishes to be added as a cosponsor for item 6A.

Councilor Romero-Wirth moved item 6B from the consent agenda to the discussion agenda.

## 5. APPROVAL OF MINUTES

- a. Approval of February 17, 2021 Quality of Life Committee Meeting Minutes.

**MOTION:** Councilor Garcia moved, seconded by Councilor Villarreal, to approve the minutes as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Romero-Wirth, Councilor Villarreal, Councilor Garcia, Councilor Cassutt-Sanchez, Councilor Rivera

# MINUTES

**Against:** None

**Abstain:** None

## 6. ACTION ITEMS: CONSENT

- a. Consideration of Resolution No. 2021-\_\_: A Resolution Designating the City of Santa Fe, New Mexico as a Bee City USA Affiliate. (Councilor Romero-Wirth) (Christine Chavez, Water Conservation Manager; cychavez@santafenm.gov, 955-4219)

**Committee Review:**

Quality of Life Committee: 3/3/21

Public Works and Utilities Committee: 3/8/21

Water Conservation Committee: 3/9/21

Governing Body: 3/10/21

**MOTION:** Councilor Garcia moved, seconded by Councilor Cassutt-Sanchez, to approve the resolution as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Romero-Wirth, Councilor Villarreal, Councilor Garcia, Councilor Cassutt-Sanchez, Councilor Rivera

**Against:** None

**Abstain:** None

- b. CONSIDERATION OF RESOLUTION NO. 2021-\_\_: A Resolution Updating the Terms of Resolution 2020-29 to Extend the Duration of the Community Health and Safety Task Force Through the End of Calendar Year 2021, Allow Additional Task Force Members, Change the Task Force Composition, Exempt the Task Force From Certain Open Meetings Act Requirements, and Other Changes as Necessary. (Councilors Rivera and Villarreal) (Jennifer Faubion, Council Liaison; [jrfaubion@santafenm.gov](mailto:jrfaubion@santafenm.gov), 955-6033)

# MINUTES

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**Committee Review:**

Finance Committee: 3/1/21

Quality of Life Committee: 3/3/21

Public Works and Public Utilities Committee: 3/8/21

Governing Body: 3/10/21

Councilor Romero-Wirth moved item 6B from the consent agenda to the discussion agenda.

**MOTION:** Councilor Villarreal moved, seconded by Councilor Rivera, to approve the resolution as amended.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Villarreal, Councilor Garcia, Councilor Cassutt-Sanchez, Councilor Rivera

**Against:** Councilor Romero-Wirth

**Abstain:** None

**MOTION:** Councilor Rivera moved, seconded by Councilor Villarreal, to approve the amendment (Councilors Rivera and Villarreal amendment) as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Romero-Wirth, Councilor Villarreal, Councilor Garcia, Councilor Cassutt-Sanchez, Councilor Rivera

**Against:** None

**Abstain:** None

## 7. ACTION ITEMS: DISCUSSION



# MINUTES

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8. **PRESENTATION**

- a. Police Department Evidence Room Update. (Deputy Chief of Police Ben Valdez: bpvaldez@santafenm.gov, 505-955-5040)
- b. Police Department Staffing Update. (Police Chief Andrew Padilla: aapadilla@santafenm.gov, 505-955-5102)
- c. Community Health and Safety Department Reorganization Update. (Kyra Ochoa, Director of Community Health and Safety: krochoa@santafenm.gov, 505-955-6603)

9. **MATTERS FROM STAFF**

10. **MATTERS FROM THE COMMITTEE**

11. **MATTERS FROM THE CHAIR**

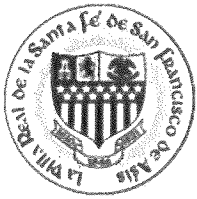
12. **NEXT MEETING: March 17 2021**

13. **ADJOURN**

End Time: 7:37

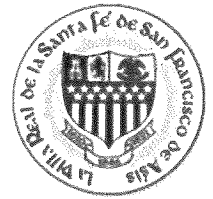
  
\_\_\_\_\_  
Liaison

\_\_\_\_\_  
Chair



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** February 24, 2021

**TO:** Jarel LaPan Hill, City Manager  
Bernadette Salazar, Human Resources Director  
Mary McCoy, Finance Director

**FROM:** Kyra Ochoa, Community Health and Safety Director *Kyra Ochoa*  
Gino Rinaldi, Interim Recreation Director *Gino Rinaldi* (Feb 26, 2021 08:41 MST)  
Julie Sanchez, Children Youth and Family Director *Julie Sanchez* (Feb 26, 2021 08:51 MST)

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### ITEM AND ISSUE:

The placement of the Youth and Family's Recreation program within the Community Health and Safety Department is being transferred from the Youth and Family Division to the Recreation Division. This included transferring the budget for staffing as well as non-personnel budget lines.

### BACKGROUND AND SUMMARY:

When the new Department of Community Health and Safety Department was formed, it was determined that the Recreation Division that used to be part of the Parks and Recreation Department would manage and oversee what was the Youth and Family Division's Recreation Program.

### FUNDING SOURCE:

The funding source is:

**Fund Name/Number:** General Fund/Fund 100, Recreation Programs, GCCC/550

**Munis Org Name/Number:** YFD Admin/100121, YFD Recreation Programs/2560123, GCCC Admin Ops, and GCCC Center Ops/5500263

**Munis Object Name/Number:** various

### ACTION REQUESTED:

Please approve the accompanying BAR to transfer estimated budget balances and Personnel Action (PA) forms to transfer Youth Specialist positions (Position IDs #120287, 120288, 120290, 120295, 120300) from the Youth and Family Division to the Recreation Division.



Log # (Finance use <i>only</i> ):	
Journal # (Finance use <i>only</i> ):	

## City of Santa Fe, New Mexico

### BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME				DATE	
Community Health and Safety/Community Services/Youth and Family				2/10/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<b>EXPENDITURES</b>				<i>(enter as positive #)</i>	<i>(enter as negative #)</i>
General Salaries	1000121	500110			(34,982)
FICA	1000121	503100			(2,677)
PERA	1000121	503150			(7,274)
Health Insurance	1000121	503200			(20,288)
RHC	1000121	503250			(700)
Workers Comp	1000121	503350			(731)
Dental Insurance	1000121	503400			(1,395)
Salaries (temporary)	2560123	500750			(151,134)
Service Contracts	2560123	510310			(6,610)
Instruction Services	2560123	510350			(18,500)
Operating Supplies	2560123	530200			(30,779)
Safety Supplies	2560123	530300			(1,200)
<b>REVENUES</b>				<i>(enter as negative #)</i>	<i>(enter as positive #)</i>
Contributions/Donations	5500261	470100		(10,000)	
Contributions/Donations	2560123	470100			10,000
Operating Transfer In	5500263	650100		(68,035)	
Operating Transfer In	5500263	650256		(250,825)	
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i> -Attach supporting documentation/memo				\$ (328,960)	\$ (266,258)

To Transfer 5 Youth Specialist Positions and Budget from Community Services YFD Recreation Programs (1000121 & 2560123) to Recreation GCCC Center Ops (5500263), for remaining FY 21.		(Complete section below if BAR results in a net change to ANY Fund)	
Fund(s) Affected	Fund Balance Increase/(Decrease)		
(Page 1 of 3)		TOTAL: 0	

Debora Trujillo Prepared By (print name)	2/10/2021 Date	(Use this form for Finance Committee/ City Council agenda items ONLY)	AJH Budget Officer
Division Director Signature (optional) Kyra Ochoa Kyra Ochoa (Feb 22, 2021 12:59 MST)		Date	
Department Director Signature		Date	
CITY COUNCIL APPROVAL City Council Approval Date: <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> Agenda Item #: <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>		Finance Director (≤ \$5,000) N/A City Manager (≤ \$60,000) N/A	
		Date	

Log # (Finance use only):	
Journal # (Finance use only):	

## City of Santa Fe, New Mexico

### BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
Community Health and Safety/Community Services/Youth and Family					2/10/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<b>EXPENDITURES</b>				(enter as positive #)	(enter as negative #)	
Food	2560123	530400			(34,847)	
Uniform and Clothing	2560123	530500			(6,000)	
Credit Card Fees	2560123	581700			(1,000)	
Printing and Publishing	2560123	581800			(700)	
Equipment/Machinery Rental	2560123	582600			(155)	
General Salary	5500263	500110		34,992		
FICA	5500263	503100		2,677		
PERA	5500263	503150		7,274		
Health Insurance	5500263	503200		20,266		
RHC	5500263	503250		700		
Workers Comp	5500263	503350		731		
Dental Insurance	5500263	503400		1,385		
<b>REVENUES</b>				(enter as negative #)	(enter as positive #)	
				\$ 68,035	\$ (42,702)	

**JUSTIFICATION:** (use additional page if needed)  
 -Attach supporting documentation/memo

To Transfer 5 Youth Specialist Positions and Budget from Community Services YFD Recreation Programs (1000121 & 2560123) to Recreation GCCC Center Ops (5500263), for remaining FY 21.

(Complete section below if BAR results in a net change to ANY Fund)	
Fund(s) Affected	Fund Balance Increase/(Decrease)
<b>TOTAL:</b>	<b>0</b>

(Page 2 of 3)

Debora Trujillo Prepared By (print name)	2/10/2021 Date	(Use this form for Finance Committee/ City Council agenda items ONLY)	See P.1 for signatures
		<b>CITY COUNCIL APPROVAL</b>	Budget Officer
		City Council	N/A
		Approval Date	Finance Director (≤ \$5,000)
		Agenda Item #:	N/A
			City Manager (≤ \$80,000)
See P.1 for signatures Department Director Signature		Date	Date

Log # (Finance use only):	
Journal # (Finance use only):	

## City of Santa Fe, New Mexico

### BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
Community Health and Safety/Community Services/Youth and Family					2/10/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<b>EXPENDITURES</b>				<i>(enter as positive #)</i>	<i>(enter as negative #)</i>	
Salaries(temporary)	5500263	500750		151,134		
Service Contracts	5500263	510310		6,610		
Instruction Services	5500263	510350		18,500		
Operating Supplies	5500263	530200		30,779		
Safety Supplies	5500263	530300		1,200		
Food	5500263	530400		34,847		
Uniform and Clothing	5500263	530500		6,000		
Credit Card Fees	5500263	561700		1,000		
Printing/Publishing	5500263	561800		700		
Equipment/Machinery Rental	5500263	562600		155		
Operating Transfer Out	1000121	750550		68,035		
Operating Transfer Out	2560123	750550		250,925		
<b>REVENUES</b>				<i>(enter as negative #)</i>	<i>(enter as positive #)</i>	
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 569,885	\$ -	

To Transfer 5 Youth Specialist Positions and Budget from Community Services YFD Recreation Programs (1000121 & 2560123) to Recreation GCCC Center Ops (5500263), for remaining FY 21.

<i>(Complete section below if BAR results in a net change to ANY Fund)</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
<b>TOTAL:</b>	
<b>0</b>	

(Page 3 of 3)

Debora Trujillo Prepared By (print name)	2/10/2021 Date	<i>(Use this form for Finance Committee/ City Council agenda items ONLY)</i>	See P.1 for signatures Budget Officer
Division Director Signature (optional)		Date	
See P.1 for signatures Department Director Signature		Date	

**CITY COUNCIL APPROVAL**

City Council Approval Date:

Agenda Item #:

Finance Director (s \$5,000)	Date
N/A	
N/A	
City Manager (s \$60,000)	Date

Signature: Kyra Ochoa  
Kyra Ochoa (Feb 22, 2021 12:59 MST)

Email: krochoa@santafenm.gov

Signature: AJH  
AJH (Feb 22, 2021 13:08 MST)

Email: ajhopkins@santafenm.gov









# Final BAR FY 21 to Recreation

Final Audit Report

2021-02-22

Created:	2021-02-22
By:	Debora Trujillo (dctrujillo@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsTDcx8rjKqVSVpV2IX4T3bvVzsTR7Zgk

## "Final BAR FY 21 to Recreation" History

-  Document created by Debora Trujillo (dctrujillo@ci.santa-fe.nm.us)  
2021-02-22 - 6:07:58 PM GMT- IP address: 63.232.20.2
-  Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature  
2021-02-22 - 6:08:23 PM GMT
-  Email viewed by Kyra Ochoa (krochoa@santafenm.gov)  
2021-02-22 - 6:40:20 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)  
Signature Date: 2021-02-22 - 7:59:31 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to AJH (ajhopkins@santafenm.gov) for signature  
2021-02-22 - 7:59:32 PM GMT
-  Email viewed by AJH (ajhopkins@santafenm.gov)  
2021-02-22 - 8:02:31 PM GMT- IP address: 104.47.65.254
-  Document e-signed by AJH (ajhopkins@santafenm.gov)  
Signature Date: 2021-02-22 - 8:08:00 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2021-02-22 - 8:08:00 PM GMT









# Memo for Melissa YP

Final Audit Report

2021-02-26

Created:	2021-02-26
By:	Anya Alarid (aalarid@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAo3AQLdAy4_dhMOXtBzk-2ShOtpWXCDMP

## "Memo for Melissa YP" History

-  Document created by Anya Alarid (aalarid@ci.santa-fe.nm.us)  
2021-02-26 - 3:31:01 PM GMT- IP address: 63.232.20.2
-  Document emailed to Gino Rinaldi (earinaldi@santafenm.gov) for signature  
2021-02-26 - 3:38:50 PM GMT
-  Email viewed by Gino Rinaldi (earinaldi@santafenm.gov)  
2021-02-26 - 3:41:19 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Gino Rinaldi (earinaldi@santafenm.gov)  
Signature Date: 2021-02-26 - 3:41:46 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature  
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-  Email viewed by Julie Sanchez (jjsanchez@santafenm.gov)  
2021-02-26 - 3:50:33 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)  
Signature Date: 2021-02-26 - 3:51:02 PM GMT - Time Source: server- IP address: 73.26.148.94
-  Agreement completed.  
2021-02-26 - 3:51:02 PM GMT



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** February 5, 2021

**TO:** Governing Body  
Finance Committee  
Public Safety Committee

**VIA:** Jarel LaPan Hill, City Manager  
Mary McCoy, Finance Department Director  
Fran Dunaway, Chief Procurement Officer  
Kyra Ochoa, Interim Community Health and Safety Director

**FROM:** Kyle Mason, Emergency Management Director

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### ITEM AND ISSUE:

Request for the Approval of Sole Source Procurement in the Total Amount of \$305,001 for one Andros F6B Robot; Northrop Grumman, Remotec, Inc.; Kyle Mason, [kamason@santafenm.gov](mailto:kamason@santafenm.gov), 505-955-6704.

### BACKGROUND AND SUMMARY:

At this time, the Police Department's EOD Team does not have a working F6 robot required by the FBI guidelines. The Police Department's current F6 robot has exceeded its operational lifespan and is no longer repairable due to its age. The purchased Andros F6B would be the current generation model needed to stay in compliance with the FBI guidelines. Each EOD team must have a working F6B robot to keep the certification with the FBI.

### PROCUREMENT METHOD:

The procurement method is a sole source procurement.

### FUNDING SOURCE:

Through the 2019 State Homeland Security Grant Program the City of Santa Fe has been awarded \$305,001 for the purchase of an EOD Robot. The State of New Mexico Homeland Security and Emergency Management has reviewed the City's Request for Approval (RFA) to purchase this item and approved its purchase.

The funding source is:

**Munis Org Name/Number:** Emergency Management/2212850

**Munis Object Name/Number:** Machinery & Equip./570500

### ACTION REQUESTED:

Emergency Management respectfully requests your review and approval.



## CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: US Department of Homeland Security

Procurement Title: 2019 State Homeland Security Grant Program

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☒ Grant

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Emergency Management Staff Name Kyle Mason

### Procurement Requirements:

*A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .*

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Kyle Mason Emergency Management Director 2/5/2021

Department Rep Printed Name (attesting that all information included) Title Date

  
Fran Dunaway (Feb 19, 2021 15:48 MST)

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.





# City of Santa Fe

## Summary of Contracts, Agreements, & Amendments

### Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☒ or CONTRACT AMENDMENT ☐

2 Name of Contractor New Mexico Department of Homeland Security and Emergency Management

3 Complete information requested ☐ Plus GRT  
☒ Inclusive of GRT

Original Contract Amount: \$382,666.00

Termination Date: June 30, 2021

☐ Approved by Council Date: \_\_\_\_\_

☐ or by City Manager Date: \_\_\_\_\_

Contract is for: 2019 State Homeland Security Grant Program Sub-Grant Agreement

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

☐ Approved by Council \_\_\_\_\_

☐ or by City Manager Date: \_\_\_\_\_

Amendment is for:

-----

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT

☒ Inclusive of GRT

Amount \$ 382,666.00 of original Contract# \_\_\_\_\_ Termination Date: 6/30/2021

Reason: 2019 State Homeland Security Grant Program Sub-Grant Agreement

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ \$382,666.00



## City of Santa Fe Summary of Contracts, Agreements, & Amendments

**5 Procurement Method of Original Contract:** (complete one of the lines)

RFP# \_\_\_\_\_ Date: \_\_\_\_\_

RFQ ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Other Competitive Application \_\_\_\_\_

**6 Procurement History:** First year of sub-grant agreement  
example: (First year of 4 year contract)

*Fran Dunaway*  
Fran Dunaway (Feb 19, 2021 15:48 MST)

**Purchasing Officer Review**

**Comments or Exceptions:** Entity to Entity 13-1-98A sub grant -Sole Source

**7 Funding Source:** New Mexico Department of Homeland Sec

**BU/Line Item:**

22852/560700;560200;560500;  
570800;570500

*Alexis Lotero*  
Alexis Lotero (Feb 19, 2021 14:42 MST)

**Budget Officer Approval**

**Comments or Exceptions:** \_\_\_\_\_

**8 Any out-of-the ordinary or unusual issues or concerns:**

\_\_\_\_\_  
(Memo may be attached to explain detail.)

**9 Staff Contact who completed this form:** Kyle Mason

Phone # 505-955-6704

**10 Certificate of Insurance attached.** (if original Contract) ☐

**Submit to City Attorney for review/signature**

**Forward to Finance Director for review/signature**

**Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).**

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

**Comments:**



# City of Santa Fe, New Mexico



## SOLE SOURCE REQUEST AND DETERMINATION FORM

This sole source request form **must** be submitted to the City of Santa, Purchasing Division for authorization, determination and processing by the Chief Procurement Officer (CPO).

*Please ensure to complete this form in its entirety - (\*) must be completed.*

\*Date: July 31, 2020

\*Prepared By Benjamin Valdez

\*Title Deputy Chief of Police

\*Vendor Name Northrop Grumman, Remotec, Inc.

\*Address: 353 JD Yarnell Industrial Parkway

\*City: Clinton

\*State: TN

\*Zip Code: 37716

\*Description of Goods/Service to be procured:

\*Estimated Cost:

\$305,001.00

Term of Contract:

(One (1) year from award)

\*Sole Source Request Justification Questions 1-4.

1. Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).

The current Andros F6 robot that Santa Fe Police maintains has been in service with our Department since 2004. The robot provided to SFPD was not new, it was from the FBI supply and had been in service for a period of time. The Andros robot has had numerous manufacturing updates changing its model from the Andros F6 to a fully updated F6B. The Andros F6 Robot is no longer manufactured. Our Andros F6 is unable to undergo a system update to become an F6B.

As for maintenance to keep the robot operational, since 2014 the robot has been rebuilt (2) times without updates. The repairs included repairs to the mother board and motors. The total number of times the Andros F6 robot was re-built is (4) times since 2004.

Unfortunately since 2017, many of the parts for our current F6 are now unavailable. The F6 robot is our main working robot because of its capabilities and is a requirement to stay certified with the FBI. The robot is currently non-operational. The deployment of a police officer to examine and disable a hazardous device instead of a robot is not an option and is an extreme safety hazard to our personnel.



# City of Santa Fe, New Mexico



2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.

X

The contractor has affirmed sole source for the services, construction or items of tangible personal property (*Attach memo from vendor*). Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or

X

Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract*) of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the “best” source or the “least costly” source. Those factors do not justify a “sole source.”) *Unique and how this uniqueness is substantially related to the intended purpose of the contract.*

REMOTEC is the sole manufacturer and distributor for the ANDROS line of hazardous duty robots including the VA1-J, Wolverine, FX, F6B, HDSEL and Titus robotic system and all related upgrades, radios, accessories, parts, refurbishment, service and training.

The ANDROS robots are in use by police departments, fire departments, first responders and organizations in 36 countries.

Some of these organizations include the U.S. military joint EOD forces, the Federal Bureau of Investigation and the U.S. Secret Service. The FBI utilizes Andros robots to train Law Enforcement personnel at their FBI Hazardous Devices School.

REMOTEC does not have any product dealers or resellers within the United States. All parts are sold and all maintenance is performed directly from REMOTEC's facility located in Clinton, Tennessee.

3. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

The Andros robot meets the specific requirements of the Federal Bureau of Investigations (FBI) for “Bomb Response Robot Capabilities- General Service Bomb Response Robot”. Although there are many different types of remote operated robots available, they do not meet all the specific requirements outlined by the FBI.





# City of Santa Fe, New Mexico



## \*Approvals:

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978 and shall be posted for a 30-day period prior to award.

Fran Dunaway 8/6/20 8/6/20  
Fran Dunaway (Aug 6, 2020 08:28 MDT)

Fran Dunaway, CPO Date  
Purchasing Officer for the  
City of Santa Fe

**Pursuant to the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. *This Sole Source determination will be valid for a period of one (1) year from the date of the award.***

Fran Dunaway 9/14/20 Sep 14, 2020  
Fran Dunaway (Sep 14, 2020 08:24 MDT)

Fran Dunaway, CPO Date  
Purchasing Officer for the  
City of Santa Fe

## \*Required Attachments:

*\*Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations),*

*\*Quote from sole source Contractor*

*\*Agenda Item to be presented to City Council if over \$60,000 for Professional Services and \$60,000 for Goods and Non-Professional Services*

***NORTHROP GRUMMAN***

Northrop Grumman Corporation  
Mission Systems

Remotec  
353 JD Yarnell Parkway  
Clinton, TN 37716

March 3, 2020

To Whom It May Concern,

REMOTEC is the sole manufacturer and distributor for the ANDROS line of hazardous duty robots including the VA1-J, Wolverine, FX, F6B, HDSEL and Titus robotic system and all related upgrades, radios, accessories, parts, refurbishment, service and training.

The ANDROS robots are in use by police departments, fire departments, first responders and organizations in 36 countries. Some of these organizations include the U.S. military joint EOD forces, the Federal Bureau of Investigation and the U.S. Secret Service.

REMOTEC does not have any product dealers or resellers within the United States. All parts are sold and all maintenance is performed directly from REMOTEC's facility located in Clinton, Tennessee. If you have any questions, please feel free to contact me at (865) 269-1165.

Sincerely,

*Bradley E. Callahan*

Brad Callahan  
Manager Andros Sales  
Remotec/Northrop Grumman  
353 JD Yarnell Parkway  
Clinton, TN 37716

# City of Santa Fe New Mexico

## Memo

**Date:** July 31, 2020  
**To:** Fran Dunaway, Purchasing Director  
**Via:** Andrew Padilla, Chief of Police *AP (8-3-20)*  
**From:** Ben Valdez, Deputy Chief of Police *B. Valdez 7/31/20*

### **ITEM AND ISSUE:**

Request sole source approval for purchase an Andros F6B robot: Northrop Grumman, Remotec, Inc., in the amount of \$305,001.00.

### **BACKGROUND AND SUMMARY:**

The Santa Fe Police Department maintains an Explosive Ordnance Disposal (EOD) team that is certified by the Federal Bureau of Investigations (FBI). The EOD team is 1 of 5 law enforcement EOD teams in the State of New Mexico and has been a demonstrated asset not only to the City of Santa Fe, but also to surrounding jurisdictions and the State of New Mexico.

The Andros F6 robot required for the team to be operational is no longer functional and is in need of immediate replacement. The equipment is needed to maintain the operational status of the EOD Team. SFPD was awarded grant funding to cover the cost of replacing the current F6 robot with a F6B robot which meets the requirements of the FBI guidelines. The purchase of the equipment will provide necessary equipment to manage situations involving hazardous devices, while preventing serious injury to members of our community and property damage.

### **ACTION RECOMMENDED:**

The Santa Fe Police Department respectfully requests your review and approval of Northrop Grumman, Remotec, Inc. as a sole source vendor for the Andros F6B robot.

# Police Sole Source Northrop Grumman

Final Audit Report

2020-08-06

Created:	2020-08-05
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXIQMYZhBfutL7w-BPICHJVS9ezVKyq5U

## "Police Sole Source Northrop Grumman" History



Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)

2020-08-05 - 11:52:40 PM GMT- IP address: 63.232.20.2



Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature

2020-08-05 - 11:54:01 PM GMT



Email viewed by Fran Dunaway (fadunaway@santafenm.gov)

2020-08-06 - 2:07:36 PM GMT- IP address: 104.47.64.254



Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)

Signature Date: 2020-08-06 - 2:28:25 PM GMT - Time Source: server- IP address: 63.232.20.2



Signed document emailed to jjchavez@santafenm.gov, YODEL CATANACH (yocatanach@ci.santa-fe.nm.us), Fran Dunaway (fadunaway@santafenm.gov), Kyle Mason (kamason@santafenm.gov), and 1 more

2020-08-06 - 2:28:25 PM GMT



POWERED BY  
Adobe Sign



REV: BX

**QUOTE**

**Domestic**

**FROM:**

Northrop Grumman, Remotec, Inc.  
353 JD Yarnell Industrial Parkway  
Clinton, TN 37716  
Attn: Brad Callahan 865-269-1165  
Phone: (865) 483-0228  
Fax: (865) 483-1426

**TO: Santa Fe Police Department**

Craig Davis  
2515 Camino Entrada

505-220-3618

cmdavis@santafenm.gov

REMOTEC Reference No. 7897

Date: 12-10-2020

Terms: Net 30 Days

Delivery: Subject to Receipt of  
Order ( Estimated to be 180 days  
after acceptance of order

**This pricing valid for 90 days.**

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
1	ANDROS F6B Vehicle Assembly Includes: -Arm Position Feedback with User Presets -Color Arm Camera with Auto Iris/Focus, Wide-Angle Lens and LED or IR Light with 40:1 Zoom -Surveillance Color Camera with LED or IR Light, 216:1 Zoom Lens and Pan/Tilt (Continuous Pan) -Black/White Drive Camera Assembly -24 Volt Battery Pack -Tool Kit -Pneumatic Wheel Kit One Operation/Maintenance Manual (CD-ROM) (Included in Item 1) 24 VDC Battery Charger Assembly (Included in Item 1) 2 1/2 Days Operator/Maintenance Training at REMOTEC (maximum class size is 6 people) (Included in Item 1) See Note (2) 2 1/2 Days Operator/Maintenance Training at Customer Facility See Note (3)	E2461-0100	1	\$ 140,794	\$ 140,794
		OM-F6B-001	1		
		B2450-0150-1	1		
		TRAINING-001			
		TRAINING-001		Get Separate Quote	
<b>CONTROL SYSTEM OPTIONS</b> (Controller and a Data Link must be chosen to make the robot functional)					
2	ANDROS Tabletop Controller Assembly: -Dimensions: 18 in. Deep X 22 in. Wide X 10 in. High -Powder Coated, Weather Resistant Enclosure -15 in. Self-Compensating, Daylight Readable LCD Monitor -Detachable Switchbox -12 VDC Battery -120 VAC Battery Charger (For Tabletop Battery) -AC/DC Operation	Consisting of the following: E3860-8460 E2460-8150 E3600-8106 CHGR-019 B3850-8132	1	\$ 17,294	\$ 17,294
3	TAC-1 ASSY.	D2461-8125		\$ 15,500	\$ -
4	TRUCK MOUNT ASSY. (for DC operation only)	D2461-8150-1		\$ 3,275	\$ -
5	TRUCK MOUNT ASSY. (for AC / DC operation only)	D2461-8150-2		\$ 3,975	\$ -
<b>DATA LINK OPTIONS</b>					

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
6	Digital Hybrid Radio Control Assembly (Includes case) (Requires frequencies prior to production)	C2456-8440-X	1	\$ 47,932	\$ 47,932
	Case for Hybrid Radio	CASE-024	1		
7	Vehicle Power Supply Upgrade Kit (Required on vehicles shipped prior to 2007 if purchasing hybrid radio.)	B2455-8590		\$ 1,995	\$ -
8	Radio Jumper Assembly (30 ft.)	B7055-8920		\$ 640	\$ -
9	Fiber Optic Cable Reel Assembly (1200 ft.) (Includes case)	C2455-8330	1	\$ 24,300	\$ 24,300
	Case for Fiber	CASE-004	1		
10	Spare Spool of Fiber Optic Cable (1200 ft.)	D7050-8323	1	\$ 2,273	\$ 2,273
<b>AUDIO/VIDEO OPTIONS</b>					
11	Camera Pan/Tilt Assembly (Can Be Used On Arm)	C3865-5030	1	\$ 3,796	\$ 3,796
12	Thermal Camera Pan/Tilt Assembly	C3875-5030	1	\$ 12,312	\$ 12,312
13	Rear Camera Kit	B2460-5140	1	\$ 1,155	\$ 1,155
14	Camera Sighting Kit Assembly	C7055-5140	2	\$ 850	\$ 1,700
15	Gripper Camera Mount Assy.	D3860-3085		\$ 868	\$ -
16	Gripper Held Search Camera	B3875-5130		\$ 2,200	\$ -
17	Laser Assembly	C7055-5170	3	\$ 325	\$ 975
18	Laser Filter Assembly	C7055-3830	2	\$ 835	\$ 1,670
19	High Intensity Light Assembly (includes battery & charger)	D7050-6015-1		\$ 1,495	\$ -
20	APD2000/MULTIRAE/ADM 300 Detector Mounting Kit	B7055-6080		\$ 2,740	\$ -
21	X-Ray Assembly (fits Golden X-Ray Systems) Works with drum & "bread-maker" style film	E7050-5800	1	\$ 1,660	\$ 1,660
22	Contamination Smear Assembly (For swab sampling)	C7045-7600		\$ 1,040	\$ -
<b>TOOLS</b>					
23	Receiver Grip Assy. (Gripper Block)	B2461-5850		\$ 225	\$ -
24	Pan Disrupter Mount Assembly	D2450-5360		\$ 1,095	\$ -
25	Dual Pan Disrupter Mount Assembly	D2450-5350	1	\$ 1,072	\$ 1,072
26	PAN Disrupter	DISRUPTER-003**		\$ 5,191	\$ -
27	PAN Disrupter Kit With Aluminum Stand	DISRUPTER-004-A**		\$ 6,922	\$ -
28	PAN Disrupter, T3, Titanium	DISRUPTER-005**		\$ 6,922	\$ -
29	PAN Disrupter Electric Breach	BRCH-ELEC-KIT-PAN		\$ 3,945	\$ -
30	Dual Disrupter Mount Assembly (for Royal Arms or Neutrex 29mm/20mm - Please Specify)	D2450-5250		\$ 1,803	\$ -
31	Shock Tube Initiator, One Channel	INIT-1CH-S		\$ 849	\$ -
32	Shock Tube Initiator, Two Channel	INIT-2CH-S		\$ 1,427	\$ -
33	Shock Tube Initiator, Four Channel	INIT-4CH-S	1	\$ 2,385	\$ 2,385
34	Charge Dropper Assembly (330 ft.)	C7055-5550		\$ 525	\$ -
35	37mm and 40 mm Breacher Mount Assembly	E7055-6090	1	\$ 3,400	\$ 3,400
36	Breacher, GL6, 40 mm, rifled barrel	BR-GL6-40MM**	1	\$ 5,410	\$ 5,410
37	Breacher, GL65, 40 mm, rifled barrel (long cartridge)	BR-GL65-40MM**		\$ 5,173	\$ -
38	Breacher-L6-37mm, smooth bore	BR-L6-37MM**		\$ 4,260	\$ -
39	Breacher-L8-37mm, smooth bore (long cartridge)	BR-L8-37MM**		\$ 4,391	\$ -
40	BR-SL65-37mm (Sage or Arwen Ammo only)	BR-SL65-37MM**		\$ 3,020	\$ -
41	Electric Breach T3 Disrupter	BREACH-ELECT-T3		\$ 3,334	\$ -
42	Striker Mount Assembly	E7055-6095		\$ 3,570	\$ -
43	Striker 12 Shotgun	STRIKER12**		\$ 1,844	\$ -
44	Picatinny Rail Claw Assembly	D7045-2726		\$ 1,630	\$ -
45	Picatinny Rail Cable Cutter Assembly	C7040-7030		\$ 446	\$ -
46	Circular Saw Assembly (Battery included)	D7056-7070-1		\$ 1,900	\$ -
47	Reciprocating Saw Assembly (Battery included)	D7056-7080-1		\$ 1,900	\$ -
48	Drill Assembly (Battery included)	D7056-7040-1		\$ 2,200	\$ -
49	F6 Receiver Hitch	B2455-7580	1	\$ 530	\$ 530
50	Drawbar Package (Does NOT include receiver hitch)	C2461-7590		\$ 780	\$ -
51	F6 Front/Rear Hitch Bundle Includes the following: 2 - Receiver Hitch	B2455-7580		\$ 3,695	\$ -

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
	1 - Water Disrupter Deployer Kit (Grip & Hitch compatible) 1 - Drawbar Package	C2461-7585 C2461-7590			
52	Ideal Electric release HEADD Hitch ( Requires Drawbar Package)	HITCH-001		\$ 2,055	\$ -
53	Ideal Mini Gander	MINIGANDER		\$ 10,275	\$ -
54	Gas Dispenser Mount	PEPPERSPRAYSYS		\$ 3,122	\$ -
55	Power Hawk Assembly Includes the following: - Power Hawk Unit - Power Hawk Kit - Case For Power Hawk <b>-Requires F6A Receiver Hitch</b>	E2455-7500-1  POWERHAWK-003  CASE-024	1	\$ 33,700	\$ 33,700
56	Water Disrupter Deployer Kit (Grip & Hitch compatible)	C2461-7585		\$ 1,950	\$ -
57	GRIPPER-DEPLOYED PAN/TILT CAMERA	ETS-IRECON		\$ 8,675	\$ -
58	BLOCK ACCESSORY TOOL SYSTEM	BATS3-REM-ANDROS		\$ 7,959	\$ -
59	KINOVA REMOTE ROBOTIC MANIPULATOR	KRX52		\$ 55,842	\$ -
60	KINOVA INTEGRATION KIT	2461-2500		\$ 3,193	\$ -
<b>MAINTENANCE</b>					
61	Spare Vehicle Battery Assembly	D2450-1600	1	\$ 751	\$ 751
62	Spare Controller Battery	BATTERY-009-FT		\$ 155	\$ -
63	F6B Emergency Spare Parts Kit	B2461-0164		\$ 24,657	\$ -
64	Semi-Annual Maintenance Kit	C2460-0153		\$ 875	\$ -
65	F6B Overhaul Kit	C2461-0158		\$ 15,555	\$ -
66	Second Year Extended Warranty Contract	MAINTENANCE-001		\$ 5,500	\$ -
67	Third Year Extended Warranty Contract	MAINTENANCE-001		\$ 5,500	\$ -
68	Fourth Year Extended Warranty Contract	MAINTENANCE-002		\$ 7,025	\$ -
69	Fifth Year Extended Warranty Contract	MAINTENANCE-002		\$ 7,025	\$ -
70	Sixth Year Extended Warranty Contract	MAINTENANCE-003		\$ 8,025	\$ -
71	Five Years of Extended Warranty (Years 2 through 6)	MAINTENANCE-005		\$ 27,945	\$ -
72	Standard Spare Track (each)	B2400-1013-FT		\$ 271	\$ -
<b>MISCELLANEOUS</b>					
73	Truck Cable Kit, 10' between Monitor and Data Link	B2455-8100-1		\$ 690	\$ -
74	Truck Cable Kit, 20' between Monitor and Data Link	B2455-8100-2		\$ 700	\$ -
75	Truck Cable Kit, 40' between Monitor and Data Link	B2455-8100-3		\$ 720	\$ -
76	J-32 Splitter (RS 232 / Tool)	B2455-5110		\$ 570	\$ -
77	Additional Operations & Maintenance Manual	OM-F6B-001		\$ 335	\$ -
78	Painted Machine	PAINT		\$ 6,900	\$ -
<b>Subtotal</b>					<b>\$ 303,109</b>
<b>Subtotal (Total From Misc. Items) (See attachment if greater than 0)</b>					<b>\$ 242</b>
<b>PACKAGING &amp; FREIGHT</b>					
79	Customer Pick-up				
80	Packaging in Reusable Shipping Crate	CRATE-002	1	\$ 1,050	\$ 1,050
81	Ship Items	FREIGHT	1	\$ 600	\$ 600
<b>Shipping &amp; Handling Subtotal</b>					<b>\$ 1,650</b>
<b>Other charges/discounts</b>					<b>\$ -</b>
<b>TOTAL Sale Price</b>					<b>\$ 305,001</b>

\*\* This item requires the customer to obtain the required ATF/FCC Licensing, which may result in product and/or delivery delays. Remotec is not responsible for any delays including delivery as a result of any ATF or FCC licensing requirement

- 1.) Prices are based upon acceptance of Remotec's Terms and Conditions (attached). Any deviation from these conditions may
- 2.) Pricing does not include any taxes, fees, or other related items unless specifically called out.
- 3.) Customer is responsible for all import and export taxes from origin to destination

NOTE: Acceptance of order may be delayed with negotiating terms and conditions, acquiring customer order details, acquiring email approval from Stephanie Bailey Contract Administrator *Cynthia Williams*



**REMOTEC, INC.- DOMESTIC**

FROM: Northrop Grumman, Remotec, Inc.  
 353 JD Yarnell Industrial Parkway  
 Clinton, TN 37716  
 Attn: Brad Callahan 865-269-1165  
 Phone: (865) 483-0228  
 Fax: (865) 483-1426

TO:  
 Santa Fe Police Department  
 Craig Davis  
 2515 Camino Entrada  
 505-220-3618  
 cmdavis@santafenm.gov

REMOTEC Reference No. 7897

Date: 12/10/2020

Terms: Net 30 Days

Prices are F.O.B. Origin  
 Clinton, TN

Delivery: 180 days or less  
 After Acceptance of Order  
**(For Multi-Vehicle Orders  
 Check With Sales Dept.)**

This pricing is valid for 90 days.

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
1	Switchbox Modification				\$ -
A	Labor To Modify	LABOR2	2	\$ 110.00	\$ 220.00
B	Switchbox Software Chip PSD311	ICPSD311-15L	1	\$ 22.00	\$ 22.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

**TOTAL COST**

**\$ 242.00**

(1) Prices listed are for sales in U.S.A. only. Export prices are available upon request.

(2) Additional pricing available upon request for off-site training at customer's facility.

(3) Please see REMOTEC's terms and conditions for details on our 1 year limited warranty.

Extended Service contracts are available. Please see the Extended Service Tab for details of coverage.

(4) Prices are based upon acceptance of REMOTEC's Terms and Conditions (attached).

Any deviation from these conditions may result in a price increase.

(5) Remotec reserves the right to substitute the latest production part for items purchased. This may be equal or substantially better than the part shown as ordered.

(6) Training included in Robotic unit purchases expire if unused one year from delivery date of the Robotic unit.

(7) Multiunit sales will earn training classes based on the formula of one free class for every five units purchased ( rounded up)

**NOTE: "Acceptance of order may be delayed while negotiating terms and conditions, acquiring customer order details, acquiring radio frequencies, and resolving any other unforeseen issues which may require resolution prior to scheduling the production of items ordered.**

# REMOTE<sup>®</sup>

## DOMESTIC SALES TERMS AND CONDITIONS

### A. DEFINITIONS

"Seller" means REMOTEC, Inc.

"Buyer" means the other party to this agreement that is purchasing the goods subject to these terms and conditions.

### B. ACCEPTANCE/AGREEMENT

All orders are subject to factory acceptance. Additional or different terms or any attempt by the Buyer to vary, in any degree, any of the terms of this sales agreement form shall be deemed material and are objected to or rejected, but this sales agreement form shall not operate as a rejection of the Buyer's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods.

### C. LIMITED WARRANTY

Seller covenants and agrees that the work and equipment delivered under this order shall be free from defects in material and workmanship at the time of delivery. Whenever Seller is acting as a reseller of the products of another manufacturer, Seller provides this warranty solely as a "pass-through" warranty on behalf of the original equipment manufacturer (OEM). Seller will, at its sole options, repair, correct, or replace (or facilitate such repair, correction or replacement by the OEM), F.O.B. point of manufacture, any such work or equipment which proves to be defective, provided that Seller is given written notice of any such defect no later than one (1) year after being shipped (as hereafter defined) by Seller. Seller will conduct the defect investigation of the work and/or equipment at the installation site and repair, correct or replace the defective item at such site or at its designated facility. Repair correction or replacement in the manner provided above shall constitute complete fulfillment of all Seller's obligations under this assurance. Such assurance shall not apply to design or to any equipment or parts which have been subjected to accident, misuse or unauthorized alteration, to normal wear (which includes components with innately limited life), or to defects caused by not complying with Seller's installation and service requirements (if the failed equipment or parts were not installed by Seller).

This assurance shall apply to and include the correction of Technical Data pertinent to defective work and equipment to the extent delineated hereinabove, but in no event to include computer software.

If the repair, correction or replacement of work, or equipment is not within the scope of this clause, then Seller shall require a separate purchase order from the Buyer perform the work.

The warranty provided by Seller herein is exclusively limited to the products manufactured by Seller, specifically the REMOTEC® ANDROS Robot. Warranties, if any, associated with all other products are exclusively and expressly limited to those warranties provided by the manufacturers of such products which are by their terms available to Seller's customers.

The installation or use of any third party accessory, assembly, radio and or tool not tested and approved by Seller's for use on Seller products will cause the warranty on the Seller's products to be voided.

**THE FOREGOING COVENANTS ARE EXCLUSIVE AND ARE IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS, STATUTORY OR IMPLIED. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.**

### D. CANCELLATION/TERMINATION

The Buyer may terminate this order in whole or in part for its convenience upon written notice to Seller in which event Seller shall be entitled to termination charges consisting of a percentage of the order price reflecting the percentage of the work performed prior to termination plus actual direct costs resulting from termination.

### E. PROPRIETARY INFORMATION

All drawings, diagrams, specifications, and other materials furnished by Seller and identified as proprietary, relating to the use and service of articles furnished hereunder and the information therein, are proprietary to Seller (or in cases where Seller is acting as a reseller, such information is proprietary to the OEM). Buyer may not reproduce or distribute such materials except to Buyer's employees who may use the articles as part of their duties. Seller will treat drawings, specifications, or data furnished by Buyer in connection with this order as proprietary, when identified as such, in connection with this purchase.

### F. DELIVERY/ACCEPTANCE

The promised delivery date is the best estimate possible based upon current and anticipated manufacturing capabilities of when the product will be shipped. Seller assumes no liability for loss, damage, or consequential damages due to delay.

### G. CLAIMS/NOTICE OF DEFECTS

Failure of the Buyer to object in writing to any merchandise within 30 days after receipt thereof will constitute complete acceptance by Buyer of such merchandise. Rejected material must be returned to Seller, F.O.B. Origin, within 45 days after receipt and with prior authorization from Seller. Seller may (at its option) recondition or replace the rejected material to meet Buyer's specifications within a reasonable time period after receipt. Claims for shipping damage must be made with the carrier.

### H. FORCE MAJEURE

Fulfillment of this order is contingent upon the availability of materials. Seller shall not be liable for any delay in delivery or for non-delivery in whole or in part caused by the occurrence of any contingency beyond the control of either Seller or suppliers to Seller including but not limited to war, sabotage, acts of civil disobedience, failure or delay in transportation, act of any Government or agency or subdivision thereof, judicial action, labor dispute, fire, accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake, acts of God, shortage of labor, fuel, raw material or machinery, or technical failure where Seller has exercised ordinary care in the prevention thereof.

### I. PAYMENT TERMS

Domestic: Seller's payment terms are Net 30 days based on credit approval.

Seller may, at any time, suspend performance of any order or require payment in cash, security, or other adequate assurance satisfactory to Seller when, in Seller's opinion, such action warrants. Seller reserves the right to assess late charges on US accounts due past 30 days at the rate of 18% per annum. All goods delivered by Seller shall remain the property of Seller until the Buyer has paid in full for these goods.

On certain vehicle orders, if mutually agreed between Seller and Buyer, Seller may hold completed vehicle(s) or other products in its facility pending training. If Seller holds completed vehicle(s) or other products to facilitate user training, the vehicle(s)/products will be deemed to have been shipped in

# REMOTEC®

## DOMESTIC SALES TERMS AND CONDITIONS

place, and Seller will issue an invoice to Buyer for said vehicle(s)/products. If at Buyer's request or to meet Buyer's requirements, training is scheduled to occur more than 30 days after vehicle/product completion, Seller may, at its discretion, charge Buyer a storage fee of \$50.00 per month per vehicle, or \$50.00 per month per other end item, and assess late charges in accordance with Domestic terms as stipulated herein.

International: All payments to Seller are required to be fully paid in advance at the time of contract acceptance by Seller, or secured by a Confirmed Letter of Credit for the full amount of the contract negotiable at Seller Bank's counter. If a Letter of Credit is used, payment terms are 60% of contract value due upon contract acceptance by Seller, and the remaining 40% due within 30 days of successful inspection of completed product at Seller's location for all international orders with a value greater than \$1,000 US. All draws against the Letter of Credit by Seller shall be made upon written certification by Seller that the contract has been accepted, or that the product has been successfully inspected and is ready for shipment, and no other conditions on the draw shall be required. Late charges will be assessed on international accounts due past 30 days at the rate of 20% per annum.

### J. REMEDIES IN THE EVENT OF CANCELLATION OR DEFAULT

In the event the Buyer cancels this order, or becomes overdue on its account payable to Seller by failing to pay for this order when due in accordance with the terms hereof, in addition to the charges assessed to the Buyer pursuant to Paragraphs D and I of this Agreement, the Buyer shall be required to pay all costs of collection, including, whether suit be brought or not, attorney fees, court costs, collection expenses, and other expenses which Seller may incur or pay in the prosecution of defense of its rights hereunder, whether in judicial proceedings at law or in equity, including bankruptcy court and appellate proceedings, or whether out of court.

### K. GENERAL PROVISIONS

Any cause of action arising from this agreement, or breach of it, must be commenced after the cause of action occurs within the statute of limitations period allowed under applicable law. Seller reserves the right to correct any stenographical or clerical errors in any of the writings issued by it. The terms and conditions of sale and any description on the face of Seller's writings constitute a complete and exclusive statement of the terms and conditions of the sale of the goods by Seller to Buyer. Buyer may not assign any rights to, or delegate any performance owed under the agreement without the written consent of Seller, which shall not be unreasonable withheld.

### L. LIMITATION OF LIABILITY

Notwithstanding any contrary provision contained in this or any other agreement, Seller shall not be responsible to Buyer in contract or tort (including negligence) or otherwise for any indirect, incidental, special or consequential damages of whatsoever nature, or for attorney's fees, loss of use, loss of market share, or lost profits however these are characterized. Seller shall not be liable to Buyer for an amount which in combination with all claims by Buyer against Seller under this agreement exceeds the value of this sales agreement. In any event, the liability of Seller to Buyer, whether in contract, tort (including negligence) or under any warranty, or otherwise, is exclusively limited to the remedies expressly provided under the terms of this agreement, in lieu of any and all other remedies at law or in equity.

### M. COMPLIANCE WITH LAW

Buyer agrees to comply with all applicable U.S. Government, state, and local statutes, laws, and regulations, including without limitation the Arms Export Control Act, Foreign Corrupt Practices Act, Federal Aviation Administration (FAA) regulations on the use and operation of Unmanned Aircraft Systems (UASs), and all applicable export regulations, and hereby agrees to indemnify and hold harmless Seller from any and all liability, loss, or damage caused by Buyers' violation of any such statutes, laws, or regulations.

### N. INDEPENDENT CONTRACTOR

Under the provisions of this Agreement, the parties shall act solely as independent contractors, and nothing contained herein, express or implies, shall at any time be construed to create any other relationship.

### O. APPLICABLE LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee, except with regard to its rules concerning choice of law.

### P. SHIPPING POINT

All goods are shipped FOB Clinton, Tennessee 37716, United States of America.

### Q. PRODUCT OPERATION

Buyer shall be solely responsible for the proper use of all products, shall comply with all applicable laws and regulations in its operations per Paragraph M above, shall strictly adhere to the instructions in all applicable operation and maintenance manuals, and shall properly train its operators in the safe use of all products.

### R. INDEMNIFICATION FOR USE

Each Party shall be responsible for and bear the costs of all claims including third party claims, liabilities, losses or damages, arising from each Party's respective negligent or intentional acts or omissions under the Order or use of product(s) delivered under the Order.

### S. EXPORT

The Buyer shall not re-export or transfer any export-controlled goods or information (e.g. technical data) from the United States ("U.S.") to any non-U.S. person, country, government, or entity without first complying with all the requirements of the ITAR or EAR, as applicable. Any Party requesting U.S. Government authorization to export export-controlled information provided by the other Party under this agreement must first obtain the disclosing Party's written consent. Written consent by the disclosing Party, however, shall not relieve the other Party of its obligations to comply with U.S. export control laws and regulations.

**RESTATED AND AMENDED JOINT POWERS AGREEMENT  
ESTABLISHING THE REGIONAL COALITION OF LANL COMMUNITIES BY  
AND AMONG THE INCORPORATED COUNTY OF LOS ALAMOS, THE CITY  
OF SANTA FE, SANTA FE COUNTY, THE CITY OF ESPANOLA, RIO ARRIBA  
COUNTY, THE TOWN OF TAOS, TAOS COUNTY AND THE SOVEREIGN  
GOVERNMENTS OF THE PUEBLO OF OHKAY OWINGEH AND THE PUEBLO  
OF JEMEZ**

THIS RESTATED AND AMENDED JOINT POWERS AGREEMENT (the "Agreement") is entered into by and among the Incorporated County of Los Alamos, New Mexico, the City of Santa Fe, New Mexico, Santa Fe County, New Mexico, the City of Espanola, New Mexico, Rio Arriba County, New Mexico, the Town of Taos, New Mexico, [and] Taos County, New Mexico, Ohkay Owingeh Pueblo and the Pueblo of Jemez (each a "Party" or "Member" and, together, the "Parties" or "Coalition Members").

**RECITALS**

WHEREAS, the Parties are political subdivisions of the State of New Mexico (the "State") or sovereign federally recognized Indian Tribal Governments, and

WHEREAS, Los Alamos National Laboratory ("LANL") is one of the largest employers in northern New Mexico and a critical economic driver in the region; and

WHEREAS, the local economy and environment of each of the Parties is affected by LANL's activities and programming; and

WHEREAS, the Parties share a common interest in assuring that LANL's missions remain sustainable and diversified, while assuring protection of the environment; and

WHEREAS, the Parties share the goals of engaging LANL, the U.S. Department of Energy, the State of New Mexico, and other government agencies with respect to local concerns about LANL's activities, and of increasing the Parties' ability to participate in and influence federal and state government decision-making affecting LANL; and

WHEREAS, as described in Section 2 of this Agreement, the Parties have common powers with respect to promoting economic development, cultural and educational activities, and environmental protection for the benefit of their citizens; and

WHEREAS, the Parties are authorized by the Joint Powers Agreements Act, Sections 11-1-1 through 11-1-7 NMSA 1978 (the "Act"), to create a joint powers authority for the purpose of exercising powers common to the Parties specified in this Agreement; and

WHEREAS, the Parties desire to create a joint powers agency pursuant to the Act to carry out the purposes described in this Agreement in accordance with the terms and conditions set out below.

**AGREEMENT**

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. Creation of Regional Coalition of LANL Communities. The Parties hereby

create the Regional Coalition of LANL Communities (“Regional Coalition” or “Coalition”), which is a political subdivision separate from the Parties, which shall act on behalf of the Parties with respect to the subject matters of this Agreement. The Coalition is a political subdivision of the state of New Mexico.

2. Authority of the Regional Coalition. The Regional Coalition shall have the authority to exercise the following powers common to the Parties in accordance with New Mexico state law with respect to LANL and LANL-related activities and issues:

A. Promotion of economic development, including:

- (i) promotion of new missions for LANL that the citizens of the Coalition Members support;
- (ii) advocacy of long-term stable funding of LANL missions;
- (iii) promotion of new and diverse scientific endeavors at LANL, focusing on employment and educational opportunities within the Coalition Members' jurisdiction;
- (iv) support of business incubation and business development on non-federal lands;
- (v) support of workforce training and development; and
- (vi) promotion of awareness of LANL and its contributions toward and impact on the region.

B. Promotion and coordination of environmental protection and stewardship, including:

- (i) clean-up activities and site maintenance to ensure consistency with community values and future use goals;
- (ii) planning activities to address future use goals, stewardship needs and obligations, and prevention of future contamination;
- (iii) evaluation of cleanup planning, implementation and oversight for protection of workers and neighboring communities.

C. Participation in regional planning, including:

- (i) evaluation of policy initiatives and legislation for impacts on Coalition Members;
- (ii) development of long-term relationships between local, state and federal officials and LANL officials;
- (iii) coordination of regional planning with LANL strategic



initiatives and other advocacy organizations and initiatives.

D. Evaluation of policy initiatives and legislation for impact on the Regional Coalition, including:

(i) Participation in public comment and outreach initiatives to influence decision-making concerning LANL activities;

(ii) Advocacy in state and federal legislative process and administrative proceedings.

E. In exercising the common powers of the Parties described in Subsections (A) through (D) of Section 2 above, the Regional Coalition shall have the additional common powers to:

(i) enter into contracts, including office leases and personal property rental agreements, but shall not acquire or own any real property, vehicles, or debt;

(ii) acquire office equipment and supplies and other personal property as necessary to accomplish the purposes of this Agreement;

(iii) contract with an executive director, legal counsel, experts, and administrative staff, as necessary; provided, however, the Coalition shall not hire employees;

(iv) develop and adopt an annual budget for operations, and bill and collect payments from Coalition Members in accordance with this Agreement and the duly adopted annual budget, subject to Section 5(C);

(v) establish bylaws and policies to govern its affairs, including policies relating to fiscal management, travel, reimbursement, and annual audits, subject to Section 5(C);

(vi) receive, deposit, expend, and invest public monies, subject to Section 5(C);

(vii) lobby state and federal officials, but only to the extent consistent with state and federal law and grant requirements;

(viii) apply for and to receive state, federal, and other grants, appropriations, and donations, subject to Section 5(C);

(ix) sell any of the Regional Coalition assets deemed by the Board to be unnecessary, excess, obsolete, or scrap in accordance with New Mexico state law, subject to Section 5(C);

(x) sue and be sued in any court of competent jurisdiction, subject to the limitations and immunities under New Mexico state law, including without limitation, the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978: and

(xi) do any and all other lawful things that are reasonably necessary and appropriate to carry out the purposes of this Agreement and exercise the express common powers of the Parties specified above; and

3. Regional Coalition Board of Directors.

The Regional Coalition shall be governed by a board of directors (the "Board") who shall be appointed as follows:

A. The governing body of each Party shall appoint a director, who shall be an elected public official of that Party, with current experience in strategic planning, economic development, environmental protection or the legislative process.

B. The governing body of each Party shall appoint replacement directors to fill vacancies in the board position appointed by that Party. Such replacement directors shall have the qualifications described in subsection A of this Section 4.

C. Each Director shall have a term of office as specified by the governing body of the Party appointing that Director. Directors may be reappointed for additional terms as determined by the Party appointing that Director.

D. The governing body of each Party shall appoint at least one and no more than two alternates (each an "Alternate Director") to serve as a director in the absence of the Director. An Alternate Director shall have the qualifications described in subsection A of this Section 4, except that the Alternate Director may be either an elected official or an employee of the Party represented by the Party appointing the Alternate Director.

4. Meetings and Duties of the Board.

A. Meetings of the Regional Coalition shall be held at least quarterly and at such additional times and in such locations as the Board determines.

B. Meetings shall be held in compliance with the New Mexico Open Meetings Act, Sections 10-15-1 through 10-15-4 NMSA 1978.

C. A majority of directors shall constitute a quorum for the transaction of business. A majority vote of the quorum shall be required for the adoption of resolutions, bylaws, policies and plans; to enter into contracts and leases; to make purchases over \$2,500; to adopt an annual budget; appoint officers of the Board; delegate authority; and to take any other official action on behalf of the Board.

D. The Board shall:

(i) adopt bylaws, which shall not be inconsistent with this Agreement and which shall (among other things) govern the selection, duties, removal, and replacement of Board officers, conflicts of interest, conduct of meetings, compliance with the Open Meetings Act, voting, formation and conduct of subcommittees, amendments, and reporting;

(ii) appoint officers of the Board, which shall include a chair, vice chair, treasurer, and secretary, who shall serve one-year terms;

(iii) adopt written resolutions, plans, strategies, and policies to carry out the purposes of this Agreement and govern the exercise the Parties' common powers specified in Subsections (A), (B), (C), (D), and (E) of Section 2, including a code of conduct, and travel, per diem, and expense reimbursement policies;

(iv) develop an annual budget for each fiscal year, which shall begin on July 1 and end on June 30 of the following year;

(v) comply with all federal, state, and other grant accounting, expenditure, and reporting requirements;

(vi) delegate its authority and duties under this Agreement, as necessary and appropriate, to a Member, subcommittee, executive director or other contractor, including the task of developing proposed bylaws, plans, strategies, policies, budgets, and other materials to be proposed and considered for adoption by the Board in accordance with this Agreement;

(vii) keep minutes of its meetings in accordance with the Open Meetings Act, including posting on the organization website after they are approved by the board;

(viii) assure that none of the revenues of the Regional Coalition inure to the benefit of any individual or entity, except as compensation for services rendered or payment for goods, property or legal rights, or reimbursement of expenses.

(ix) to the extent applicable to the Board's activities, comply with all laws applicable to political subdivisions of the state of New Mexico.

## 5. Fiscal Agent.

A. As soon as practicable after approval of this Agreement by the New Mexico Department of Finance and Administration ("DFA"), the Board shall enter into an agreement ("Fiscal Agent Agreement") with a Member of the Coalition to serve as the Coalition's fiscal agent. The Fiscal Agent Agreement shall describe the duties of the fiscal agent, consistent with this Agreement.

B. The Board shall adopt by resolution policies and procedures prepared by the fiscal agent to assure the Coalition complies with all laws applicable to political subdivisions of the state of New Mexico governing the receipt, expenditure, investment, budgeting, depositing, and accounting of public money ("Fiscal Policies"). The Board may incorporate into its Fiscal Policies the policies and procedures of any Member that is also a political subdivision of the state of New Mexico.

C. The fiscal agent shall follow generally accepted accounting principles (GAAP) and shall maintain strict segregation of Coalition funds from other funds managed by the fiscal agent, and shall strictly account for and segregate federal funds from non-federal funds.

D. The fiscal agent shall provide for strict accountability of all receipts and disbursements of Coalition funds in accordance with NMSA 1978, Section 11-1-4 of the Joint Powers Agreements Act. The fiscal agent shall authorize, review, and approve all expenditures of Coalition funds to assure such expenditures are consistent with the Coalition's annual budget, the Fiscal Policies, and applicable federal and New Mexico state law.

E. As soon as practicable after a Fiscal Agent Agreement terminates for any reason, the Board shall execute a new Fiscal Services Agreement with another Member of the Coalition. The Board shall not authorize the expenditure of any Coalition funds, and no Member shall be obligated to contribute funds to the Coalition, unless and until a Fiscal Agent Agreement is in full force and effect.

6. Effective Date; Term; Member Withdrawal; Termination.

A. The effective date of this Agreement shall be the date it is approved by the DFA, which shall not occur until all Members have duly approved and executed this Agreement.

B. The term of this Agreement shall be perpetual, subject to subsection D below.

C. Any Member may withdraw from this Agreement by providing written notice of withdrawal to the Board Chair and, thereafter, shall no longer be a party to this Agreement. Such withdrawal shall not terminate this Agreement as to the remaining Members. The withdrawing Member shall not be entitled to refund of any funds it contributed to the Coalition prior to withdrawal.

D. This Agreement may be terminated by a written agreement to terminate executed by all Parties or by vote of the Board by two-thirds or more of the Directors.

7. Disposition of Coalition Funds Upon Termination. Any surplus funds of the Regional Coalition remaining at the time this Agreement is terminated shall be returned to the Parties in proportion to their respective contributions. Any funds provided by federal agencies shall be disposed of or returned in accordance with the federal grant requirements and applicable law.

8. Amendment; Addition and Withdrawal of Members.

A. Subject to Paragraph B below, this Agreement shall not be altered, changed, or amended except by a written instrument executed by the Parties and approved by the DFA.

B. A Tribal government, New Mexico County, or New Mexico City may become a Member of the Coalition and a Party to this Agreement upon request and approval by the Board, and any Member may withdraw from this Agreement pursuant to 6(C). The parties' intent is that a Tribal government shall not waive its sovereign immunity as a result of entering into this Agreement. This Agreement shall automatically be amended to incorporate such addition or

withdrawal of a Member without further approval by DFA. In the case of an additional Member, the amendment date shall be the date of the Board action approving the addition; in the case of withdrawal, the amendment date shall be the date of the Member's notice of withdrawal.

9. Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any such 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 extraterritorially under the provisions of the Act, as provided in Section 11-1-6 NMSA 1978.

10. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico; provided that, with respect to any tribal government that is a Party, it is hereby recognized that the powers and status of such Party, as a tribal government, is subject to the laws of the United States.

11. Counterparts. This Agreement may be executed in counterpart originals.

12. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof.

13. Replacement of Prior Joint Powers Agreement. This Agreement replaces and supersedes the prior Joint Powers Agreement executed among the Parties, approved by the Department of Finance and Administration on October 13, 2011, including all amendments thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement, which shall become effective as of the date of approval by the New Mexico Department of Finance and Administration.

# City of Santa Fe, New Mexico

## memo

Date: 30 September 2020

To: Finance Committee

Governing Body

From: Kyle Mason, Emergency Management Director *KM*

Subject: Regional Coalition of LANL Communities Joint Powers Agreement

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The purpose of this Joint Powers Agreement is to renew the City of Santa Fe's participation in the Regional Coalition of LANL Communities. Below are responses to questions raised during the July 1<sup>st</sup>, 2020 Quality of Life Committee Meeting.

Expand on why the item is being brought through committees and council.

The City of Santa Fe is a signatory of the original Joint Powers Agreement (JPA), signed in 2011. Per state statute, and in accordance with the original JPA and the RCLC bylaws, all changes to the JPA have to be approved by the membership governing bodies and then signed off by DFA.

What has changed from the last version of the JPA to the new? Is there a strike through we can provide?

The original JPA was found to be loose in defining the responsibilities, powers and authorities of the board and the organization. Furthermore, it set in the founding documentary that Los Alamos County would always serve as the fiscal agent. The audits and studies conducted in 2018 revealed that the broad and undefined nature of the original JPA left the board and its member communities in an unclear position as to responsibilities and what it could and should do. It also brought into questions the nature of the "fiscal agent" role of Los Alamos County. Los Alamos County responded by redefining the role to restrict their responsibilities. It was also decided that the RCLC board should have the authority to select their own fiscal agent.

The amended JPA was adopted by the RCLC board and sent to our membership governing bodies only after a year long review and editing process that included participation from almost all our members, members of the public and legal counsel from multiple member communities.

Since the original JPA have there been membership roster changes?

Per the JPA, the board may add new memberships if a community formally requests to join, is approved by a vote of the board, and then new member's governing body adopts the JPA and submits a signature page to DFA. A member may also leave the body through a similar process.

What Financial Obligation does this JPA commit the City to?

\$10,000 per year. Dues are set based on the number of residents who are directly employees at LANL. These funds are

# City of Santa Fe, New Mexico

## memo

How does our involvement work with City resolutions (non-proliferation of weapons, reducing plutonium PIP production, environmental justice accountability)?

The RCLC attempts to work on a consensus basis, meaning any actions or resolutions adopted are agreed to by all participating members. This is why the RCLC has historically focused on pursuing accelerated cleanup of waste at the LANL site and steered away from issues around mission funding or support. The board has also been able to use their unified voice to cajole DOE into sharing previously unreleased information around actual identified cleanup needs and projected costs with the public. The organization could use its united voice to pursue release of information around the fiscal and economic impact of the laboratory on the region.

Identify and overview the Fiscal Sponsor and the org structure

Under the current JPA the fiscal agent MUST be Los Alamos County. Per adopted policy, all financial transactions and contracts must be reviewed by the board treasurer and the ED prior to submission to the board. The board must vote on any and all financial transactions in an open meeting, and then each transaction is submitted to an independent accountant for review. Prior to cutting a check, the accountant will then review meeting minutes and receive confirmation from the treasurer that a payment has been authorized. Checks are then submitted to the fiscal agent for signature and then distributed by the ED. The amended JPA would allow the board to select a fiscal agent.

Please let me know if you have any additional questions or need any clarification. I may be reached via email ([kamason@santafenm.gov](mailto:kamason@santafenm.gov)) or at extension 6704.

<b>ACTION SHEET</b> <b>ITEM FROM FINANCE COMMITTEE MEETING OF 03/01/21</b> <b>FOR CITY COUNCIL MEETING OF 03/10/21/21</b>
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b) Request for the Approval of a restated and amended Joint Powers Agreement establishing the Regional Coalition of Los Alamos National Laboratories (LANL) Communities by and among the incorporated County of Los Alamos, the City of Santa Fe, Santa Fe County, the City of Espanola, Rio Arriba County, the Town of Taos, Taos County, and the sovereign governments of the Pueblo of Ohkay Owingeh and the Pueblo of Jemez. (Kyle Mason, Emergency Management Director: kamason@santafenm.gov, 505-955-6704)

**Committee Review:**

Quality of Life Committee: 7/1/20

Finance Committee: 3/1/21

Governing Body: 3/10/21

**FINANCE COMMITTEE ACTION:**

Recommended action via motion: that this item migrate back to QoL and then to Governing Body—All FC Councilors voted in favor of recommended action-no vote taken on on approval of item itself.

**FUNDING SOURCE:**

**SPECIAL CONDITIONS OR AMENDMENTS**

**Direction to staff:** additional information and presentation requested

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR ABEYTA			
COUNCILOR CASSUTT-SANCHEZ			
COUNCILOR LINDELL			
COUNCILOR ROMERO-WIRTH			
CHAIRPERSON VILLARREAL			

01/13/21



<p style="text-align: center;"><b>ACTION SHEET</b></p> <p style="text-align: center;"><b>ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 07/01/2020</b></p> <p style="text-align: center;"><b>FOR CITY COUNCIL MEETING OF 07/29/2020</b></p>
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**ISSUE:**

Request for the Approval of a restated and amended Joint Powers Agreement establishing the Regional Coalition of Los Alamos National Laboratories (LANL) Communities by and among the incorporated County of Los Alamos, the City of Santa Fe, Santa Fe County, the City of Espanola, Rio Arriba County, the Town of Taos, Taos County, and the sovereign governments of the Pueblo of Ohkay Owingeh and the Pueblo of Jemez. (Kyle Mason, Emergency Management Director: kamason@santafenm.gov, 505-955-6704)

**Committee Review:**

Finance Committee (scheduled): July 20

Governing Body (scheduled): July 29

**QUALITY OF LIFE COMMITTEE ACTION:** Moved forward with no recommendations  
(Removed from consent by Councilor Villarreal)

**SPECIAL CONDITIONS OR AMENDMENTS:**

**SEND TO:**

Finance Committee (scheduled): July 20

Governing Body (scheduled): July 29

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA			X
COUNCILOR CASSUTT-SANCHEZ	X		



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# Regional Coalition of LANL Communities



# What is the Regional Coalition of LANL Communities?

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- Founded in 2011, the Regional Coalition works in partnership to create one voice to ensure national decisions incorporate local needs and concerns. The organization's focus is community and economic development, site employment, environmental remediation, and adequate funding for LANL remediation.
- The RCLC is working with the Department of Energy (DOE) to provide them with the information they need to complete this process and looks forward to continuing to represent our local communities to the Washington D.C. leadership who control the Laboratory.
- There are benefits and challenges to hosting a DOE facility. If the Laboratory is going to be a part of our community, it is vital that our local leaders are a part of the conversation. For too long our communities have been impacted by decisions by others with no participation at the local level. We need a voice. We need a seat at the table. The RCLC is our voice. To date, the RCLC is the only organization in northern New Mexico that speaks for cleanup and improving the Laboratory's economic impact on our communities. Our membership consists of democratically elected officials whose residents depend on the success of LANL.
- The City of Santa Fe joined the RCLC during the Coss Administration

# What does the RCLC work on?

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- Regional Community and Economic Development
- Environmental Remediation



# Regional Community and Economic Development

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- Promote new and diverse scientific endeavors at LANL, focusing on employment and educational opportunities within the Coalition Members' jurisdiction;
- Support business incubation and business development efforts within the region;
- Engage with Regional educational institutions to support workforce training and development
  - o Meet with LANL Human Resources Office of Diversity and Strategic Staffing to understand the recruitment system;
- Provide educational awareness of LANL's contribution toward, and impact on, the region.

# Environmental Stewardship

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- As RCLC members, we ensure DOE is aware that our communities are their primary customers. These entities have the responsibility to safeguard the health and safety of our regional communities, and to monitor the outcomes of Legacy Waste Cleanup.
- Work directly with NMED and EM-LA to ensure campaign-based priorities included highest risk cleanup work, and prioritize those items mandated within Consent Order Agreement.
- Engage with the EM-LA site management and build relationships with EM-LA leadership to convey proposed regional priorities.
  - o Ensure timely delivery of Lifecycle Baseline Cost Estimate to communities
- Engage national stakeholders through ongoing participation with Energy Communities Alliance to ensure best practices and engage directly with DOE officials on community priorities.



# RCLC Accomplishments

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- Engaged with LANL contract bidders on their community commitment plan proposal
- Ensured positive impact in areas of economic development, education and community giving
- Successfully advocated for legislation so new LANL contractors would pay state, local, and regional GRT, even as a nonprofit LLC.
- RCLC formally opposed efforts by DOE to narrow access to environmental and safety data at DOE sites, including LANL
- Represented Northern NM in Energy Communities Alliance, a national organization of communities adjacent to DOE sites
- Successfully advocated for retention of federal funding level for LANL cleanup. Up to \$100M in cleanup funds (>40%) were historically threatened.



# How does the City of Santa Fe benefit from participating in the RCLC?

---

- Works with other RCLC members to create a unified voice of advocacy
- Provides City greater access to DOE leaders and ability to communicate needs and desires regarding LANL operations, such as:
  - o More emphasis on local procurement and support for local small business environment
  - o Add voice about the importance of environmental remediation to all other voices in region
  - o Support for more funding for research in climate change, renewable energy, biomedical areas such as COVID/AIDS/cancer treatments, etc.

# How does the City of Santa Fe benefit from participating in the RCLC? Cont.

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- Platform to represent interests of the thousands of LANL employees who live in the City
- More effective advocacy for transparency and accountability in LANL cleanup activities
- Contribute leadership and participation in regional issues related to all areas of common regional interest and impact including environmental remediation, workforce development, educational initiatives, etc.



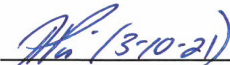
Questions?

# City of Santa Fe New Mexico

## Memo

**DATE:** March 10, 2021

**TO:** Governing Body  
Finance Committee  
Quality of Life Committee

**VIA:**  3-10-21  
Andrew Padilla, Chief of Police

**FROM:** B. Valdez DC 3/10/21  
Ben Valdez, Deputy Chief of Police  
Lead Negotiator for the FY 2020-2021 Management Team

**RE:** 2020/2021 Union/Management Negotiations with the Police Officer's Association

### **BACKGROUND AND SUMMARY:**

The City of Santa Fe's management team has completed contract negotiations with the Police Officer's Association for fiscal year 2020/2021. The agreement has been ratified by the Police Officer's Union. Below is a brief summary of the items negotiated.

- **Section 16 Compensation** - We removed previous contract language in reference to the last salary increases in FY 2019. The pay plan was updated to clarify the time in service required between each classification. **No Fiscal Impact**
- **Section 18B - Lateral Officer/Retired Officer Hire Program** - Added language to clarify when lateral hires are eligible to test for the positions of Detective and Sergeant. **No Fiscal Impact**
- **Section 34 – Disciplinary Action** - Clarified the language under pre-determination hearings, as to the timeline the employee has to submit their written appeal to the City Manager for consideration prior to making the final disciplinary decision. **No Fiscal Impact**

### **REQUESTED ACTION:**

Approval of the Police Officer's Association Union Contract.

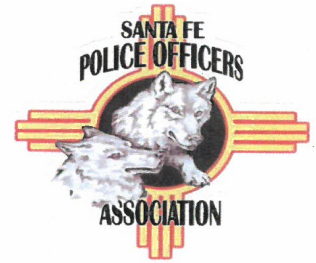
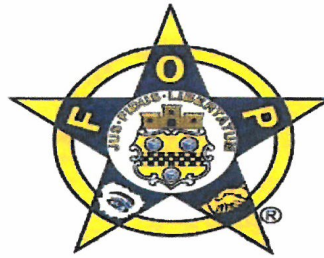
**AGREEMENT**

**BETWEEN**

**THE CITY OF SANTA FE**

**AND THE**

**SANTA FE POLICE OFFICER'S ASSOCIATION**



*Whole Agreement in Effect*

*July 1, 2019 through June 30, 2022*

*Year number 2 of Whole Agreement*

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## **I. AGREEMENT**

**THIS AGREEMENT** is entered into by and between the City of Santa Fe Municipal Corporation of the State of New Mexico, hereinafter sometimes referred to as the "Employer", and the Santa Fe Police Officers' Association, hereinafter referred to as the "Association", which is an affiliate of the Fraternal Order of Police Labor Council and the Santa Fe Lodge #3 Fraternal Order of Police. This agreement is for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the Employer has recognized as the exclusive bargaining representative.

**WHEREAS**, the parties hereto have reached an agreement on all matters which have been subject to negotiation and desire to reduce such agreement in writing in order to avoid any misunderstanding on what in fact has been agreed to:

**WHEREAS**, the Public Employees Bargaining Act was enacted to guarantee employees the right to organize and bargain collectively with the City, to protect the rights of the City, its employees, and labor organizations, to promote harmonious and cooperative relationships between the City and the employees and to acknowledge the rights of the citizens to the orderly and uninterrupted delivery of services.

### **NOW THEREFORE, IT IS HEREBY AGREED:**

- A. The City of Santa Fe recognizes the Santa Fe Police Officer's Association as the exclusive bargaining representative for non-probationary employees in the following job classifications: Animal Services Officer, Crime Scene Technician, Police Detective, Police Officer I, II, Senior Police Officer, Police Sergeant, Police Training Administrator, Public Safety Aide, Property/Fleet Manager, Evidence/Property Custodian, and District Attorney Liaison.
- B. The City of Santa Fe extends to the Santa Fe Police Officers' Association representing such unit of employees the following rights:
  - 1. To represent the employees in negotiations and in the settlement of grievances;
  - 2. To Association membership dues deductions, upon presentation of dues deduction authorization cards signed by individual employees. It is further agreed that the Employer shall deduct said dues from the pay of employees covered under this agreement, who authorize such deductions, and shall remit such deductions to the Treasurer of the Association within ten (10) days after such deductions are made; and
  - 3. To exclusive representation status during the term of this Agreement as provided in the Public Employee Bargaining Act.
- C. The Employer, the Association, and any employee of the Department shall not discriminate against any member of the bargaining unit on account of race, color, sex, creed, religion, marital status, age, sexual orientation, veteran status, disability, and national origin or membership status in the Association, or on any other basis prohibited by city, county, state or federal laws, and;



- D. For the purposes of this agreement and any subsequent Memorandum of Understanding, the City of Santa Fe shall be referred to as the Employer; the Santa Fe Police Department shall be referred to as the Department; the Chief of Police shall be referred to as the Chief; the Santa Fe Police Officers' Association shall be referred to as the Association, and any reference to an Association member shall be referred to as employee.

## **II. MANAGEMENT RIGHTS**

It is agreed that, except as expressly modified by the terms of this Agreement, the City of Santa Fe (Employer) retains the exclusive right to:

- A. Determine the mission, budget, organization, number of employees, and internal security practices of the Department.
- B. Determine qualifications for employment and content of personnel examinations.
- C. Recruit, examine, evaluate, and train employees and determine the time and methods of such actions.
- D. Direct employees and evaluate their performance, based on standards of work established by the Department.
- E. Determine the standards for hire, promotion, and assignment.
- F. Assign, transfer, or retain employees in positions, including the assignment of employees to specific positions and the determination of job content and/or job duties.
- G. Suspend, demote, discharge, or terminate employees for cause.
- H. Relieve an employee from duty for cause or due to reduction in work force.
- I. Determine the location and operation of its facilities.
- J. Determine the number of personnel allocated by position and minimum staffing levels by unit.
- K. Maintain the efficiency of government operations.
- L. Schedule work outside normal scheduling as required in a manner most advantageous to the Department and consistent with community needs and public safety.
- M. Take actions necessary to carry out the mission of the Department in all cases to include emergency situations.
- N. Direct the Department to establish the methods, means, equipment, and personnel by which the Employer's operations are to be conducted.
- O. Determine methods, processes, and means by which Department services are provided.

- P. Provide rules and regulations governing the conduct of employees.
- Q. Retain all rights not specifically limited by this collective bargaining Agreement or by the Public Employee Bargaining Act.

**Section 1                      ASSOCIATION REPRESENTATIVE**

- A. The Employer will have an open door policy for the Association Representative for the length of this contract. The Association and the Employer agree to attempt to handle all grievances at the lowest level. At the Chief's discretion and upon written request additional time may be granted for other activities (i.e. meetings, trainings, etc.).
- B. At the discretion of the Chief, representatives of the Association may be granted time off without pay for the purpose of attending training related to labor/management relations not to exceed 216 hours per calendar year for all representatives collectively. Each employee shall be responsible for arranging the time off with their immediate supervisor. Time off shall not be unreasonably denied. All training time will be documented on a Request for Leave form.
- C. The Chief of Police or designees shall provide administrative leave with pay for the Union President/Vice President/Secretary/Treasurer and Board Members on duty to assist in the resolution of union/management issues, when such leave is in the interest of the efficiency of City Government and in the best interest of the police department. All time off with pay for union/management business, shall be documented on payroll time sheets, and on P-30 leave request forms as "union" administrative leave. Union representatives shall first request and receive authorization from their supervisors prior to leaving their work sites for any union/management business. Time off shall not be unreasonably denied. Union Officers/Representatives who work during swing or graveyard shift may have their work schedules adjusted when it is necessary to attend official union/management meetings during normal business hours with the Employer.

On duty representatives shall be restricted to a maximum amount of Union Administrative Leave per year to assist in the resolution of union/management issues.

• President	420 hours per year
• Vice President	360 hours per year
• Secretary	120 hours per year
• Treasurer	120 hours per year
• Other Board Members	80 hours per year

With the exception of Labor Management or Negotiations, for any above given meeting or grievance, no more than two (2) union representatives; shall be allowed to leave the work site and/or receive compensation, except as allowed by the Chief.

#### **D. WORK STOPPAGES**

The Employer and the Association agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Association shall not cause any work stoppage, strike, slowdown, or sickouts by employees under this Agreement, and should this occur, the Association agrees to take appropriate steps to end such interference. Employees shall not cause or engage in any work stoppage, strikes, slowdowns, or sickouts for the term of this Agreement.

#### **Section 2 LOST, DAMAGED OR STOLEN PROPERTY**

- A. Employees who have lost, damaged, or have had Employer property stolen in the line of duty regardless of the cost, will not be required to reimburse the Employer unless negligence is proven in a predetermination hearing to the satisfaction of the Chief or his designee, pursuant to Section 34 of this Agreement unless said employee waives the predetermination hearing and admits to the allegations of negligence.
- B. The Employer will replace health aids prescribed by a licensed medical professional, uniform apparel, and required equipment damaged in the line of duty as a result of a direct delivery of service that has been officially documented. Health aids, uniform apparel and required equipment will be fully replaced by the Employer. This language is not intended to for the replacement of old worn out health aids or uniform apparel or required equipment.
- C. All instances of lost, damaged, or stolen property will be reported to the employee's supervisor on duty, in writing at the time of occurrence, or before the end of the shift. Failure to notify the supervisor will negate any claim for replacement. Damaged property shall be presented to the Support Services Commander for inspection, prior to replacement and shall be turned in for destruction at the time of replacement.

#### **Section 3 UNIFORMS/CLOTHING**

- A. It is understood by the parties to this Agreement that uniform regulations of the Department are established by the Chief and the primary purpose of this section is to protect employees from financial hardship resulting from changes in uniform regulations.
- B. Bargaining unit employees will be allocated \$650.000 annually less any required deductions, paid to bargaining unit employees by check annually no later than the first full pay period in July. The clothing allowance will be used for the purchase of uniforms and equipment required by the Santa Fe Police Department's Standard Operating Procedures and this CBA. All bargaining unit employees assigned to motorcycle or bicycle patrol, and special operations division shall receive an additional \$50.00 annually for a total allocation of \$700.00 annually on the check identified above. This clothing allowance is included in the employee's taxable income in accordance with IRS regulations. Purchases will be subject to applicable gross receipts taxes.

Any bargaining unit employee found to be in violation of the dress standards set forth in the Santa Fe Police Department's Standard Operating Procedures and/or as published in this Agreement, or who reports for duty in clothing that is not clean and in good condition as determined by the Police Chief or designee, may be progressively disciplined, up to and including termination for not maintaining those standards.

- C. The parties hereby agree that the following are recognized as approved clothing items for the purposes and intent of clothing allowance:

- |                       |                                     |
|-----------------------|-------------------------------------|
| 1) Shirts             | 11) Cold Weather Clothing           |
| 2) Trousers           | 12) Socks                           |
| 3) Ties               | 13) Raingear                        |
| 4) Footwear           | 14) Patches                         |
| 5) Jackets/Coats      | 15) Nametags                        |
| 6) Gloves             | 16) Pins                            |
| 7) Equipment Belts    | 17) Court Attire                    |
| 8) Equipment Holsters | 18) Coveralls                       |
| 9) Headwear           | 19) Safety Vests                    |
| 10) Trouser Belts     | 20) Flashlight                      |
|                       | 21) Non-Prescription Safety Eyewear |

The parties further agree that all items listed above must be approved by the Chief or designee(s). The parties further agree that any equipment or clothing deemed useful to enhance the performance and/or safety of his/her duties may be allowed by approval of the Chief of Police or designee(s).

#### **Section 4 FIREARMS TRAINING**

The Department will meet all minimum standards for training as established by the New Mexico Law Enforcement Board.

The Department will have a minimum of three (3) shoots per year. One shoot will be comprised of a day and a night DPS qualification session. One will be comprised of a FATS (Firearm Training Simulator) session, and one will be determined by the Chief of Police.

The Department will provide weapons and agrees that for the two (2) shoots that are conducted on the range, the Department will provide ammunition for any Department issued weapon for those employees who are required to carry a weapon.

The Department will provide two (2) boxes of training ammunition per year, for any Department issued weapon, for those employees who are required to carry a weapon for the purpose of training. At any time an employee who wishes to be issued this ammunition shall contact an armorer for this issue.

## **Section 5    TIME OFF TO VOTE**

In accordance with the provisions of Section 01-12-42 NMSA 1978, employees who are registered to vote may absent themselves from work for up to two (2) hours for the purpose of voting between the opening and closing of the polls.

The Employer may specify the hours during this period in which the employees may be absent.

These provisions do not apply to any employee whose work day begins more than two (2) hours after the opening of the polls or ends more than three (3) hours prior to the closing of the polls.

Any employee who abuses administrative leave by requiring its use for purposes other than traveling to and from the polling place and voting may be charged with Leave Without Pay and subject to disciplinary action.

## **Section 6    TRAINING AND EDUCATION**

The Employer encourages employees to develop and expand their potential. Employees may be allowed to change hours to attend class during normal work hours depending on the work schedule, with approval of the supervisor. The following classroom participation methods are approved:

- Traditional on campus classroom attendance.
- Online classes wherein the syllabus specifically identifies required login times and dates for classroom attendance.

Time away from work may be paid for by the Employer. Approval to attend courses during working hours will depend on work schedules, work needs, etc.

Tuition expenses for college credit hours will not be reimbursable by the Employer except as provided in the City Tuition/Training Program. Employees shall obtain approval of their immediate supervisor before making any plans to attend classes.

The Employer also offers training sessions in many specialized areas. Supervisors and/or the Training Officer are aware of what training is being offered and will post notices of training opportunities that might be of benefit to employees. If an employee desires training in a specific area, the supervisor and/or training officer must be consulted in writing and will attempt to obtain the requested training.

All requests for education, training, and tuition assistance will be routed through the immediate chain of command to the Training Unit, and evaluation of all requests will be made in accordance with the following policies:

1. Administrative Manual - Tuition and Training; "Employee Tuition and Training Assistance Guidelines."

2. Santa Fe Police Department Directives Manual; "Career Development Program", Directive Number 22.1.

## **Section 7 MATERNITY LEAVE**

The City will comply with the provisions of the Family Medical Leave Act.

## **Section 8 MILITARY LEAVE**

If an employee is or becomes a member of any component of the United States Armed Forces or the New Mexico National Guard, they upon request, will be granted military leave without pay for the first enlistment. Such leave will terminate thirty (30) days after this enlistment expires. Employees who return from military service on a timely basis shall be entitled to job restoration provided they make application, subject to meeting all pre-employment qualifications within thirty (30) days after the date of release from duty under conditions other than dishonorable. The employee must be qualified to perform the duties of the position involved.

A returning employee shall be restored to the position which he/she vacated upon entering the military service. An employee may be entitled to be re-employed in another position, provided he/she is qualified and such re-employment does not necessitate the removal of another person with longer service.

An employee who enters military service shall receive pay for any accrued annual leave to which he/she may be entitled provided a written request is made to the City Manager.

The **Uniformed Services Employment and Reemployment Rights Act (USERRA)** was enacted in October 1994 and is codified in Title 38, United States Code Chapter 43. **USERRA** provides numerous employment and reemployment rights to service members and prohibits workplace discrimination against National Guard and Reserve members. If a member of this department is deployed, the following requirements apply:

**1 to 30 days** – The employee can return to work the **next regularly scheduled workday** after the active military orders expire. If the next regularly scheduled workday is the next calendar day, the employee must be allowed eight (8) hours of rest after he/she had been transported to his/her residence from their place of service.

**31 to 180 days** – The employee can return to work within **14 days** after the active military orders expire.

**Over 180 days** - Employee can return to work within **90 days** after the active military orders expires.

**EXAMPLE;** if the employee is deployed **120 days**, and returns back to the United States, and their active orders expire on **July 1<sup>st</sup>**, the employee is not required to return to work until at least **July 14**.

To the extent the above is inconsistent with USERRA, USERRA will govern.

## **Section 9                      ANNUAL MILITARY TRAINING**

Employees are allowed up to a total sum of 30 days of military leave with pay per federal fiscal year. Fifteen (15) days of Military Leave with Pay (MLWP) is allowed for training. An additional fifteen (15) days is allowed for active duty or deployment orders when mandated for Federal, National or State disaster deployments. MLWP shall be used in accordance with an employee's regularly scheduled work week. For employees working 4/10 hour days, this translates into 300 hours. For 24 hour shifts, this translates into 720 hours. For 8 hour days, this translates into 240 hours. For 4 hour days: 120 hours.

Employee must give the employer advance notice (either in writing or verbally) of upcoming military service of any type. The National Guard provides a yearly schedule which employees should provide as soon as possible. Human Resources, Department Directors and Supervisors will need a copy of the orders and/ or notice. If the employee does not give notice, the employee will not be eligible for reemployment protection following the period of military service. The only exceptions to the notification requirement would be if the giving of notice is precluded by military necessity (e.g. a classified recall) or if it is otherwise impossible or unreasonable to give notice. These exceptions to the notice requirement are expected to be very rare. Employees may then provide orders upon return or as soon as possible. It is best for the employee to give an employer as much advance notice as possible.

### Training orders:

Any training orders over the allowed 15 days per federal fiscal year will be marked as Military Leave without Pay, or the employee may use leave requested on a P-30.

### Active Duty/ Deployment orders:

Any active duty/deployment orders over the allowed (thirty) 30 days per federal fiscal year will have to be either Military Leave without Pay, or paid by the employee using earned leave requested on a P-30.

## **Section 10                      LEAVES OF ABSENCE WITHOUT PAY**

When an employee has demonstrated a need for time off, the Employer may grant the employee leave without pay for a period not to exceed one (1) year with the approval of the City Manager.

During such leave, the employee's position may be filled by another employee. At the expiration of leave without pay, the employee may be reinstated in the position vacated. If not reinstated to the same position, the employee may be offered another vacant position provided he/she is qualified to perform the work. Approved leave without pay shall not constitute a break in service but all time off in excess of thirty (30) days will be discounted from continuous service time.



Failure of an employee to report his/her return fourteen (14) days prior to the expected date of return from leave may be cause for refusal of reinstatement and the employee may be terminated from any further employment obligations.

## **Section 11                      HARASSMENT**

It is the policy of the Employer to maintain an environment in the workplace that is free of harassment because of race, color, religion, gender, sexual orientation, age, national origin, and disability. Harassment by a supervisor, co-worker, subordinate or city employee is unlawful under state and federal law. The Employer is committed to providing a work environment that is free of harassment.

### **COMPLAINT PROCEDURE:**

Harassment in any form may be cause for severe disciplinary action, including discharge. Any employee experiencing or observing harassment should immediately contact their Supervisor, Division Director, Department Director, the City Manager, or the Human Resources Department who will conduct the investigation. Internal Affairs will not conduct the investigation. Such reports will be treated on a confidential basis and handled expeditiously.

Any employee under investigation will be afforded all rights under the Employer-Employee Relations Act as outlined in Appendix A.

Refer to City of Santa Fe Policy #2500-4-1 effective 10/31/91 revised 6/17/05.

This does not prohibit the Employee from seeking assistance from the State EEOC and/or Federal EEOC.

## **Section 12                      EMPLOYEE SAFETY AND HEALTH**

The Employer believes that the safety and health of its employees are prime considerations in every phase of its activities. The Employer is concerned for the human value of life, health and physical well-being, and it is convinced that good safety and health practices are essential to efficient services to the public.

It is the Employer's intent to provide and maintain safe and healthy working conditions for its employees. In order to ensure this, the Employer will:

1.        Instill in its employees an awareness of the need to promote safety and healthy working habits and attitudes on a continuous basis.
2.        Provide safety equipment and procedures, provide protection against health hazards in the work place, and ensure the safety of employees.
3.        Comply with applicable laws.

**Section 12A                    LIGHT DUTY**

1. Any employee placed on temporary light duty by the Employer's Occupational Medicine Doctor for a work related injury or illness may continue to work within the Police Department without the loss of pay or reduction of benefits if light duty work is available and budget constraints allow. Light duty will be granted at the sole discretion of the Chief of Police and in the absence of extraordinary circumstances shall not exceed six months.
2. Any employee placed on temporary light duty for non-work related injury or illness may continue to work within the Police Department without loss of pay or reduction of benefits if light duty work is available and budget constraints allow. Light duty will be granted at the sole discretion of the Chief of Police and in the absence of extraordinary circumstances shall not exceed six months.

**Section 12B                    MEDICAL SEPARATION**

1. The parties hereby adopt personnel rule 7.60 and incorporate as if fully set forth herein.

**Section 13                    ADMINISTRATIVE LEAVE**

- A. If the Employer grants Administrative Leave to all other city employees, then employees covered under this Agreement who are required to work during this time will be paid at their regular rate of pay, plus administrative leave equal to the number of hours granted by the Employer at hour for hour. If the employee is off, the employee will receive the same amount of hours in administrative time. All administrative leave must be used within one (1) calendar year from the date of accrual.

**B.        Special Days:**

For the purpose of recognizing their employees, the Employer will grant the following administrative leave:

1. Ten (10) hours administrative leave for every calendar year that an employee drives his/her assigned vehicle without a charged accident.
  2. Ten (10) hours administrative leave for every calendar year of unused sick leave.
- C. Employer shall provide a list of employees who are eligible to receive the special days administrative leave on or before February 15<sup>th</sup> of each year.

**Section 13B                    PERSONAL HOLIDAY**

The Association agrees to hereby eliminate the Annual Personal Holiday received by each individual member as outlined by the City of Santa Fe Personnel Rules.

**Section 14**                      [Reserved]

**Section 15**                      **EXAMINATIONS**

**A.      Physical Fitness:**

1.      All sworn employees shall be required to meet all established minimums for certification as prescribed by the New Mexico Law Enforcement Academy Board during their employment with the Department.
2.      All requirements for fitness testing shall be developed by the Employer, and shall be criteria related and validated for law enforcement personnel.
3.      In an effort to promote good physical fitness within the Department, the Employer shall arrange with the Employer's physical fitness complexes to obtain keys for those complexes to allow employees covered by this agreement to maintain their physical fitness. Keys shall be obtained for only those physical fitness complexes that are approved by the Employer. The keys shall be maintained by the Department in accordance with established procedures.
  - a.      The Department, the Recreation Department who manages the Employer's physical fitness complexes, and the Association shall develop procedures and rules governing the access and use of the Employer's physical fitness complexes prior to the complexes being used.
  - b.      Participation in this program is totally voluntary on the part of the employee. Non participation in this program does not relieve the employee from being physically fit to perform his/her job as required by Federal, State or City law, policy or regulation. However, the right to deny participation in this program for cause is reserved by the Chief. If the employee does not meet the requirements, he/she will be given 90 days to comply with the requirements.
  - c.      Employees volunteering to participate in this program agree to abide by all the rules and procedures governing this program.
  - d.      An employee may be denied participation in this program for any violation of the established procedures and rules, based upon the nature and severity of the infraction.
  - e.      This program may be reviewed monthly and may be modified at the discretion of the Chief. If, in the opinion of the Chief, this program for the Department, as covered by this Agreement, proves unworkable in practice, the Chief shall have the option of terminating the program upon sixty (60) days written notice of intent to the Association. The Employer and the

Association will meet and attempt to solve problems relating to the program, otherwise, said notice shall be final.

- f. If at any time a safety concern is identified which may jeopardize the employee's health or safety, this program shall be immediately suspended until such time as the concern is addressed and rectified.

**B. Medical Physical**

Medical Physical may be required at any time to assess the physical capabilities or physical well being of any employee as it relates to the successful performance of the employee based upon assignment or due to illness.

**C. Psychological Evaluations**

Psychological evaluations shall be required and administered as prescribed in Directive Number 94.1.

**D. Drug and Alcohol Testing**

Drug and alcohol testing shall be required and administered as prescribed in the Drug and Alcohol Testing Policy for the Department (Appendix D).

**E. ADA**

If it is determined by the city that an employee cannot perform his/her duties, the employee will be afforded all rights under the Americans with Disabilities Act.

Any discipline, demotion, loss of pay, or transfer as a result of a City mandated examination is grievable.

**Section 16 COMPENSATION**

**A. PAY PLAN**

1. **PAY PLAN** - The *Pay Plan* shall be inclusive of those positions/classifications which are covered under this Agreement and shall be categorized into two (2) groups, *sworn* positions and *non-sworn* positions. The Pay Plan shall reflect a minimum pay rate for sworn personnel and non-sworn personnel.

a. **Sworn Positions:**

1. Sworn positions shall consist of the following classifications:

*Police Officer I      Police Officer II      Senior Police Officer*

*Police Detective      Police Sergeant*

b. **Non-Sworn Positions:**

1. Non-sworn positions shall consist of the following classifications:

<i>Public Safety Aide</i>	<i>Animal Service Officer</i>
<i>Crime Scene Technician</i>	<i>Property-Fleet Manager</i>
<i>Evidence/Property Technician</i>	<i>Police Training Administrator</i>
<i>Police Liaison</i>	

2. **SALARY INEQUITIES** – Salary inequities created by errors in the pay rate that are discovered and proven to be valid shall be addressed and corrected by approval of the City Manager.

3. **SALARY INCREASE -**

The Association recognizes that it may be necessary for the Employer to increase compensation in order to recruit and retain qualified police officers.

**B. PROMOTIONS**

The Association and the Employer agree to adhere to the promotional policy for positions covered in the bargaining unit as currently established by the employer and as outlined in this Agreement. Upon promotion to a higher classification in the pay plan, the employee will advance to the new pay classification.

1. Non-probationary employees who meet the minimum requirements/qualifications for Police Officer I, Police Officer II, Senior Police Officer shall be eligible for promotion to that classification the first day of the pay period following the date on which the requirements are met.
  - a. Promotion to a higher classification shall be dependent upon the employee possessing a satisfactory performance evaluation and the written recommendation from the employee's commander/manager.
  - b. Performance evaluations and methods for conducting performance evaluations will be based upon and in accordance with the Police Department Policies and Procedures regarding performance evaluations.
2. Non-probationary employees who meet the minimum requirements/qualifications for Detective I and Police Sergeant shall be eligible to test for that position the date on which the requirements are met. Testing for these positions/

classifications shall be in accordance with Section 37: FILLING OF VACANCIES of this Agreement.

**C. COURT ALLOWANCE**

The Employer will pay a minimum of two (2) hours court time at time and one-half unless the employee appears in court within one (1) hour of his/her tour of duty, starting or ending. In the event the court appearance is within one (1) hour of the tour of duty, starting or ending, the employee will be paid a minimum of one (1) hour at a rate of time and one-half. Employees appearing in court during their tour of duty will receive "court time."

**D. BILINGUAL PAY**

1. Only those languages identified in this agreement as adding to the increased productivity and efficiency of the Department shall qualify for pay under this subsection. The languages currently recognized by this agreement are as follows:  
  
-Spanish
2. An employee shall qualify for bilingual pay upon demonstrating an acceptable level of reading, writing, and conversational proficiency. Job-related material will be used in determining the proficiency as established by a collaborative team of test proctors composed of one representative from the Association and one representative from the Human Resources Department. The parties hereby agree that all test material will be prepared in a fair and equitable manner by a neutral third party agreed upon by the proctors. It is further hereby agreed by the parties that should an employee pass any portion of the testing process, the employee will not be required to test in that particular portion of the testing process again within a six month period from the date of the initial test. There will be no limit as to how many times an employee may test for bilingual pay.
3. Employees wishing to qualify for bilingual pay shall submit a written request to the SFPOA Board. The test proctor who has been selected by the SFPOA Board shall arrange for testing of the employee within twenty (20) days of receipt of the request.
4. Employees who are certified in the conversational area shall be paid \$100.00 per month. Such payments shall be made bi-weekly. Employees shall be eligible to test for Bilingual Pay upon becoming a bargaining unit employee.
5. Employees who demonstrate proficiency in all three areas (reading, writing and speaking) shall be paid \$140.00 per month. All bilingual applicants must test and pass a proficiency exam. Only 22 positions are available for employees to test for and receive the \$140.00. Proof of certification shall be prepared by the said

neutral third party, reviewed and approved by the proctors and presented to the Chief or designee(s) in the form of a memorandum signed by both proctors. Selection will be made based on the earliest certification date. In the event there is a tie based on certification dates, selection will be made based on seniority.

6. A list of employees receiving the bilingual pay will be prepared by the proctor who has been selected to represent the employer and made available to the RECC (Dispatch) and commanders. Employees who unreasonably fail to respond to a call or request for bilingual assistance may be subject to lose his/her bilingual pay incentive at the sole discretion of the Chief or designee(s).
7. Payments under this plan shall be made the first pay period after testing has been completed.

**E. SPECIALIZED UNITS:**

The Employer shall pay employees assigned to the following specialized units listed below:

S.W.A.T. Team members	\$100.00 per month
K-9 Officers	\$100.00 per month
E.O.D.	\$100.00 per month
F.T.O.	\$125.00 per month

Employees may belong to only one (1) special unit at any given time, and are eligible for only one (1) specialty pay. This includes employees who currently belong to more than one special unit. The only exception will be Field Training Officers (F.T.O.'s) who may belong to a second special unit, however, they shall only receive one (1) specialty pay.

All personnel assigned to specialized units being compensated with incentive pay shall only be eligible to receive the pay when certified in the specialty. (i.e. F.T.O.

Certification, Basic SWAT Certification, EOD certification, K-9 Certification)

Assignment to any specialized unit within the Department shall be made in accordance with Section 37: Filling of Vacancies/Assignments and Transfers of this Agreement. The specialized unit commander may also utilize a testing process to assist in determining the best qualified applicant(s) for the assignment.

**F. FIELD TRAINING PROGRAM**

There will be 12 eligible positions to receive FTO pay for those who hold certification in Instructor Development and Field Training.

Auxiliary FTO's (Police Officers, Police Detectives, Animal Service Officers, and Public Safety Aides, who hold certifications in Instructor Development and Field Training) are eligible to receive specialty pay in the amount of \$125.00 per month; only during the time frame they have an assigned trainee(s).

**G. SHIFT DIFFERENTIAL**

Shift differential is intended to compensate those employees who report to work at an odd hour to relieve the previous shift. Shift work is recognized where more than one group of employees report to work during the same twenty-four (24) hour work day or when an employee is working hours during a shift to cover minimum staffing requirements.

5% of employee's hourly base rate if half or the majority of shift is worked after 2pm.

10% of employee's hourly base rate if half or the majority of shift is worked after 8pm.



<b>Classification Sworn</b>	<b>Minimum Requirements for Classification</b>	<b>Minimum Pay Rate</b>
Police Officer I	Certified police officer with SFPD off probationary status or certified lateral police officer with less than 36 months of service with any law enforcement department	\$22.000
Police Officer II	Completion of 36 months of service with SFPD or any law enforcement department	\$25.000
Senior Police Officer	Completion of 60 months of service with SFPD or any law enforcement department	\$30.000
Detective	Eligible to submit application to test for Detective upon completion of 36 months of service with SFPD*	\$30.000
Sergeant	Eligible to submit application to test for Sergeant upon completion of 84 months of service with SFPD*	\$33.000
	All promotions shall be in accordance with Section 16 <i>Compensation</i> , Paragraph B <i>Promotions</i> of the Collective Bargaining Agreement.	
	* Lateral Officers/Retired Officers must meet minimum requirements as outlined in Section 18B Lateral Officer/Retired Officer Hire Program of the Collective Bargaining Agreement for placement in their initial classification and for promotion to a higher classification.	

<b>Classification Non – Sworn</b>	<b>Minimum Pay Rate</b>
Public Safety Aide	\$18.610
Animal Services Officer	\$17.724
Crime Scene Technician	\$21.544
Property – Fleet Manager	\$23.752
Evidence/Property Technician	\$16.880
Police Training Administrator	\$23.752
Police Liaison	\$17.724

## **Section 17      ANNUAL LEAVE**

- A. Employees are eligible for prorated annual leave accrual for hours worked and during paid leave in accordance to the following schedule(s):
- 0-1 year of service: up to 100 hours per calendar year.
  - 1-5 years of service: up to 126 hours per calendar year.
  - 5-10 years of service: up to 146 hours per calendar year.
  - 10-15 years of service: up to 167 hours per calendar year.
  - 15-20 years of service: up to 191 hours per calendar year.
  - 20 and more years of service: up to 215 hours per calendar year.
- B. An employee eligible to accrue annual leave pursuant to these rules, may request and be granted use of accrued leave at the discretion of the Employer. No annual leave shall be advanced by the Employer.
- C. An employee shall be allowed to progress from one graduated rate of accrual for annual leave to the next on the first day of the month immediately following completion of the required total length of service.
- D. The amount of accrued annual leave that will be allowed to be carried over from one calendar year to the next will be double the amount an employee is allowed to accrue in one calendar year in relation to the applicable years of service.
- E. The Employer may buy back that portion of an employee's annual leave that exceeds his/her maximum carry over at the end of each calendar year providing the following criteria is met:
- 1. A maximum of eighty (80) hours can be sold back in any one year, providing the balance will remain at the respective maximum carry-over rate at the end of each calendar year.
  - 2. The employee must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31 of each calendar year his/her intention to sell back the annual leave in excess of the respective maximum carry-over balance.
  - 3. Sufficient City funding is available.
- F. Upon separation of his/her employment, an employee shall be compensated for all unused and un-forfeited annual leave.

- G. Upon death of an eligible employee, compensation for unused total annual leave shall be payable to the employee's estate.

## **Section 18 SENIORITY**

- A. Except for sections which contain specific different definitions in this Agreement, seniority is defined as follows:
1. Higher ranks have seniority on junior ranks. The employee with the most continuous service within rank is senior within that given rank. For the purposes of breaking ties in seniority, the first criteria to be applied shall be continuous service with the Department, the employee with the most continuous time being senior. The term continuous service shall be interpreted to mean total service from the date of last hire as an employee of the Department. The final seniority standing is not subject to grievance.
  2. For the purpose of receiving issued equipment and vehicles, the senior employee will receive new equipment before the junior employee, when the senior employee's equipment or vehicle is in need of or due for replacement. Once an employee receives a new vehicle, the vehicle will be assigned to the employee for a period of five (5) years or seven (7) years depending on specialty assignment. New vehicle shall be defined as no more than one year from the date of receipt by the Department and have less than 15,000 miles. Vehicles that have sustained significant damage and/or repair shall not be considered a new vehicle for the purpose of issuance. Any equipment issued to an employee will be replaced because of normal wear or damage to the equipment. (This does not preclude employees from receiving new field supplies/equipment upon their hire and duty assignment with the department.)
- B. Seniority Determination for Groups of Employees Hired the same day in the same classification:
1. Groups of employees with the same date of hire in the same classification shall be identified.
  2. The final overall test score on the entrance examinations administered by Human Resources will determine seniority. The employee with the highest test score number will have the most seniority and the employee with the lowest test score number will have the least seniority within that group.
  3. If employees have the same overall test score on the entrance examination administered by Human Resources, the following steps will be adhered to:

- Order Lottery: Groups of employees will participate in an order lottery. This lottery number will determine the order in which employees will draw in the seniority lottery.
  - Seniority Lottery: The employee with the lowest lottery number in the Order Lottery will draw first in the Seniority Lottery. The employee with the lowest lottery number will have the most seniority and the employee with the highest lottery number will have the least seniority within that group.
4. Employees will be required to sign an acknowledgement notice accepting their permanent seniority order and this will be placed in their police department personnel file.
  5. Seniority shall be defined as time in service with the Santa Fe Police Department for the purpose of equipment/vehicle issue.
  6. In the case of Patrol Division, Criminal Investigations Division, Support Operations, and Administration Division time within the division/unit will be the considering factor for equipment/vehicle issue.
  7. Sergeants will continue to utilize time in service in these areas.
  8. An employee may voluntarily decline a new vehicle. If employee declines a vehicle, said employee will be placed at the bottom of the seniority list.

**C. Patrol Shift Bid:**

1. Patrol Shift bid shall be done by utilizing a sign up chart based on continuous service with the Santa Fe Police Department. The term continuous service shall be interpreted to mean total service from date of last hire as an employee of the Department. Sergeants will continue to utilize time in grade for shift bid purposes. Each employee shall be granted 10 minutes to select his/her team placement. The Department shall two weeks prior to the bid date post a list advising the employees of their designated date and time to bid.
2. In order to assist in placement selection Sergeants will bid first, then all other eligible police department personnel in order designated by the patrol shift bid sign up chart.
3. Each employee can either bid in person or telephonically on the posted date and time. If an employee is unable to bid in-person or telephonically at their designated date and time, the employee may bid in written form up to 24 hours prior to the employees posted date and time. The selection shall be utilized during the employee's assigned time.

4. Any employee who misses allotted time or failed to submit a written request shall be placed at the end of the entire bidding list.
5. Should an uneven number of positions become available the Chief or designee, shall predetermine which team(s) shall be allotted more slots, this will be done so that all positions are known to the employees prior to bidding on a patrol position.
6. Should any circumstance arise wherein it is determined by the Chief of Police that reassignment of Patrol Officers and/or Sergeants is necessary in order to preserve, maintain or otherwise establish the efficiency and effectiveness of Police Operations the Chief may reassign Patrol Personnel at his/her discretion provided that a seven day notice is served to the effected Patrol Personnel prior to the reassignment taking effect.

#### **Section 18A          Reemployment**

- A. If an employee resigns his employment the following shall be adhered to if the employee is rehired:

Ninety (90) days or less - Rehired to previous rank and pay grade with all seniority.

Ninety One (91) days or more - If certified, will be hired under the Lateral Hire Program.

All others are considered a new hire.

#### **Section 18B          Lateral Officer/Retired Officer Hire Program**

**GOAL:**          The City of Santa Fe and the Santa Fe Police Officer's Association seek to employ highly trained and experienced Police Officers.

##### **1. Lateral Officers:**

- a) All Lateral officers hired will be required to complete a minimum twelve (12) month probationary period with the Santa Fe Police Department. For the purpose of seniority under this collective bargaining agreement, lateral hires will begin at the bottom of the established seniority list and will receive no credit for prior years of service as a certified police officer or government employee as it pertains to seniority only.
- b) Lateral officers will be hired at the entry pay of the classification for which they meet minimum qualifications and pass all testing standards.
- c) Lateral officers are eligible to test for Detective upon reaching the rank of Police Officer II and must be off probation.

- d) A lateral officer will be eligible to test for Sergeant after (7) consecutive years of service with the Santa Fe Police Department from lateral hire date. A lateral officer hired on or before January 1, 2020 will be eligible to test for Sergeant upon completion of three (3) consecutive years of service at the rank of Senior Police Officer.
- e) A qualifying military lateral hired after July 1, 2020, will be hired at the rank of Police Officer I, regardless of total military police experience.

## **2. Retired Officers:**

- a) All retired officers hired will be required to complete a minimum twelve (12) month probationary period with the Santa Fe Police Department. For the purpose of seniority under this collective bargaining agreement, and retired hires will begin at the bottom of the established seniority list and will receive no credit for prior years of service as a certified police officer or government employee as it pertains to seniority only.
- b) Retired officers will be hired at the entry pay of the classification for which they meet minimum qualifications and pass all testing standards.
- c) Retired officers are eligible to test for Detective upon reaching the rank of Police Officer II and must be off probation.
- d) A retired officer will be eligible to test for Sergeant after (7) consecutive years of service with the Santa Fe Police Department.

## **Section 19                      HOLIDAYS**

A. The following are days which are adopted as legal holidays by the City Council:

New Year's Day (January 1st) (Actual)  
 Martin Luther King Birthday (City Observed)  
 President's Day (Observed the Friday after Thanksgiving)  
 Memorial Day (City Observed)  
 Independence Day (July 4th) (Actual)  
 Labor Day (City Observed)  
 Fiesta Holiday (Four hours on Friday of Fiesta Holiday)  
 Columbus Day (Observed December 24th)  
 Armistice Day and Veteran's Day (November 11<sup>th</sup>) (Actual)  
 Thanksgiving Day (4th Thursday in November) (Actual)  
 Christmas Day (December 25th) (Actual)

- B. Employees required to work on the day a holiday is observed shall be compensated for such work in accordance with the provision of City Human Resources Rule 6.50, paragraph B: "All employees who are required to work a holiday shall be compensated at the rate of two and one-half (2 ½) times their hourly rate," with the exception of the Fiesta Holiday when the employee shall receive only four (4) hours of holiday pay.

## **Section 20                      SICK LEAVE**

Sick leave may be authorized when an employee is incapacitated by sickness or injury, or when an employee needs time off for medical, dental and optical diagnosis or treatment. Sick leave may also be utilized to care for immediate family members who may be seriously ill or disabled.

### **A.        SICK LEAVE ACCRUALS:**

Employees are eligible for prorated sick leave accrual for hours worked and during paid leave in accordance with the following schedule:

0-1 year of service: up to 72 hours per calendar year.  
1-5 years of service: up to 96 hours per calendar year.  
5-10 years of service: up to 112 hours per calendar year.  
10-15 years of service: up to 128 hours per calendar year.  
15-20 years of service: up to 144 hours per calendar year.  
20 and more years of service: up to 159 hours per calendar year.

- B. An employee may request use of accrued leave provided that such use is applicable sick leave. An employee who abuses sick leave by using it for purposes other than those authorized in Human Resources Rule 13.30 shall have the absence charged as Leave Without Pay and may be grounds for disciplinary action.
- C. The Employer may require an employee to furnish a physician's statement for sick leave taken at any time abuse of such leave is suspected. Refusal by an employee shall result in disciplinary/corrective action.
- D. Only complete calendar months of service before and after interruptions or breaks shall be counted in computing the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another. The following rules shall apply:
1. When an employee has not experienced any interruption or break in service, the date from which his/her years of service is counted shall be the first day of the first complete calendar month worked.
  2. Periods of service as an employee prior to a break or interruption are less than twelve (12) months duration and are not the result of disciplinary action.



3. Periods of Leave Without Pay in excess of thirty (30) days shall not be counted as service time.
- E. An employee shall be allowed to progress from one graduated rate of accrual for sick leave to the next on the first day of the month immediately following the completion of the required total length of service.
- F. The Employer may buy sick leave on a yearly basis providing the following criteria are met:
1. An employee shall have and/or maintain a minimum balance at the end of each calendar year of five hundred (500) hours before buy-back may occur.
  2. An employee must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31 of each calendar year his/her intentions to sell back the sick leave.
  3. A maximum of ninety-six (96) hours may be sold back in any one year, never allowing the balance to drop below the minimum.
  4. The conversion ratio shall be one (1) hour of pay for every two (2) hours of sick leave.
  5. Sufficient City funding is available.
- G. An employee is not required to sell the leave in excess of the minimum balance.
- H. **BEREAVEMENT LEAVE:**

Employees will be allowed up to a total of forty (40) hours of bereavement leave in the event of a death in the employee's immediate family. Such leave shall be charged to sick leave, compensatory time, annual leave, or Sick Leave Bank if all other leave has been exhausted.

1. When justified, that the deceased is an immediate family member or domestic partner, additional leave may be granted by the Association (Executive Board) at the request of the employee. This additional leave may be charged to sick leave. If the employee does not have any available sick leave, the additional leave may be charged to annual leave and/or compensatory time.
2. Immediate family is defined as a parent, step-parent, legal guardian, grandparent, spouse, child, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, niece, nephew, aunt, uncle, grandchildren and domestic partner of the employee.

3. For the purpose of bereavement, if any employee has exhausted all their leave, and have met all the provisions in Eligibility and Limitations paragraphs c, d, f, g and h listed below. Employees may use up to 40 hours of the sick leave bank.

**I. SICK LEAVE BANK:**

The Sick Leave Bank serves as a depository into which participating employees may donate accrued sick leave and annual leave for allocation to other participating employees. The purpose of this bank is to alleviate the hardship caused if illness or injury forces the employee to exhaust all sick leave time.

**1. Eligibility and Limitations**

In order to qualify for usage of the Sick Leave Bank, an employee must be eligible and approved for FMLA, exhausted all other leave, and have met the provisions of all paragraphs (a-h) below:

- a. The criteria for Sick Leave Bank usage is a determination by the Human Resources Department that the medical condition meets eligibility as defined in the Family and Medical Leave Act.
- b. For purposes of the Sick Leave Bank, immediate family or household member is defined as, husband, wife, mother, step parents, father, brother, sister, children, step-children, or any relative or person living in the employee's household for whom the employee has custodial responsibility, or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed.
- c. The Sick Leave Bank is available to those employees who have completely exhausted all available leave and who are not receiving temporary disability benefits under the City's Workers' Compensation program.
- d. All employees must contribute (20) hours/ two (2) days of accumulated sick leave or annual leave or compensatory time to be eligible to participate, and only those who contribute are eligible. This contribution must be done per calendar year. Before the deduction will be made by payroll an employee must sign the authorization form.
- e. The maximum number of Sick Leave Bank hours that may be granted by the Association to any employee during the calendar year is up to 480 hours. Upon approval of the Association (Executive Board) and Employer additional Sick Leave Bank hours may be granted on a case by case basis.
- f. Benefits from the bank are not available retroactively.
- g. Once benefits are donated, they are no longer available to the employees.

- h. Donated accumulated leave time contributed to the pool become the property of the Association and may not be withdrawn, targeted for specific individuals, returned to an employee upon separation, retirement, or become part of the employee's estate upon his/her death.

2. **Qualifying Exigency for Military Family Leave (FMLA):**

In order to qualify for usage of the sick leave bank you must be eligible and approved for Qualifying Exigency for Military Family Leave (FMLA) and exhausted all other leave.

3. **Donations**

Employees wishing to transfer a portion of his/her accumulated leave time must sign a Sick Leave Bank Donation Form indicating the number of hours to be transferred. Employees will be given an opportunity to donate accumulated leave time to the bank per calendar year. City payroll and the Association shall approve donation forms.

- a. Employees may not donate more than 100 hours of sick leave within ninety (90) days of their separation date from the Department. Upon an employee's separation date, the City will look back to determine whether any donations above 100 hours occurred within the ninety (90) days prior to separation from the Department. Any hours above the 100 hour limit will be subtracted from the sick leave bank.
- b. Upon death of an employee, compensation for unused total sick leave shall be payable to the employee's estate. [Human Resources Policy 13.30 (1) ]

4. **Withdrawals**

- a. A memorandum generated by the member must be submitted to the Association ten (10) calendar days before anticipating the leave. Once approved, the Association must notify the payroll office three (3) days prior to the City payroll due date. If deadlines are not met, the employee will be denied sick leave donations.
- b. When a member is physically or mentally unable to apply for Sick Leave Bank, the immediate next-of-kin may make a request for Sick Leave Bank on his or her behalf. If there is no next-of-kin available, this request may be made by the legally appointed guardian, conservator or an individual acting under valid power of attorney. If none of the above are available, a supervisor and/or a union board member may make this request on the employee's behalf.
- c. The Association will render a decision to the employee within five (5) working days after receipt of the request.

## **Section 21**

## **HOURS OF WORK AND OVERTIME**

- A. The normal work day shall be ten (10) hours for all employees covered by this Agreement, unless otherwise agreed upon by the Chief and the Association. However, if the parties disagree, the Chief has the right to make the final decision. The normal work period will be forty (40) hours comprised of four (4) ten (10) hour days, or five (5) eight (8) hour days, as previously scheduled.

The Labor/Management Committee (LMC) shall discuss alternative work schedules for employees to present to the Chief. The LMC shall consider whether the new work schedule will directly benefit the community and/or provide greater availability of services to the public.

- B. Employees shall be entitled to overtime compensation at the rate of time-and-one-half their regular straight-time rate when they perform work in excess of forty (40) hours regularly scheduled in one week. Regular rate of pay and rules governing overtime compensation will be adhered to in accordance with FLSA.
1. The work week shall consist of seven (7) consecutive days beginning at 0001 each Saturday, or the tour starting the hour nearest to that time after 0001 hours.
  2. The work day will be any regularly scheduled consecutive twenty-four (24) hour period beginning at the start of the employee's regularly assigned shift.
  3. For the purpose of this section, an employee who elects to change shifts will not be considered to have worked in excess of eight hours on any one work day.
  4. The employer shall give seven (7) day notice in writing to an employee prior to changing a work shift, unless the said employee agrees to the change occurring before the seven days. For example: changing an employee from a day shift to a graveyard shift or vice versa.

### **C. Rest Periods**

1. All employees are permitted a 15-minute rest period during each one-half shift. The rest period shall be scheduled near the middle of each one-half shift insofar as practicable. Rest periods are not to be accrued or carried over or used at the beginning of a shift or to extend a lunch period.
2. A 15-minute rest period shall be allowed for an employee between shifts, or as soon as possible when doubling for a full eight-hour (8-hour) shift.

3. The Employer will attempt to ensure that a lunch period will be scheduled for each employee if the time permits.

**D. Compensatory Time:**

Time worked over forty (40) hours per work period will be compensated at one and one-half times the employee's regular rate of pay or in the form of compensatory time at the discretion of the employee. Compensatory time will be computed at the rate of one and one-half times the hours actually worked. The maximum accrual of comp-time for any employee is 480 hours. The employer reserves the right to pay all time worked over forty (40) hours per work period in lieu of a request for compensatory time made by the employee.

An employee may request payment for up to 100 hours of the accumulated compensatory time per fiscal year if the funds are available. If an employee terminates his/her employment with the City for any given reason, the employee will be compensated for all accumulated compensatory time. Compensatory time may also be utilized to realize accelerated retirement.

**E. Fair Labor Standards Act**

The parties agree to follow/comply with the provisions of the Fair Labor Standards Act, except as provided for in this Agreement and in accordance with the Act.

The Employer retains the right to adjust work schedules within the work period as allowed under FLSA. Schedule adjustments, as allowed for under FLSA, shall be temporary and are allowable only within the 40 hour work period.

**Section 22 EXTRA DUTY ASSIGNMENTS**

The Employer shall maintain a list within the Department of all employees who are willing to perform extra duty.

- A. When available, the Employer shall offer extra work opportunities only to persons on the list and extra duty work shall be made in sequential order through the list, with new opportunities being offered first to the person following the one who accepted the last offer. When the list is exhausted, officers shall return to the top of the list. The intention of this section is to equalize opportunities for extra duty among all persons on the list.
- B. In order to keep the list current, the Employer shall remove from the list any person who refused three (3) consecutive offers of extra duty work. This removal will remain in effect for the remainder of the quarter. On duty status does not count as a refusal.
- C. Any person who accepts an extra duty assignment but is unable to carry it out must notify the Chief or designee who will offer the assignment to the next person on the list.

Notification will be made at least forty-eight (48) hours in advance of the assignment, except in case of emergency.

- D. The employee shall receive a rate of pay on all EXTRA DUTY ASSIGNMENTS at a rate of time and one-half per hour.
- E. The list shall be updated quarterly and all employees desiring to sign up for extra duty assignments shall have a two week period to do so at the beginning of January, April, July and October. Employees shall sign up in person. If an employee is off during the sign up period, that employee will be allowed to sign up within three days of their return to work. It is the responsibility of supervisors to inform employees on leave regarding the sign up list and expiration date.
- F. The Department may assign personnel to staff extra duty assignments when employees on the list for extra duty assignments fail to meet the needs of the Department as they relate to departmental need or public safety.
- G. Failure to report for the assignment will be grounds for removal from the list for the remainder of the quarter.
- H. The Employer and the Association hereby recognize and agree that Section 22 Paragraph A of this agreement is not applicable to investigative case plans due to their sensitive nature.

## **Section 23            OUTSIDE EMPLOYMENT**

Outside Employment will be granted in accordance with Directive 29.1.

## **Section 24            EARLY RETIREMENT**

Bargaining unit employees who are eligible for retirement may convert unused sick leave to early retirement based on the following schedule and requirements:

- A. Accelerated Leave. An employee may use sick leave in order to realize accelerated retirement providing the following criteria is met:
  - 1. An employee must state in writing his/her intention to retire to the Human Resources Director and sign a retirement contract with the Employer.
  - 2. An employee may not experience any type of salary increase during the period of conversion.
  - 3. Employees who have completed twelve (12) years of continuous employment with the Department may use sick leave at a ratio of 1 day for 1 day of sick leave up to a maximum of 1,040 hours and an additional 1,100 hours of sick

leave at a ratio of 1 day for 2 days of sick leave up to a maximum of 2,140 hours in order to realize accelerated retirement.

- B. Under no circumstances will there be a cash payment for any unused sick leave except in accordance with Paragraph F of Section 20.

## **Section 25            LIABILITY PROTECTION**

- A. Pursuant to 41-4-1 et seq., N.M.S.A. (1978), as amended, the New Mexico Tort Claims Act, the Employer shall provide protection to employees from liability arising out of acts committed during the performance of their activities in the conduct of their office and within the scope of their duties.
- B. Legal counsel will be provided as set forth in the New Mexico Tort Claims Act, Section 41-4-1 et seq., N.M.S.A. (1978), as amended.

## **Section 26            GROUP MEDICAL INSURANCE**

The Employer has a group medical insurance plan that is offered to City employees. The employee will be advised of the plan at the employee orientation. The Employer will pay 76.5% of the cost of the group medical insurance premiums currently offered by the Employer to City Employees.

Each Union shall participate and have one vote on the committee that is composed to establish, evaluate, select and recommend group medical or dental insurance plans.

Specific details of the plan and cost to an employee are available from the Human Resources Department.

## **Section 27            WORKERS COMPENSATION**

The Employer will comply with the provisions of the New Mexico Workers' Compensation Act.

Refer to Appendix C.

## **Section 28            JURY DUTY AND WITNESS PAY**

Employees will be allowed to serve on jury duty during their normally scheduled work hours without loss of pay. If the employee is summoned to jury duty outside of their normally scheduled work hours, they will be compensated as hours worked. Jury fees received (excluding reimbursement for travel and meals) shall be remitted to the City Finance Department.



Personnel who are called to testify off duty as expert witnesses on behalf of the City or in relation to investigations which they have conducted shall have the option of receiving paid overtime or receiving a witness fee for the testimony. The employee will not be allowed to receive both compensations. In the event the employee chooses to receive the overtime pay in lieu of the witness fee, the employee will remit the witness fee check to the City.

## **Section 29            ON CALL AND CALL BACKS**

### **A.        On call Status:**

1.        The Department Section/Unit Commander(s) will develop and maintain an internal on-call schedule by Section/Unit for those employees assigned to the following sections/units: Criminal Investigations Section, Crime Scene Unit, Animal Services Division, Traffic Fatal Team.

On call staffing shall be filled in the following capacities:

Criminal Investigations Section - one (1) Criminal Investigation Sergeant, two (2) Criminal Investigators or one (1) Criminal Investigator & one (1) sworn officer assigned to the Criminal Investigations Section and, one (1) Crime Scene Technician (full time or Auxiliary).

Animal Services Division - one (1) Animal Services Officer.

Traffic Fatal Team - one (1) Traffic Fatal Team Officer and one (1) auxiliary traffic officer.

- a.        On call status coverage shall be designed to assure proper coverage and staffing for hours not covered by a normal work period (forty (40) hours comprised of four (4) ten (10) hour days or five (5) eight (8) hour days as previously scheduled).
- b.        Any employee who is scheduled to be on on-call status and is unable to carry out the schedule must notify his/her Supervisor/Commander as soon as possible. Notification will be made at least forty-eight (48) hours in advance of the on-call status assignment, except in cases of emergency. The Supervisor/Commander will then make the necessary adjustments, if needed, to fulfill the scheduled on-call coverage.
- c.        Assignment to the on-call program shall be mandatory for those members assigned to the sections/units identified in paragraph A subsection 1 of Section 29 of the CBA. Any employee who fails to respond to a call out within the designated time frame may be subject to disciplinary/corrective action in accordance with Section 34: Disciplinary Action of the CBA.

- d. The Department shall provide a cellular telephone to any employee assigned to on-call status.
- e. On-call status will be for seven (7) consecutive days. An on-call day will consist of a twenty-four (24) hour period.

Any employee may be removed from on-call status prior to the end of their seven (7) days for the following cause(s):

- 1. At the discretion of the Chief or designee
- 2. Serious illness or injury
- 3. Family emergency
- 4. The Employer shall compensate employees assigned to the on-call program.
- 5. Employees assigned to the on-call program shall receive one-hundred dollars (\$100.00) per on-call rotation they participate in as defined in paragraph A-1 of Section 29 of the CBA. This amount shall not include any actual overtime hours worked by an employee as a result of being called out.
- 6. Employees assigned to the on-call program are eligible for only one (1) on-call program compensation pay per on call week.
- 7. On-call Status: An employee will not be required to remain at home for the purposes of meeting the requirements for on call status, so long as said employee can assure availability and fitness for duty within sixty (60) minutes from the time of the initial notification from the on call supervisor. The parties hereby recognize and agree that response time may be extended with commander approval.

**B. Call Back Time:**

When an employee is required to physically report to a post after the conclusion of a normal work shift and prior the beginning of said employee's next work shift, the employee shall receive compensation at time and one-half for a minimum of two (2) hours from the time said employee is contacted by a Supervisor and/or Commander.

If an employee is called by a supervisor while off duty and not required to report to post and the phone call exceeds six (6) minutes the employee will be compensated for the actual time spent on the phone call.

**Section 30 DEFERRED COMPENSATION PROGRAM**

The Employer will provide opportunities to participate in a 457b.

### **Section 31 CHECK OFF AUTHORIZATION**

- A. The Employer shall deduct from employees' pay for each pay period, Association dues in an amount specified upon presentation of dues deduction authorization card signed by individual employees.
- B. The Employer shall pay the amount withheld to the Association.
- C. The Employer and the Association will comply with Supreme Court ruling in Janus V. AFSCME, Council 31, 138 S. Ct. 2448 (2018),
- D. The Association agrees that it will indemnify, defend and hold the Employer harmless from and against any claims arising from payroll deductions made by the Employer pursuant to this Article, except those claims incurred solely as a result of a breach by the Employer of its legal duties or obligations under the United States Constitution.

### **Section 32 LAY OFF AND RECALL**

- A. Should a reduction in personnel services be mandated by the governing body, the Employer will review all alternatives to the layoff of personnel. The Association will be provided the opportunity to offer alternatives to the reduction of personnel.
- B. Layoff: If a reduction in work force becomes necessary, all of the following factors shall be considered:
  - 1. Seniority of the employee,
  - 2. Training, skills, and abilities of the employee, and
  - 3. Departmental needs.
- C. Transfers: When a lay-off occurs, the mandatory transfers between units shall be made in such a way as to maximize the efficiency and effectiveness of the Department. In making such transfer decisions, the following factors shall be considered:
  - 1. Seniority of the employee
  - 2. Qualifications of personnel
  - 3. The nature of the transfer and the skills called for within the unit being transferred to
  - 4. Departmental needs, and
  - 5. The stated assignment preferences

- D. Recall: Personnel separated as a result of a reduction in force shall be recalled based upon all of the following factors:
1. Seniority of the employee
  2. Training, skills, and abilities of the employee
  3. Disciplinary history of the employee for the past twelve (12) months, and
  4. The stated assignment preferences
- E. The term "seniority" for the purposes of this section is set forth in Section 18: "Seniority" of this Agreement.

### **Section 33            INTERNAL AFFAIRS**

It is the policy of the Department to maintain internal discipline, open lines of communication with the general public, and encourage citizens to freely express concerns or complaints of misconduct, malfeasance, or other inappropriate conduct by members of the Department. All members of the Department are responsible for ensuring departmental integrity and assisting in the expeditious response to citizen complaints in a fair and impartial manner.

#### **A.        PURPOSE**

1. In recognition of the need to maintain departmental integrity, the Professional Standards Unit is charged with the responsibility of impartially and objectively investigating all allegations of malfeasance, non-feasance, and misfeasance brought against any member of the Department.
2. The Professional Standards Unit may conduct investigations into allegations of misconduct as outlined herein for the purpose of providing the Chief with a means of impartially assessing employee actions to ensure compliance with departmental rules and regulations, to enforce internal discipline, and to provide a vehicle through which citizen concerns may be equitably evaluated and judiciously addressed.
3. To ensure the rights provided under the Peace Officers Employer-Employee Relations Act, NMSA 29-14-1 through 11, Garrity Rights originating from the U.S. Supreme Court Case "Garrity vs. New Jersey:", and Weingarten Rights originating from the 1975 U.S. Supreme Court Case "NLRB vs. Weingarten, Inc." 420 U.S. 251, 88 LRRM 2689.

## **B. ORGANIZATION & STAFFING**

The Professional Standards Unit reports directly to the Chief.

1. Under certain conditions, the Chief may appoint a Sergeant or above to conduct an Internal Affairs Investigation.
  - a. Conditions are listed as, but not limited to: absence by the Internal Affairs Officer; the existence of multiple complaints at one time; the existence of a possible conflict of interest.
  - b. If the Chief appoints a Sergeant or above to conduct an Internal Affairs Investigation, he/she may be temporarily assigned to the Professional Standards Unit while the case is being actively investigated, to include preparing the final report for the Chief.

## **C. RESPONSIBILITIES & DUTIES**

The Professional Standards Unit is responsible for performing those duties in accordance with Department policies and all applicable laws, to include but not limited to:

1. Recording, registering, and conducting the investigation of complaints against employees;
2. Conducting the investigation of alleged or suspected misconduct within the department;
3. Overseeing the investigation of inquiries into violations of department policy not investigated through the Internal Affairs Unit;
4. Maintaining the confidentiality of the Internal Affairs Investigation and records. Internal Affairs investigations are considered to be highly confidential in nature. When the confidentiality of an internal affairs investigation is compromised by either the Employer or the employee, it shall be treated as a violation of policy and investigated immediately by order of the Chief of Police.
5. Administering, maintaining and investigating civil actions brought against the Department;
6. Disseminating information to the public on procedures to be followed in registering complaints against agency employees.

#### **D. AUTHORITY**

1. Emergency suspension against an employee may be imposed by a supervisor and/or command officer having the rank of Lieutenant or above, only in situations where the affected employee is clearly physically or mentally unable to perform his/her duties and/or the employee is alleged to have committed one or more severe infractions of the Department's policies and procedures.
2. If an emergency suspension is imposed, the suspended employee and the supervisor will present themselves at the Chief's Office no later than 9:00 AM on the next working day. An emergency suspension which will extend beyond one (1) work day must be approved by the Chief.
3. Any administrative investigation will be completed within 180 days. The 180 day period shall not include time for review. Additional extensions may be granted if circumstances arise outside of the control of Department or City of Santa Fe (e.g. Military Leave, FMLA, pending criminal investigation or criminal charges, time to locate a critical witness, etc. A copy of the approval, to include the amount of time granted and reason for delay, will be sent to the employee. The Chief's review process shall be completed within 30 days.

#### **E. FINDINGS**

Upon completion of the investigation, a finding shall be made and the investigation shall be classified as one of the following;

1. Sustained - the allegation is supported by sufficient proof.
2. Not-sustained -the evidence is insufficient to prove or disprove an allegation.
3. Unfounded - there is no basis for the complaint, not founded on fact or truth.
4. Exonerated - conduct was proper, cleared of allegations.

The Chief shall review the investigation and either concur or not concur with the findings. The Chief, via letter, shall notify the employee being investigated as to the disposition of the investigation within ten (10) business days of the Chief's decision. Upon receiving the Chief's decision, the employee, via written request, shall then be permitted access to review the Internal Affairs file. The employee's Union Representative and/or legal counsel shall be permitted to review the Internal Affairs file if requested in writing by the employee.

All findings shall be based solely on the totality of the evidence gathered by the investigator during the course of the internal affairs investigation. Findings should not be based on the



personal opinions, bias, and feelings of the investigator. Findings should not include statements made by the investigator which serve to lend credence to the finding beyond the merit of the evidence, but may not preclude opinions derived from training, experience and work related knowledge.

#### **F. DUTY STATUS DURING INVESTIGATION**

The Chief, in the best interest of the Department, may elect to take any of the following actions concerning an employee's duty status during an Internal Affairs investigation:

- A. Continue the employee on duty as assigned.
- B. Continue the employee on duty in a temporary assignment. This temporary assignment will not be deemed disciplinary in nature and is designed to protect the employee, Employer, and the public interest.
- C. Impose administrative leave with pay upon an employee pending the results of the investigation and/or subsequent department proceedings.
- D. Impose leave without pay based the severity of allegation that the employee may have committed one or more severe infractions of the Department's policies and procedures, City of Santa Fe Rules and Regulations, or law and with the approval of the City Attorney and the City Manager.

#### **G. EMPLOYEE RIGHTS**

- A. All Internal Affairs investigations shall be conducted fairly and impartially and in compliance with the New Mexico State Peace Officer Employer-Employee Relations Act. The Act affords certain rights to employees who are under investigation by his/her employer for alleged actions which could result in administrative action. The Act is attached hereto as Appendix A.

### **Section 34 DISCIPLINARY ACTION**

- A. In the event that an investigation could result in the implementation of disciplinary action, if the investigated employee so requests, the Association may designate two representatives to participate at all stages of the proceedings. The employee shall be provided with copies of the written charge(s) and discipline decision.

#### **B. Administrative Investigations**

When an employee is under the investigation by the Employer for alleged actions that could result in administrative/criminal sanctions being levied against the employee, the employee shall be afforded all rights and privileges, if any, guaranteed by the New

Mexico Peace Officers Employer-Employee Relations Act. A copy of the Act is included as Appendix A.

### **C. Basis for Employee Discipline**

#### **1. Discipline**

Disciplinary actions for employees are based on showing of cause. Disciplinary actions will be consistent with governing laws and regulations and will be taken without regard to race, age, religion, color, national origin, ancestry, sex, physical or mental disability or serious medical condition. No employee will be disciplined for refusing to perform an unlawful act.

#### **2. Approval by the City Manager**

All disciplinary action shall require approval of the City Manager before implementation. Whenever such approval is not practical because of urgent circumstances, necessary action may be taken and the situations reviewed with the City Manager as soon as practical.

#### **3. Progressive Discipline**

An employee shall be progressively disciplined based on the nature of the infractions(s). Each case of inadequate performance or act of misconduct shall be judged individually. The step of progressive discipline depends on the severity of the infraction and the employee's previous work and disciplinary record. Discipline will be based on fundamental fairness, equity and consistency within the Department. Because of the serious nature of some infractions, the first disciplinary action may be dismissal or other disciplinary action.

- a. **Verbal Counseling :** A verbal counseling by an immediate supervisor is used for minor infractions such as informing employees that their performance, actions, behavior or conduct needs to change. Under normal circumstances supervisory personnel should use a verbal counseling first before any formal disciplinary is taken. A POA Representative will NOT be called during this supervisor and employee conference time. Cause of verbal counseling's' include, but are not limited to:

- 1. Substandard work performance
- 2. Tardiness

Supervisors/Commanders will complete the proper Officer Conference Form with all necessary information in the text. The Officer Conference Form shall be maintained by the supervisors/commanders for three months.

- b. **Letter of Counseling:** (written warning memorandum). A letter of counseling by an immediate supervisor is used for minor infractions to inform employees that their performance, actions, behavior or conduct needs to improve. An employee may receive a letter of counseling for an infraction that is of a greater degree than that for which verbal counseling may be used or in cases when the initial verbal counseling did not correct the behavior in question. At the time of a letter of counseling being issued to an employee, no more than two POA Representatives will be present and the content of the letter of counseling may include a reference to the date and time of a verbal counseling being issued by a commander for the infraction defined in the letter of counseling. The letter of counseling shall be kept in the police department file for a period not to exceed three months, for the purpose to monitor a change with the employee's behavior, conduct, work performance, or actions. A letter of counseling may be used in conjunction with the employee's Performance Appraisal Development Plan (PADP) or interim Performance Appraisal Development Plan (PADP). Causes of letter of counseling include, but are not limited to:

1. Repeated tardiness
2. Missed court appearance/administrative hearing in a misdemeanor case

- c. **Written Reprimand:** An employee shall receive a written reprimand because the deficiency or infraction is of a greater degree than that for which a corrective action may be used or if the corrective action did not change the employee's behavior.

Causes for written reprimands include, but are not limited to:

1. Failure to follow safety rules
2. Failure to follow published rules and regulations
3. Missed court appearance/administrative hearing in a felony case

Written reprimands shall be placed in the employee's Human Resources file. The employee will be provided with a copy of the statement. The employee will be given the opportunity to review and acknowledge that he/she has reviewed the statement. The employee may respond by noting on the reprimand that they do not agree with the statement or may file a written rebuttal, which shall be placed in the employee's Human Resources file. Complaints or disagreements concerning written reprimands may be addressed through the informal grievance procedure, by mutual agreement.

At the employee's request, the written reprimand will be removed from the employee's Human Resources file twelve (12) months after the employee received the reprimand provided the employee has not received another written reprimand or other disciplinary action during the twelve (12) month period.

- d. **Suspension:** An employee may be suspended without pay for a single serious infraction or for continued inadequate job performance or misconduct. Such suspension will not exceed thirty (30) working days. Suspension of an employee is subject to the formal grievance procedure. Causes for suspension include, but are not limited to:

1. The causes listed for written reprimands
2. Continued instances of poor performance or a single occurrence of poor performance if serious
3. Insubordination

At the employee's request any suspension will be removed from the employee's Human Resources file eighteen (18) months after the employee received the suspension, provided the employee has not received another suspension or other disciplinary action during the eighteen (18) month period. If an employee receives a subsequent disciplinary action during the original eighteen month time frame, the original disciplinary action shall be held in the Human Resources file for a total of, but not longer than three (3) years.

- e. **Demotion and Dismissal:** An employee may be demoted or dismissed for continued inadequate job performance or for other causes. The demotion or dismissal of an employee is subject to the formal grievance procedure. Causes for demotion or dismissal shall include, but are not limited to:

1. All causes listed previously if continuing and are on going infractions
2. Theft or intentional abuse and destruction of City property or unapproved use of city property for any reason
3. Conviction of a felony
4. Conduct unbecoming an employee of the City or Police Department
5. Deliberate falsification of information on the employee's job application or other record
6. Violation of the New Mexico Controlled Substances Act, or using controlled substances or alcohol on the job, or reporting to work under the influence of an unlawful controlled substance or alcohol, except that use of alcohol or unintentional use of a controlled substance while in the performance of their duties will not be a violation
7. Insubordination deemed blatant or hostile
8. Failure to meet standards of substance abuse rehabilitation programs

#### 9. Lying in an Internal Affairs Investigation (Dismissal)

The preceding examples are typical of the types of infractions sometimes encountered, but are not inclusive of all situations that may arise. The Employer reserves the right to exercise judgment and render disciplinary action or dismissal as determined appropriate based on the circumstances of each case.

#### D. Disciplinary Files

The Department shall maintain a disciplinary file on each employee who receives a disciplinary action. The file shall include all disciplinary actions which have not been removed pursuant to the terms of this section. The disciplinary file shall also include a history of all disciplinary actions which occurred during the employee's service with the Department.

A brief chronological history of disciplinary actions taken will be maintained by both the Department and Human Resources. This history shall be limited to date, employee name, charge and disposition.

#### E. Pre-determination hearings

An employee notified of a possible written reprimand, suspension, demotion or dismissal shall be entitled to a pre-determination hearing before the Chief or designee.

1. **Loudermill Rights.** Unlike Weingarten, the employer has an obligation to inform the employee of his/her Loudermill Rights to a hearing. The right is known as "Loudermill Right" based upon the 1985 U.S. Supreme Court decision in the case of *Cleveland Board of Education v. Loudermill*.
2. **Notice.** An employee shall be notified in writing at least forty-eight (48) hours prior to the date and time of the pre-determination hearing. The notice shall disclose the proposed disciplinary actions, reasons for the proposed disciplinary actions, and shall state the time, place and date of the hearing.
3. **Hearing Procedure.** The hearing shall be informal and shall be conducted by the Chief or designee. The employee shall be represented by legal counsel and/or up to two representatives of the Association. The purpose of the hearing is to provide the employee with a reasonable opportunity to address the reasons for the proposed disciplinary action.
4. **Waiver.** The hearing may be waived by the employee in which case the disciplinary action is effective immediately.

5. **Decision. The Chief, or designee,** shall render a final recommendation within five (5) business days of the hearing, and forward the recommendation to the City Manager. If the employee wishes to appeal the disciplinary action, the employee shall submit a written appeal to the City Manager within five (5) business days from the date the employee was served with the decision from the Chief or designee. The written appeal must state the specific reasons why the disciplinary action should not be taken. The City Manager has fifteen (15) business days from the receipt of the employee's written appeal to consider the appeal and respond in writing to affirm, modify or reject disciplinary action. The City Manager, at his/her discretion, may also within this time period request a meeting with the Union and the employee to discuss the appeal.
6. **Appeal.** If the association is dissatisfied with the decision of the City Manager with regards to suspensions, demotions, or terminations, it may appeal the decision by serving a written demand for arbitration pursuant to the Arbitration provision of Section 35. An employee dissatisfied with the decision of the City Manager with regards to disciplinary action other than suspensions, demotions or terminations may appeal the decision at the cost to the employee by serving a written demand for arbitration pursuant to the Arbitration provision of section 35.

## **Section 35**

## **GRIEVANCE AND APPEAL PROCEDURES**

Grievances shall be limited to alleged contractual violations, misapplication or misinterpretation of any provisions of this Agreement. Grievances shall be filed within fifteen (15) business days from the date the violation(s) occurred, or from when the Association or the employee was aware or reasonably could have been aware of the violation(s) of the Agreement.

### **A. Informal Grievance Procedure**

The purpose of the informal grievance procedure is to provide employees with a fair and equitable process for resolving complaints or problems. Most grievances should be resolved at the lowest possible level and as informally as possible before the parties resort to the formal grievance procedure.

1. The affected employee shall discuss the problem with his/her first line supervisor and attempt to work out a solution. No written documentation is required, and it is anticipated that most problems will be resolved at this level.
2. If the employee does not obtain a satisfactory solution to the problem after consultation with the first line supervisor, the employee may discuss the problem again informally with the next level supervisor if applicable.
3. If the problem is not resolved by a supervisor in the chain of command, the employee may file a written complaint with the Chief. The written complaint shall contain the following information:



1. The name and position of the affected employee.
2. A clear and concise statement of the grievance.
3. The issue or issues involved.
4. The relief sought.
5. The date the incident or violation took place.
6. The specific section or sections alleged to have been violated.

The Chief or designee shall respond in writing within ten (10) business days of receipt of the written complaint and shall within this time period request a meeting with the Association and/or the affected parties to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to the formal grievance process.

#### **B. Formal Grievance Procedure**

If a mutually agreed upon solution was not reached through the informal grievance procedure, the Association must submit a formal grievance to the City Manager within seven (7) business days from the date of the informal grievance written response from the Chief.

Formal Grievances may be filed by the Association on behalf of an individual employee or group of employees covered by this Agreement, or the Association as the exclusive representative. If an individual employee decides to file a formal grievance, they do so at their own expense and must provide for their own counsel.

All steps of the Informal Grievance Process must be completed prior to evoking the Formal Grievance Procedure. All formal grievances shall be filed in writing and shall contain the following information:

1. The name and position of the affected employee
2. A clear and concise statement of the grievance
3. The issue or issues involved
4. The relief sought
5. The date the incident or violation took place
6. The specific section or sections alleged to have been violated

The City Manager or designee shall respond in writing within twenty (20) business days of receipt of the written grievance and shall within this time period request a meeting with the Association to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to final and binding arbitration by the Association (but not by the individual employee) within ten (10) business days after the time for response of the City Manager.

#### **C. Miscellaneous**

1. Tape recorders or other electronic recording devices may be used by any party participating in the grievance.

2. Any of the time limits set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of both parties.
3. A party to this Agreement or an individual employee may be represented by counsel at any step of the formal grievance procedure at his/her own cost.
4. A grievance may be withdrawn by the Association at any step of the procedure without prejudice and without precedence except as to objections of timeliness. The arbitrators shall decide all disputes regarding the grievability of grievances.

**D. Arbitration**

1. The Association has complete discretion as to whether it will demand arbitration or accept the City Manager's response. If however, the Association decides to demand arbitration it must serve a written demand for arbitration upon the Employer within ten (10) business days from the time of response from the City Manager.
2. Within five (5) business days of the written demand for arbitration, the Association shall make a request for a panel of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA), unless the parties can agree upon an arbitrator or alternative panel of arbitrators from which to select an arbitrator.
3. Within five (5) business days of the receipt of a list of arbitrators, the parties will confer to select the arbitrator. The selection shall be made by the Association and the Employer alternately eliminating names. The last name remaining shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name. If the Employer fails or refuses to strike a name from the list, the Association may request that the FMCS or the AAA unilaterally appoint an arbitrator to hear the matter. Once an arbitrator is either selected by the parties or appointed by the FMCS or AAA, the arbitrator shall have full jurisdiction.
4. The decision of the arbitrator shall be based upon the facts established by the testimony and documents presented in the case. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of the Agreement; but, the arbitrator may give appropriate interpretation or application to such terms and provide appropriate relief. The arbitrator shall not have authority to make an award, which includes a fine or other punitive damages or award of attorney's fees.
5. The arbitrator's decision shall be final and binding on the parties. In arbitrations challenging a disciplinary action, the Employer shall have the burden of proof by a preponderance of the evidence. In arbitrations where the Association alleges a

contractual violation or dispute over a working condition, the Association shall have the burden of proof by a preponderance of the evidence.

6. Each party shall pay one-half of the arbitrator's fees and expenses.
7. Nothing in this section shall prohibit a party from appealing an arbitration award pursuant to the New Mexico Uniform Arbitration Act in a court of competent jurisdiction.

### **Section 36 PROBATION PERIOD**

Probationary employees are not covered by this Agreement. It is understood and agreed by both parties to this Agreement that the probationary period for sworn employees includes the period of time from the date of hire as a permanent full-time employee for a period of twelve (12) months, which may be extended for up to 6 months, due to work related performance or work related injury.

It is understood and agreed by both parties to this Agreement that the probationary period for civilian employees shall be in accordance with Rule 4 section 4.51 of the Human Resources Rules and Regulations.

Personnel shall not receive a promotion or pay increase until successful completion of the probationary period, except for those increases approved by the Governing Body.

### **Section 37 FILLING OF VACANCIES**

#### **A. PERMANENT VACANCIES**

1. **Merit Principles**
  - A. The Parties adopt the following merit standards and shall govern in all Department personnel policies and procedures:
    1. Recruiting, selecting, and advancing employees will be on the basis of their ability, knowledge and skill, including open consideration of qualified candidates for initial employment;
    2. Equitable and adequate compensation will be provided;
    3. employees will be trained as needed to assure high-quality performance;
    4. employees will be retained on the basis of the adequacy of their performance, and provisions will be made for correcting inadequate performance and separating employees whose inadequate performance cannot be corrected;

5. fair treatment of candidates and employees in all aspects of human resources administration without regard to race, color, religion, sex, national origin, political affiliation, age, handicap, or other non-merit factors, and with proper regard for their primary and constitutional rights as citizens, will be assured, and;
6. employees will be informed of their political rights and prohibited practices under the Hatch Act.

## **2. Posting of Vacancies**

- a. All POA vacancies shall be publicly advertised for a minimum of ten (10) calendar days by the office manager or designee. Qualified Union applicants may be given initial consideration for the applied position; however, the most qualified applicant will be selected. (This section will not affect requirements set by the New Mexico Law Enforcement Academy).
- b. The position vacancy posting shall contain the classification of the position, the testing requirement for applicants, the minimum qualifications for the position, the FLSA and Union Status; the work location of the vacancy; a description of working conditions; a general description of the position; examples of work; the pay schedule of the position; the location where applications are to be filed; the opening and closing dates; and the time frames for accepting applications.

## **3. Filing**

- a. All applications for positions in the Department shall be made on forms prescribed by the Human Resources Director. Such applications shall include information, which the Human Resources Director may deem necessary or is mandated by City, State and Federal law, regulations and guidelines. All applications shall be signed, dated and the truth of all statements contained therein certified by the applicant's signature.
- b. No question on any form or application shall be so worded as to elicit information concerning the sex, age, race, physical or mental handicap, national or ethnic origin, political or religious opinions or affiliation of any applicant except that information required to assist with equal employment opportunity efforts, nor shall inquiry be made concerning such origin, opinions or affiliation during any interview, and all such disclosures thereof shall be disregarded.

**4. Examinations**

- a. Examinations of applicants shall consist of testing devices that will establish and confirm the qualifications of applicants required by the class and/or the rank for which applicants are being examined.
- b. Examinations to measure the qualifications of candidates shall be conducted by the Human Resources Director and his/her staff, or by persons designated by the Human Resources Director to assist.

**5. Character**

- a. Testing for a position vacancy and/or higher rank in the Department may be accomplished by a combination of the following types of tests: written tests, training and experience, oral tests, assessment center, performance tests, or any other appropriate selection device. A minimum of two (2) types of tests shall be used.
- b. New tests will be developed in accordance with established professional techniques and relevant federal laws, regulations and guidelines with the intent of measuring critical or important knowledge, skills, abilities, job duties, work behaviors, or work necessary for successful job performance.
- c. No test shall be administered by the Department to an applicant candidate for employment without such test having been approved by the Human Resources Director.

**6. Administration**

- a. The Human Resources Director shall publish the dates and location of the scheduled test.
- b. The Human Resources Director may designate such proctors and oral examiners of recognized professional competence in the area to be tested as may be necessary for the proper administration of tests, may provide for their compensation, and may arrange for the use of facilities in which to administer the tests.
- c. Oral tests will be administered by oral examiners, appointed by the Human Resources Director, who do not hold any political office and who do not make the final hiring decisions at the Department level for the position in

question. A testing specialist from the Human Resources Department will proctor all oral tests.

- d. The Human Resources Director shall assign an identification number to each examinee, and this number shall be used to identify all of an examinee's papers.
- e. If the conduct of any examinee is improper during any phase of a test, the proctor may remove such examinee from the test. Such conduct will be brought to the attention of the Human Resources Director who may bar the examinee from future tests. The Human Resources Director may require any examinee to retest if there is reason to believe the examinee has received prior knowledge of confidential information about the test content, has made false representations at the test administration, or whose conduct during test administration was such as to obtain an unfair advantage.

## **7. Scoring**

- a. The Human Resources Director shall compute a final score using acceptable testing practices. Where a combination of testing procedures is used, failure on any part of the procedures may constitute failure for the entire test.
- b. The observed (raw) score shall be used to rank the candidates.

## **8. Notice of Results**

Notification of test results shall be in writing and made within 30 calendar days of the test date.

## **9. Confidentiality**

The Human Resources Director shall maintain the security of all tests. Written tests, oral test questions, performance tests, rating formulas or any related material that would compromise the content of a test shall be confidential, except as otherwise prescribed under the Federal Freedom of Information Act.

## **10. List of Eligibles**

The Human Resources Director shall maintain an official roster of applicants eligible for appointment to a class and/or rank.



#### **11. Establishment**

A separate list of eligibles shall be established and maintained for each class and/or rank in the City.

#### **12. Names**

The names of applicants with passing test scores shall be placed on an appropriate list of eligibles. For promotional consideration, in rank order of final test scores achieved, and seniority of the employee in cases of tie scores.

#### **13. Supplemental Registers**

The Human Resources Director shall periodically make a review of existing lists of eligibles to determine whether there are an adequate number of applicants available to meet the needs of the Department. When it is determined by the Human Resources Director that the particular list of eligibles is inadequate or may become inadequate in a short period of time, the Human Resources Director shall order recruitment and testing for that class and/or rank.

#### **14. Duration of Names**

An applicant's name shall be retained on a list of eligibles for twelve (12) months from the date the applicant is placed on the list of eligibles.

#### **15. Requests for Hire**

Whenever a vacancy or an anticipated vacancy occurs in a position, or when a list of eligibles is twelve (12) months old, and the Department desires to fill the vacancy with a promotion, a request for a list of eligibles shall be submitted to the Human Resources Director on the prescribed forms, unless otherwise provided for by the Human Resources Director.

#### **16. General**

- a. Selection for appointment to a position in the Department shall be made from a list of eligibles.
- b. Upon selection by the Department, a recommendation will be made to the City Manager through the Human Resources Director to which the City Manager must concur before the selection is approved.

- c. Should the higher ranked applicant (s) not be selected, he/she will be given the reason(s) prior to the Department's recommendation to the City Manager and Human Resources Director, as to why he/she was not selected and the opportunity to meet with the Chief to discuss the non-selection. The Chief shall also provide the City Manager and Human Resources Director with the reasons why the higher ranked applicant(s) were not selected. The applicant (s) not selected are given the opportunity to present in writing relevant facts to the City Manager within forty-eight (48) hours after the notification of non-selection. The City Manager shall review the Chief's and the applicant's submission and shall make a finding of justifiable cause for the non-selection. Justifiable cause can include:
  1. Unsatisfactory work performance.
  2. Inability to perform duty due to mental, physical or emotional difficulties that are clinically documented and that directly affect the work performance of the individual.
  3. Lack of specialized knowledge for the position.

## **B. TEMPORARY VACANCIES**

1. A job will be considered vacant when the employee holding the job has quit, is discharged, demoted, promoted, transferred to another department, or when it is a newly created job. All other vacancies shall be considered temporary.
2. Should the Employer choose to fill a temporary vacancy, notice of the temporary vacancy shall be posted on the Department Special Orders for ten (10) calendar days. Any employee desiring consideration for the temporary vacancy shall file a *Memorandum of Interest* within the posting period. *Memorandums of Interest* shall be submitted to the office of the Chief.
3. If more than one (1) qualified employee submits a *Memorandum of Interest*, the temporary vacancy will be filled by the employee that best meets the qualifications, skills, and abilities required by the vacant position, provided disciplinary records are otherwise equal.
4. Management may assign an employee to fill the vacant position during the posting or in the absence of any *Memorandums of Interest* by a qualified employee. Employees temporarily assigned or transferred to a lower-paid job in the Department or in a different department within the City, shall receive their regular rate of pay.

5. When a vacant position has been filled as a temporary vacancy for thirty (30) or more consecutive workdays, the employee filling the vacancy shall receive all pay and benefits pertaining to that job classification.
6. Notwithstanding any provision to the contrary, employees may be assigned or transferred temporarily for a period of time not to exceed six (6) months without a permanent vacancy being created as a result.

### **C. ASSIGNMENTS AND TRANSFERS**

The Employer retains the right to assign, transfer, and retain employees in positions, including assignment of employees to specific positions and the determination of job content and/or job duties.

1. Notice of a vacant position shall be posted in the Department Special Orders for ten (10) calendar days. Any qualified employee desiring consideration for the position shall file a *Memorandum of Interest* within the posting period. *Memorandums of Interest* shall be submitted to the office of the Chief.
  - a. If an employee is away from work for an extended period of time (i.e. annual leave or training), the employee may submit a memorandum to the Chief expressing interest in a particular position or unit should a vacant position become available during the employee's absence. These memorandums shall include the date the employee will be away from work and the date the employee is expected to return to work, and shall only be valid between those specified dates.
  - b. If more than one (1) qualified employee submits a *Memorandum of Interest*, the vacant position may be filled by the employee that best meets the qualifications, skills and abilities required by the position, provided disciplinary records are otherwise equal, at the discretion of the Chief. If there are two equally qualified candidates, seniority will be used to break the tie.
  - c. If only one (1) qualified employee submits a *Memorandum of Interest*, but the Employer determines that his or her selection is not in the best interest of the Department (e.g. the employee is currently serving in a position where his or her talents are needed and cannot easily be replaced), the employer may select another qualified employee to fill the vacant position.
  - d. Nothing in this section shall prohibit the Employer from making disciplinary lateral transfers in accordance with Section 34 of this Agreement. The non-disciplined employee displaced by the disciplinary transfer shall be given the first opportunity to return to his/her prior position when an opening becomes available.

- e. Nothing in this section shall prohibit a lateral transfer wherein both employees request in writing to switch positions stating the reasons for the requests and the request is approved through the chain of command with the Chief having the final approval.

### **Section 38 EDUCATIONAL INCENTIVE PAY**

- A. The employer shall pay an educational incentive at the rate set forth below only for the highest level degree achieved by the employee:

Associates Degree	\$ 50.00 per month
Bachelor's Degree	\$ 100.00 per month
Master's Degree	\$ 150.00 per month

- B. To be eligible for educational incentive pay, an employee must:
  - 1. Have successfully completed his/her probationary period
  - 2. Have received a degree from a fully-accredited college or university verified by a certified official transcript

### **Section 39 STAFFING**

Subject to the right of the Employer to set and determine the number of employees to be carried in each job classification, the Employer will meet and consider input from the Association prior to changes in staffing that decreases the number of union positions in an attempt to ensure that sufficient personnel and resources are available to allow employees to accomplish their duties in a timely and safe manner.

### **Section 40 LABOR MANAGEMENT COMMITTEE**

The parties shall establish a Labor Management Committee (hereinafter referred to as "LMC") which shall be a standing committee for the duration of this Agreement. The LMC shall meet at least every other month at a mutually agreed upon time and place on paid status for all members. The Association and the Employer shall each appoint four members unless mutually agreed to the contrary. The LMC shall be free to address any topic of mutual interest or concern which affects working conditions of employees to include issues of health and safety. It is understood and agreed that while the parties shall not be restricted in the topics to be addressed other than set forth above, neither the discussions, nor the outcome thereof shall be considered or treated as constituting a binding agreement. This committee is not empowered to negotiate or resolve any changes in the collective bargaining agreement or formal grievances, but if an agreement can be reached on an issue of mutual interest or concern, the LMC will give the information to the City and the Association, and if both agree, a Memorandum of Understanding can be implemented.

**Section 41      CITY OF SANTA FE AND POLICE DEPARTMENT RULES AND REGULATIONS**

- A.      The Employer may amend or expand current rules and regulations which directly affect or may affect employees, provided provisions of this contract or any Memorandum of Understanding are not altered or affected. The Employer will provide a written or electronic copy of current or amended rules and regulations, or policies and procedures to each employee, within ten (10) calendar days of implementation.
- B.      The Employer will provide the Association President with a written or electronic copy of proposed Employer rules, regulations, policies or amendments and will provide the Association with an opportunity to provide input in writing prior to implementation, unless the change is due to an emergency situation.

- 1.      The Employer will provide training when deemed necessary.

**Section 42      CONTRACT INCLUDES ENTIRE AGREEMENT**

The parties understand that this Agreement is the only existing Agreement between the parties and replaces any and all previous Agreements. The Employer and the Association may upon mutual agreement and negotiation place in effect a Memorandum of Understanding (MOU), which may interpret or clarify the provisions of this contract. A Memorandum of Understanding may not be used to make a substantive change to this agreement. If the parties mutually desire to substantively change or add provisions to this agreement, then the parties will meet in negotiations and attempt to negotiate the amendment. Any amendment will be submitted to the membership for ratification and to the governing body for contract amendment approval. The Employer and Association agree to furnish each employee, at a shared cost, with a copy of an MOU or any contract amendments and each employee is responsible for becoming familiar with the MOU or contract amendment.

**Section 43      SAVINGS CLAUSE**

Should any part of this Agreement or any provision contained herein be declared invalid by any court, state board, or tribunal of competent jurisdiction, the validity of the remaining portions shall not be affected. Should this occur, the parties will immediately meet to negotiate a suitable provision or replace the provision held invalid.

## **Section 44     TERMS OF AGREEMENT**

**THIS AGREEMENT** is to be effective on the date of signature, except where a different date is indicated within any specific provision of this agreement, and will expire June 30, 2022. However, the continuation of this Agreement, or any successor Agreement, is contingent upon the presence of express statutory authorization for public sector collective bargaining.

Any Agreement provision by the Employer and the Association that requires the expenditure of funds shall be contingent upon the specific appropriation for wages and benefits by the Governing Body and the availability of funds. Any article of this Agreement which is dependent upon the authorization and appropriation of funds by the Governing Body shall be a topic of collective bargaining in successive years.

Negotiations of sections for fiscal year 2019/2020, 2020/2021, 2021/2022 or a successor agreement agreed to by the parties shall begin following submission of written notice to the Employer by the Association no later than August 1<sup>st</sup>. Negotiations shall begin no later than August 15<sup>th</sup> unless otherwise agreed by the parties.

The Association recognizes that it may be necessary for the Employer to increase compensation in order to recruit and retain qualified police officers. Thus, during the term of this Agreement, the Employer and the Association, upon mutual agreement, may reopen any provision of this Agreement. In addition, each party reserves the right to reopen up to three (3) sections for subsequent negotiation years.

**Section 16:** Compensation, in its entirety, shall be subject of re-negotiation each successive year of this Agreement. Should an agreement to Section 16: Compensation not be reached prior to the commencement of the new fiscal year, those provisions outlined in Section 16: Compensation shall be continued at the previously agreed compensation rate until a new Agreement is reached by the parties and approved by the Governing Body.



## **APPENDIX A**

### **AN ACT**

RELATING TO LAW ENFORCEMENT; CREATING THE PEACE OFFICER'S EMPLOYER-EMPLOYEE RELATIONS ACT.

BE IT ENACTED BY LEGISLATURE OF THE STATE OF NEW MEXICO;

Section 1. SHORT TITLE.-- Sections 1 through 11 of this act may be cited as the "PEACE OFFICER's Employer-Employee Relations Act."

Section 2. FINDINGS AND PURPOSE. --

- A. The legislature finds and declares that effective law enforcement is dependent upon the maintenance of stable relations between PEACE officers and their employers. Moreover, the existence of stable relations between PEACE officers and their employers will enhance law enforcement services provided to the citizens of New Mexico.
- B. The purpose of the PEACE OFFICER's Employer-Employee Relations Act is to prescribe certain rights for PEACE officers, particularly when they are placed under investigation by their employer.
- C. Provisions of this act only apply to administrative actions and shall not apply to criminal investigations of a PEACE OFFICER except as provided in Section 8 of this act.

Section 3. DEFINITION. -- As used in the PEACE OFFICER's Employer-Employee Relations Act, "PEACE OFFICER" or "OFFICER" means any employee of a police or sheriff's department that is part of or administered by the state or any political subdivision of the state who is responsible for the prevention and detection of crime and the enforcement of the penal, traffic or highway laws of the state.

Section 4. INVESTIGATIONS OF PEACE OFFICERS--REQUIREMENTS--When any PEACE OFFICER is under investigation by his employer for alleged actions that could result in administrative sanctions being levied against the OFFICER, the following requirements shall be adhered to:

- A. Any interrogation of an OFFICER shall be conducted when the OFFICER is on duty or during his normal working hours, unless the urgency of the investigation requires otherwise;
- B. Any interrogation of an OFFICER shall be conducted at the employer's facility, unless the urgency of the investigation requires otherwise;
- C. Prior to commencement of any interrogation session:
  - (1) an OFFICER shall be informed of the name and rank of the person in charge of the interrogation and all other persons who will be present during the interrogation;

- (2) an OFFICER shall be informed of the nature of the investigation, and the names of all known complainants shall be disclosed to the OFFICER unless the chief administrator of the OFFICER's employer 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 of security of the investigation; and
  - (3) a reasonable attempt shall be made to notify the OFFICER's commanding OFFICER of the pending interrogation;
- D. During the interrogation session, the following requirements shall be adhered to:
- (1) each interrogation session shall not exceed two hours unless the parties mutually consent to continuation of the session;
  - (2) there shall not be more than two interrogation sessions within a twenty-four 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 an OFFICER's work shift and an interrogation session shall not exceed fourteen hours within a twenty-four hour period, unless the urgency of the investigation requires otherwise;
  - (4) there shall not be more than two interrogators at any given time;
  - (5) an OFFICER shall be allowed to attend to physical necessities as they occur in the course of an interrogation session; and
  - (6) an OFFICER shall not be subjected to offensive language or illegal coercion by his interrogator in the course of an interrogation session;
- E. Any interrogation of an OFFICER shall be recorded, either mechanically or by a stenographer, and the complete interrogation shall be published as a transcript; provided that any recesses called during the interrogation shall be noted in the transcript; and
- F. Any accurate copy of the transcript or tape shall be provided to OFFICER, upon his written request, no later than fifteen working days after the investigation has been completed.

Section 5. POLYGRAPH EXAMINATIONS.--After reviewing all the information collected in the course of an investigation of a PEACE OFFICER, the chief administrator of the OFFICER's employer may order the OFFICER to submit to a polygraph examination administered by a licensed polygraph examiner, provided that:

- A. All other reasonable investigative means have been exhausted; and
- B. The OFFICER has been advised of the administrator's reasons for ordering the polygraph examination.

Section 6. INVESTIGATION OF ADMINISTRATIVE MATTERS.-- When any PEACE OFFICER is under investigation for an administrative matter, the OFFICER shall be permitted to produce any relevant documents, witnesses or other evidence to support his case he may

cross-examine any adverse witnesses during any grievance process or appeal involving disciplinary action.

Section 7. PERSONNEL FILES.--

- A. No document containing comments adverse to a PEACE OFFICER shall be entered into his Personnel file unless the OFFICER has read and signed the document. When an OFFICER refuses to sign a document containing comments adverse to him, the document may be entered into an OFFICER's Personnel file if;
  - (1) The OFFICER's refusal to sign is noted on the document by the chief administrator of the OFFICER's employer; and
  - (2) the notation regarding the OFFICER's refusal to sign the document is witnessed by a third party.
- B. A PEACE OFFICER may file a written response to any document containing adverse comments entered into his Personnel file and the response shall be filed with the OFFICER's employer within thirty days after the document was entered into the OFFICER's Personnel file. A PEACE OFFICER's written response shall be attached to the document.

Section 8. CONSTITUTIONAL RIGHTS--NOTIFICATION.--When any PEACE OFFICER is under administrative investigation, he 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.

Section 9. FORCED DISCLOSURE OF FINANCIAL STATUS PROHIBITED.--A PEACE OFFICER shall not be required by his police or sheriff's department employer to disclose information regarding his financial status, unless all other reasonable investigative means have been exhausted or except as otherwise required by law.

Section 10. POLITICAL ACTIVITY.--

- A. A PEACE OFFICER shall not be prohibited by his police or sheriff's department employer from engaging in any political activity when the OFFICER is off duty, except as otherwise required by law.
- B. Notwithstanding the provisions of Subsection A of this section, any PEACE OFFICER employed by the New Mexico state police department shall be governed by the provisions of regulations adopted by the department regarding political activity.

Section 11. EXERCISE OF RIGHTS -- A PEACE OFFICER shall not be subjected to any retaliation by his employer due to the OFFICER's lawful exercise of his rights under the PEACE OFFICER's Employer-Employee Relations Act.

Section 12. EFFECTIVE DATE--The effective date of the provisions of this act is July 1, 1991.

## **APPENDIX B**

### **Car Plan**

#### **I. Officer Assigned Vehicle Program:**

- A. Participation in this program shall be totally voluntary on the part of the officer. However, the right to deny participation in this program for just cause is reserved to the Chief.
- B. An officer may be denied participation in the program regardless of his/her assignment if, in the judgment of the Chief, the officer's duties and responsibilities will not justify the assignment of a vehicle.
- C. Officers volunteering to participate in this program agree to abide by all rules and regulations governing this program.
- D. This program will be reviewed and may be modified at the discretion of the Chief. If, in the opinion of the Chief, the vehicle program for the Department, as covered by this agreement, proves unworkable in practice, the Chief shall have the option of revising or terminating the Agreement upon one-hundred twenty (120) days written notice of intent to the Association, and the Employer will meet and attempt to solve problems relating to the program; otherwise, said notice shall be final.

#### **II. General Regulations:**

- A. No one other than a sworn Santa Fe Police Officer will be permitted to drive a police vehicle. Officers will not presume any special privileges with a City vehicle while off-duty. As an example, an officer living in an apartment complex will park the vehicle in the designated area at all times, not in a reserved or no parking area.
- B. Non-sworn employees (i.e.) Animal Services; Public Safety Aides; Crime Scene Technicians; and Property-Fleet Manager, will be permitted to drive an assigned vehicle, and may have their assigned vehicle privilege suspended/revoked for just cause. Non-sworn employees will not presume any special privileges with a City vehicle while off-duty. As an example, a non-sworn employee living in an apartment complex will park the vehicle in the designated area at all times, not in a reserved or no parking area. This agreement will not prevent the chief from assigning a vehicle to any other non-sworn employee.

- C. Unattended vehicles of off-duty officers or non-sworn employees must be locked at all times.
- D. Officers or non-sworn employees will not operate an assigned vehicle within less than eight hours after consuming any alcoholic beverages.
- E. No officer participating in the Officer Assigned Vehicle Program will be authorized to transport any passenger except under the following conditions:
  - 1. Approved Ride-Along.
  - 2. Children for day care only when an emergency arises, and a supervisor is notified.
- F. The Department vehicle will not be utilized for carrying heavy or excessive loads, and will not have objects protruding from the trunk or windows.
- G. During vacations of five consecutive days or more when the officer or non-sworn employee will be out of their approved take home recorded address, or when an officer or non-sworn employee is on sick leave, or injury time for five days or more, the City vehicle will be turned in at the police department and or designated area, locked up, and will not be used except in an emergency. The officer or non-sworn employee will be reassigned the vehicle upon return to the City, or return to normal duty. The vehicle may, at the Commander's discretion, be parked at a designated official; City of Santa Fe facility instead of the police department.
- H. In the event any officer is placed on light duty status they:
  - 1. Shall not be allowed to drive a marked unit.
  - 2. Will turn in the marked unit.
  - 3. May be issued an unmarked unit until such time as he/she is back to full duty, subject to availability of an unmarked unit.

III. Vehicle Operation Regulations:

- A. Officers and non-sworn employees hired on or after April 1, 2012 will not utilize vehicles more than forty-five (45) radius miles from the City of Santa Fe municipal limits, except on official business. Officers and non sworn employees hired prior to April 1, 2012 are hereby allowed up to sixty (60) roadway miles from the City of Santa Fe municipal limits and shall not utilize their vehicles more than this roadway mileage, except on official business.

- B. All officers or non-sworn employees assigned a City Vehicle will exercise good judgment and will not operate the vehicle in a manner so as to generate unfavorable comment, or reflect discredit on the Department.
- C. Officers, while off-duty and operating a City vehicle, will be appropriately attired and have in his/her possession badge, ID, and sidearm to effectively perform a police function while, at the same time, presenting a favorable image. Officers will wear (slacks or jeans) and a shirt while operating the vehicle; cut-offs, shorts, t-shirts and tank tops will be considered inappropriate attire.
- D. Officers and non-sworn employees shall be allotted a set amount of fuel per week for their assigned police vehicle(s) in accordance with the below listed table. Officers and non-sworn employees shall be responsible for assuring their assigned vehicle has a sufficient amount of fuel to perform their job duties, to include routine patrol.

<u>Personnel</u>	<u>Gallons per Vehicle per Week</u>
Sworn Personnel – Uniformed (Patrol, Traffic)	40 gallons
Sworn Personnel - Plain Clothes (to include Under Cover (UC) Vehicles)	30 gallons
Sworn Personnel – Administrative (Training, Crime Prevention, Recruiting)	25 gallons
Civilian Personnel – Uniformed (Animal Services)	40 gallons
Civilian Personnel – Uniformed (Public Safety Aides)	30 gallons
Civilian Personnel - Plain Clothes (Crime Scene Technicians; Fleet Manager)	20 gallons

The allotted amount of fuel shall not be cumulative nor shall any past week's balance carry over to the following week's allotment. Officers assigned to official Department or City business, such as training or meetings outside the city limits or outside the state shall be exempt from the fuel allotment for that particular incident and/or event. Higher fuel consumption due to special circumstances will be considered an exception to the designated allotment.

- E. An officer using the City vehicle, while off-duty will not be required to go in and out of service but if he/she is near a priority one call, he/she must advise the dispatcher.



- F. The safety of passengers rests solely with the officers operating the City vehicle.
- G. Emergency runs will not be made while the vehicle is occupied by passengers other than Department members, except for Department approved Ride-Alongs.
- H. When responding to calls for service while off-duty, the officer may be required to handle the call in order to best preserve and handle evidence and maintain continuity. In such cases, the officer shall be compensated with overtime pay consistent with Department regulations and the Association Agreement.
- I. Officers are responsible for enforcing traffic laws while operating a marked patrol unit off-duty; this is intended to be for flagrant, dangerous violations.

IV. Maintenance Regulations:

- A. The officer and non-sworn employees assigned to a City vehicle shall be fully responsible for seeing that the general maintenance and proper care of the vehicle is performed (The Employer shall perform and pay for the maintenance), and shall refrain from:
  - 1. Making anything but minor adjustments
  - 2. Altering the body, general design, appearance, markings, mechanical, or electrical systems. The addition or modifications of light to a vehicle will require prior approval from the Chief of Police. This section also prohibits the addition of bumper stickers or license plates that promote a commercial enterprise or that present a theme which may be controversial among varying segments of the community.
  - 3. Making any repairs, or having any repairs made to the vehicle, other than at the authorized Department garage
  - 4. Using fuel, oil, lubricant, or other liquid additives in the vehicle, other than those issued at authorized motor pool fuel depots
  - 5. The Employer assumes no financial responsibility for stolen, damaged or lost personal electronic devices, purchased and/or installed by the employee.
- B. Officers and non-sworn employees will be responsible for the appearance and cleanliness of their vehicles, both interior and exterior.
- C. Officers and non-sworn employees will wash the vehicle at their own expense and wax it at least once every six months.

- D. Officers and non-sworn employees will change flats, when on-duty or off-duty. Repairs to the tires will be made by the authorized city warehouse employee(s). The flat tire will be delivered to the warehouse.
- E. Officers and non-sworn employees will be required to have all maintenance and service work done on their assigned vehicle. A work order must be submitted for all maintenance, repairs and service work.
- F. All vehicles will be inspected bi-monthly by the immediate supervisor of the vehicle operator. The inspection shall include:
  - 1. Cleanliness -- interior and exterior
  - 2. Maintenance -- performed at the proper interval
  - 3. Equipment – Inventoried and in good working orderRandom audit inspections will be conducted by the Captains and/or above as deemed necessary by the Chief or designee. Inspections will be administered on a scientifically random number selection basis.
- G. Officers and non-sworn employees shall, at all times, drive the vehicle with reasonable prudence in order to maintain it at the highest degree of operating efficiency.
- H. Negligence, on the part of the officer or non-sworn employees, in the care and operation of the vehicle, or failure to follow these procedures, may be cause for the vehicle to be taken away from an officer or non-sworn employees.
  - 1. Take-home car privileges may be revoked for up to 30 days upon a first infraction of any of these rules governing the plan up to 180 days from any subsequent infraction. Unit Commanders may request an extension of these time periods for serious infractions. Officers or non-sworn employees will be notified by letter of the suspension of their take-home privileges.
- I. All suspensions of car privileges under this provision must be approved by the Chief prior to the suspension being enforced. Any administrative action resulting in more than the suspension of the take home car privilege is subject to the provision delineated in Section 34 of this agreement. Any documentation of revocation of take home car privileges not combined with a disciplinary action will be maintained by the office of the Chief; however, such documentation will not be added to an employee's personnel file. The take home car plan is a privilege not a right and may be revoked at the sole discretion of the Chief.

- J. If it becomes necessary for a permanently assigned City vehicle to be out of service for extended repairs, the officer may be assigned a loaner vehicle for use if there is a sufficient number of loaner vehicles available.

**APPENDIX C**

**CITY OF SANTA FE  
RESOLUTION NO. 1988-11  
INTRODUCED BY:  
A RESOLUTION**

**SUPERSEDING RESOLUTION NO. 1987-41; ESTABLISHING A WORKERS COMPENSATION POLICY FOR CITY EMPLOYEES**

WHEREAS, each municipality employing workers shall become liable to, and shall pay to and shall pay to any such worker injured by accident arising out of and in the course of employment, and, in case of death being occasioned thereby, to such person as may be appointed by the court to receive the same for the benefit of dependants, compensation in the manner and amount at the times herein required....., and

WHEREAS, the purpose of the workers compensation legislation is to provide a humanitarian and economical system of compensation for injured worker; and

WHEREAS, it is in the intent of the City of Santa Fe not only to comply with state statutes, but also to ensure that employees who sustain an accidental injury arising out of and in the course and scope of their employment with the City are provided an impartial and equitable system of compensation for said injury; and

Whereas, it is further the intent of the City of Santa Fe that whenever possible employees be encouraged to work toward their recovery and the City advocates "limited" or "light duty" for recovering employees.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA FE that:

Section 1. The first seven days of absence following an employee's accidental injury arising out of and in the course of the employee's employment with the City be considered "injury leave" to be paid out of the appropriate department's budget with all the usual deductions made; and

Section 2. After the first seven days of injury, the employee will be continued on injury leave at full salary up to but no exceeding six months (180 days).

Section 3. During this period of time mentioned in Section 2, infra, the employee will be allowed to accrue sick leave and annual leave at the normal rate and PERA contributions will be matched "dollar for dollar" while the employee is on injury leave so that full PERA credit would continue.

Section 4. If the employee will be out more than six months he/she can petition the Worker's Compensation Claims Review Committee who will, on a case-by-case basis, review each case and, if compensation is to be continued, establish compensation at the rates of Worker's Compensation.

Section 5. During the period mentioned in Section 4, infra, the employee will be allowed to accrue sick leave and annual leave at a pro-rated basis. PERA will also be paid on a pro-rated basis.

Section 6. The employee is encouraged whenever possible to return to "light" or "limited duty" as an incentive toward rehabilitation.

PASSED, APPROVED AND ADOPTED this 24th day of February, 1988

## **APPENDIX D**

### **DRUG AND ALCOHOL TESTING POLICY FOR THE CITY OF SANTA FE POLICE DEPARTMENT**

#### **SECTION 1. POLICY**

It is the goal and policy of the City of Santa Fe ("City") and the Santa Fe Police Officers Association ("SFPOA") for the employees of the Police Department to maintain a drug and alcohol free work environment through the use of a reasonable employee drug and alcohol testing program. The following reasons support this Policy:

- A. **PUBLIC SAFETY:** Public safety and policing are responsibilities that have dangers not present in other governmental functions. These dangers include the potential and actual use of firearms and other weapons; the use of force including the possible use of deadly force; the operation of emergency vehicles; the prevention of escape; the keeping of order and the enforcement of rules of conduct; and similar responsibilities. These responsibilities have inherent dangers not present in most other governmental functions. An agency charged with these kinds of responsibilities cannot tolerate any kind of conduct on the part of employees which would impair their judgment or skills and thus create an unreasonable risk of harm to the public and other employees.
- B. **PUBLIC TRUST AND INTEGRITY:** The public has the right to demand that those who are charged with enforcing the law obey the law. Since the use of controlled substances (hereinafter simply "drugs") violates the law, public trust is compromised when those who enforce the law violate the law. Courts have repeatedly said that there is no other government agency in which the public must have more confidence than its public safety and correctional agencies.
- C. **WITNESS IMPEACHMENT:** Often the most important weapon in the criminal justice arsenal is the word of an employee or officer. An employee who engages in conduct which violates the law potentially places his or her credibility on the line. If an employee has used drugs in violation of the law, it may cast a fatal shadow over the employee's judgment and performance when they are issues in court.
- D. **EMPLOYEE MORALE/SAFETY:** Employees must be able to depend on their co-workers being reliable, effective, alert, and co-operative. Employees must work together in sometimes very close quarters and in tense situations with great potential for harm to the public, prisoners and other employees. Conduct on the part of employees, which impairs their ability to perform their duties places the safety of their co-workers in jeopardy. It may also have a bad effect on the morale of other employees because of a lack of trust in those who use controlled substances. Such conduct interferes with the mission and responsibilities of the Police Department.

- E. **LOSS OF PRODUCTIVITY:** The abuse of drugs and/or alcohol may lead to poor performance and increased rates of absenteeism. It also increases the risk of on the job injuries with the resultant increase in workers' compensation and other related costs.

## **SECTION 2. PURPOSE**

The purpose of this Policy is to offer guidelines to ensure an employee's drug-free status as a condition of employment and to provide procedures for drug/alcohol testing.

## **SECTION 3. DEFINITIONS**

**ALCOHOL** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol's including methyl and isopropyl alcohol.

**APPLICANT** is an individual who is seeking to be employed in a position with the Police Department.

**CONTROLLED SUBSTANCE** is marijuana, cocaine, opiates, amphetamines, phencyclidine, and Anabolic-Androgenic Steroid.

**DRUG TEST** is a urinalysis test to detect drugs administered under approved medical conditions and procedures.

**DRUG ALCOHOL PROGRAM MANAGER** is a city employee responsible for administering the drug and alcohol-testing program.

**EMPLOYEE** refers to any individual employed by the City of Santa Fe Police Department regardless of probationary status, union status, position, or rank.

**MEDICAL REVIEW OFFICER (MRO)** means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the City's drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's positive test result together with the individual's medical history and any other relevant biomedical information.

**SAFETY SENSITIVE EMPLOYEE** means an employee who performs the duties of a safety-sensitive position as identified in this policy.

**SAFETY SENSITIVE POSITION** means a position which requires the employee to perform duties which impact the safety of the public and which expose the employee to hazardous conditions and requires responsibility for the physical safety of others. The City of Santa Fe has identified the following positions to be Safety Sensitive:

1. All commissioned police officers, regardless of rank
2. Public Safety Aides

**SUBSTANCE ABUSE PROFESSIONAL** is a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance related disorders.

**VERIFIED NEGATIVE TEST** means a drug/alcohol test result reviewed by a medical review officer and determined not to contain alcohol or prohibited drugs or their metabolites above the cutoff standards established for laboratories approved to conduct Department of Transportation ("D.O.T.") testing.

**VERIFIED POSITIVE TEST** means a drug/alcohol test result reviewed by a medical review officer and determined to contain alcohol or prohibited drugs or their metabolites above the cutoff standards established for laboratories approved to conduct D.O.T. testing.

#### **SECTION 4. PROHIBITIONS AND RESPONSIBILITIES**

A. Each employee covered by this Policy is:

1. Prohibited from possessing, selling, purchasing, manufacturing or transferring any controlled substance in violation of city, state or federal law, whether on or off duty.
2. Prohibited from any use of any controlled substance in violation of city, state or federal law, whether on or off duty.
3. Prohibited from consuming or possessing alcoholic beverages on duty, except where its use is required and documented pursuant to a case plan and the standard operating procedures.
4. Prohibited from consuming alcoholic beverages while operating a city vehicle or four hours (4) prior to operating such vehicle.
5. Prohibited from the consumption of alcohol within four (4) hours of the employee's scheduled time to report to work, or within eight (8) hours following an accident or until the employee takes a post-accident alcohol and/or drug test, whichever occurs first.
6. Required to submit to reasonable suspicion alcohol and/or drug testing when directed by the City of Santa Fe; and prohibited from tampering or attempting to tamper with such alcohol and/or drug test.

B. Each employee, under this Policy:

1. Shall be responsible for informing his/her supervisor when being prescribed medication that may impair on-the-job performance or affect their ability to perform work duties safely and efficiently.



2. Shall use medically authorized drugs or over the counter medications in a manner which will not impair on-the-job performance or affect their ability to perform work duties safely and efficiently. Employees may be required to provide proof of lawful prescription.
3. Shall promptly report to his/her supervisor whenever he/she observes or has knowledge of another employee who poses a hazard to the safety and welfare of others.
4. May be temporarily re-assigned to other duties during the time he/she is required to take prescribed medication which has the potential to impair on-the-job performance or affect their ability to perform work duties safely and efficiently.
5. Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his or her supervisor so that appropriate medical steps may be taken to ensure the officer's health and safety. *A Supervisor's First Report of Accident* shall be completed within 24 hours of the incident.

## **SECTION 5. EDUCATION**

Every employee will receive a copy of this Policy, and will receive a minimum of sixty (60) minutes of training regarding this Policy and the effects of prohibited drug use and alcohol misuse that impacts an individual's biological, emotional, and psychosocial well being. The effects of misuse can be seen in an individual's work performance, attitude and social interaction. Training shall be provided to each employee within 60 days of adoption of this Policy for current employees, and within 60 days of a new employee's date of hire.

All supervisory personnel responsible for determining whether reasonable suspicion exists to require an employee to undergo alcohol and/or drug testing will also receive a minimum of one hundred and twenty (120) minutes of training on the physical, behavioral, speech, and performance indicators, of probable prohibited drug use and alcohol misuse.

## **SECTION 6. SUBSTANCES TESTED**

### **A. Alcohol**

Employees subject to alcohol testing will have a sample of their breath tested for the presence of the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol. A breath alcohol level of 0.04 or greater constitutes a positive test result. A confirmation test will be given if an employee's initial breath alcohol test level exceeds 0.04.

Any refusal to submit to an alcohol test, and all positive alcohol tests, will be reported immediately by the testing facility to the City of Santa Fe Drug and Alcohol Program Administrator.

## **B. Drugs**

Employees subject to drug testing will have a sample of their urine tested for the presence of six (6) drugs, as follows:

1. Marijuana
2. Cocaine
3. Opiates
4. Amphetamines
5. Phencyclidine
6. Anabolic-Androgenic Steroid

All drug tests will be reported by the testing laboratory to a medical review officer (MRO) who will evaluate the results. After evaluation and interpretation, all verified positive test results will be reported by the MRO to the employee and to the City of Santa Fe Drug and Alcohol Program Administrator. Any refusal to submit to a drug test will be immediately reported by the collection site to the City of Santa Fe Drug and Alcohol Program Administrator.

With respect to verified positive drug tests, employees will be notified by the MRO that they have seventy-two (72) hours following this notification in which they can request, at their own expense, that split urine specimen be tested by another Department of Health and Human Services (DHHS) certified testing laboratory. In the event that the split sample test is negative, the employee will be reimbursed for the test.

Failure to request testing of the split specimen within seventy-two (72) hours of being notified of a positive test by the MRO will result in the test results from the original specimen being accepted as the final test results.

## **SECTION 7. TYPES OF TESTING**

The following tests will be required of all employees in accordance with the alcohol and drug testing procedures set forth in this Policy:

- A. Pre-employment tests
- B. Post-accident tests
- C. Random tests
- D. Reasonable suspicion tests
- E. Return to duty/Follow-up tests

## **SECTION 8. ALCOHOL AND DRUG TESTING PROCEDURES**

This Policy incorporates the following federal regulations for alcohol and drug testing procedures required for transportation workplace drug testing programs:

## 49 CFR PART 40

### Subpart A

#### 40.3 Definitions

### Subpart B – Drug Testing

#### 40.21 The drugs.

#### 40.23 Preparation for testing.

#### 40.25 Specimen collection procedures.

#### 40.27 Laboratory Human Resources.

#### 40.29 Laboratory analysis procedures.

#### 40.31 Quality assurance and quality control.

#### 40.33 Reporting and review of results.

#### 40.35 Protection of employee records.

#### 40.37 Individual access to test and laboratory certification results.

#### 40.39 Use of DHHS – certified laboratories.

### Subpart C – Alcohol Testing

#### 40.51 The breath alcohol technician.

#### 40.53 Devices to be used for breath alcohol tests.

#### 40.55 Quality assurance plans for EBT's.

#### 40.57 Locations for breath alcohol testing.

#### 40.59 The breath alcohol testing form and log book.

#### 40.61 Preparation for breath alcohol testing.

#### 40.63 Procedures for screening tests.

#### 40.65 Procedures for confirmations tests.

#### 40.67 Refusal to test and uncompleted tests.

#### 40.69 Inability to provide and adequate amount of breath.

#### 40.79 Invalid tests.

#### 40.81 Availability and disclosure of alcohol testing information about individual employees.

#### 40.83 Maintenance and disclosure of records concerning EBTs and BATs.

It is the intent of this Policy that Police Department employees subjected to testing will be provided with the same ***testing procedures***, safeguards, confidentiality, chain of custody provisions and integrity of the testing process provided to transit employees pursuant to the federal regulations.

## SECTION 9. PRE-EMPLOYMENT TESTING

- A. Applicants selected for hire will be required to undergo pre-employment testing. Applicants will be informed that they are subject to pre-employment drug testing at the time they apply for a position. Once a conditional job offer is made, the applicant shall have a urine sample collected and tested for evidence of the substances listed in Section 6. The time, date and location of the physical examination and drug test will be announced in advance of the test. Applicants for or employees transferred into

specialized units, which require the safety sensitive employee to have direct involvement in drug interdiction, will also be subjected to drug testing prior to joining the unit.

**B. Disqualification from Employment**

1. Applicants for initial hire will be disqualified from employment if they:
  - a. fail to appear for the physical examination and urine collection on the designated day unless excused by the City for good and verifiable cause; or
  - b. refuse to provide a urine sample; or
  - c. attempt to alter, taint or otherwise provide a false sample; or
  - d. test positive for the presence of one of the substances listed in Section 6.

**SECTION 10. POST-ACCIDENT TESTING**

All employees in safety-sensitive positions as identified in this policy will be subject to post-accident alcohol and drug testing in accordance with the City's alcohol and drug testing procedures.

- A. A City of Santa Fe safety representative, supervisor or other qualified person shall be responsible for making a determination whether a post-accident drug and alcohol test is required at the time any covered employee is involved in an accident where a fatality or serious injury has occurred.
- B. The City of Santa Fe will also test any safety-sensitive employees whose performance could have contributed to the accident.
- C. Employees required to submit to post-accident drug and alcohol testing will be tested as soon as possible (in all cases drug tests shall be conducted within thirty- two (32) hours following the accident and alcohol tests shall be conducted within eight (8) hours of the accident).
- D. An employee required to submit to a post-accident drug and alcohol test will be transported by the City to the collection site and will be required to sign a medical authorization for an administrative alcohol and drug test. The employee must provide a urine and breath sample unless it is determined by medical personnel present that the employee is medically unable to provide the required samples. Following the test, the employee will be relieved of duty with pay pending the City's receipt of the results of the tests from the MRO.
- E. It is the City of Santa Fe's policy that employees who are required to submit to a post accident drug and alcohol test will be subject to discipline in accordance with Section 16 of this policy if they:

1. refuse to sign a medical authorization for an administrative alcohol and drug test or refuse to provide a breath and/or urine sample (such a refusal shall constitute a verified positive drug and/or alcohol test result); or
  2. attempt to alter, taint, or otherwise provide a false sample; or
  3. test positive for the presence of one or more of the substances listed in Section 6 of this policy.
- F. Safety sensitive employees must be readily available for post-accident testing. If an employee fails to remain readily available, e.g., notifying supervisor where employee can be located if employee leaves scene of the accident prior to submitting to testing, the employee will be deemed to have refused to submit to testing which shall constitute a verified positive drug and/or alcohol test result. The requirement to immediately report for post-accident testing is stayed while an employee assists in resolution of an accident or receives medical attention following an accident. In such cases, the employee shall report for post-accident testing immediately after the employee completes provision of necessary post-accident assistance or after necessary medical attention is provided.

## **SECTION 11. VOLUNTARY TESTING**

The City shall provide any employee an opportunity to voluntarily submit to a drug and/or alcohol screening test, at the City's expense, immediately following any incident, which may result in allegations of misconduct against the employee (s) or the department.

## **SECTION 12. RANDOM TESTING**

- A. The City of Santa Fe will maintain a list of all employees in safety sensitive positions in the Police Department. During each calendar year, alcohol and/or drug tests will be administered to these employees on a scientifically random number selection basis. Under the random selection process each employee will have an equal chance of being selected for testing based on neutral criterion such as social security numbers. This process means that alcohol and drug tests are unannounced. Selected employees are required to report immediately for testing after notification of selection. The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year. All employees will remain in the random pool even after being selected for testing. Thus, it is possible for an employee to be selected for testing more than once within a given time period.
1. Selected employees who are off duty or on regularly scheduled days off shall be notified of their selection upon their return to work and are required to report immediately for testing after notification of selection.
- B. At least 50% of the total number of safety sensitive employees shall annually be randomly tested for drugs, and at least 10% of the total number of safety sensitive employees shall annually be randomly tested for alcohol.

- C. Safety sensitive employees in the following specialized units will be included in a separate pool for random selection in addition to the pool described in Paragraph A above:
1. all safety sensitive employees of the Special Operations and K9 units.
  2. all safety sensitive employees assigned to the Narcotics unit or "Region 3 Drug Task Force."
  3. safety sensitive employees of any other unit whose function is the detection and interdiction of illegal drugs.

At least 50% of the total number of safety sensitive employees in this pool shall be randomly tested for drugs on a quarterly basis.

- D. Employees selected for random alcohol and/or drug tests will be provided with transportation and will immediately report to the collection site where they will be required to provide a breath and/or urine sample.
- E. It is the City of Santa Fe's policy that employees will be subject to discipline in accordance with Section 16 of the Policy if they:
1. do not appear and complete a random drug and/or alcohol test immediately following notification to appear for such tests, refuse to sign a medical authorization for an administrative alcohol and drug test or refuse to provide a breath and/or urine sample (such a refusal shall constitute a verified positive drug and/or alcohol test result); or
  2. attempt to alter, taint, or otherwise provide a false sample; or
  3. test positive for the presence of one or more of the substances listed in Section 6 of this policy.

### **SECTION 13. REASONABLE SUSPICION TESTING**

- A. All employees may be required to submit to a reasonable suspicion alcohol and/or drug test.
- B. Employees who are reasonably suspected by a supervisor of violating this Policy will be required to submit to an alcohol and/or drug test in accordance with this Policy. A trained supervisor who makes a determination that a test is required will complete a form indicating the grounds for such determination. Reasonable suspicion must be based on a belief by a trained supervisor that an employee is using or has used drugs or alcohol in violation of this Policy and is drawn from specific objective and articulated facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:

1. observable phenomena, such as direct observation of alcohol or drug use and/or the physical symptoms or manifestations of being under the influence of alcohol or a drug such as appearance, speech or body odors;
  2. abnormal conduct or erratic behaviors while at work, excessive absenteeism, tardiness, or deterioration in work performance;
  3. an arrest for drug related charges.
- C. An employee who is required to submit to an alcohol and/or drug test under this section must sign a medical authorization for an administrative alcohol and drug test.
- D. Employees will be transported by the City to the collection site and will be required to provide a breath and/or urine sample. Following completion of the test, employees will be transported home and relieved of duty with pay pending the City's receipt of the results of the test from the MRO.
- E. It is the City of Santa Fe's policy that employees will be subject to discipline in accordance with Section 16 of this Policy if they:
1. refuse to sign a medical authorization for an administrative alcohol and drug test or refuse to provide a urine and/or breath sample (which refusal shall constitute a verified positive drug and/or alcohol test result); or
  2. attempt to alter, taint, or otherwise provide a false sample; or
  3. test positive for the presence of one or more of the substances listed in Section 6 of this Policy.

#### **SECTION 14. RETURN TO WORK TESTING**

Employees who self-referral, in accordance with Section 18 of this Policy, prior to returning to work, will be required to take a return to duty alcohol and/or drug test with a verified negative result in accordance with this Policy.

#### **SECTION 15. FOLLOW-UP TESTING**

Employees who self-referral, in accordance with Section 16 and 18 of this Policy, upon return to work, shall be subject to a minimum of six (6) unannounced drug and/or alcohol follow up tests during the first twelve (12) months following the employee's return to work, and further testing as recommended by the substance abuse professional for up to a maximum of sixty (60) months.

#### **SECTION 16. CONSEQUENCES OF THE MISUSE OF DRUGS AND ALOCHOL**

Any employee testing positive for any of the drugs specified in Section 6(B) of this Policy, or who has a breath alcohol concentration of 0.04 or greater, will be immediately removed from



his/her position and placed on leave with pay status pending disciplinary action. Employees testing positive will be provided with information from the City's employee assistance program (EAP) regarding alcohol and/or substance abuse and the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs. The City will have no responsibility to pay for any necessary treatment on the part of the employee.

A. Consequences of a Positive Drug or Alcohol Test

1. Any job applicant who tests positive for drugs will not be hired.
2. Conditional Retention

If an employee, before selection for drug or alcohol testing, voluntarily admits that he/she is using drugs or has a problem with alcohol and is not otherwise subject to termination under Section 16(A)(3) of this Policy, will be offered conditional retention of employment if the employee:

- (a) submits to an evaluation by a substance abuse professional approved by the City's EAP; and
- (b) signs a conditional retention of employment agreement; and
- (c) is determined by a substance abuse professional to require assistance in resolving problems associated with drug abuse and/or alcohol misuse (the employee must agree to attend a City of Santa Fe approved treatment program and sign a monitoring agreement with the City's EAP to ensure successful completion of the treatment program specified by the substance abuse professional); and
- (d) upon release to return to work by the substance abuse professional, is subject to a return to duty drug and/or alcohol test and follow-up tests.

The employee who is conditionally retained must fully comply with the conditions of retention of employment, including successful completion of the treatment program specified by the substance abuse professional. Upon notification of self-referral the employee will be relieved of his duties until released to return to work by the substance abuse professional. The employee may utilize any accrued comp time, annual and sick leave, and authorized leave under the Family Medical Leave Act ("FMLA") until exhausted to cover the necessary leave.

3. Termination

Employees will be terminated with due process if the employee:

- (a) uses, possesses, sells, purchases, manufactures or transfers any controlled substances in violation of city, state or federal law, whether on or off duty,

or consumes or is in possession of alcohol on duty (and such consumption or possession is not authorized per Section 4(A)(3)).

- (b) consumes alcoholic beverages while operating a city vehicle; or four hours (4) prior to operating such vehicle; or within four (4) hours of the employee's scheduled time to report to work; or within eight (8) hours following an accident involving a city vehicle or until the employee takes a post-accident alcohol and/or drug test, whichever occurs first.
- (c) refuses to submit to an alcohol and/or drug test when so directed by the City of Santa Fe, or tampers or attempts to tamper with an alcohol and/or drug test; or,
- (d) tests positive and was involved in an accident resulting in death, serious injury or extensive property damage; or
- (e) does not appear and complete a follow-up drug and/or alcohol test within two (2) hours following notification to appear for such tests, refuses to sign a medical authorization for an administrative alcohol and drug test or refuses to provide a breath and/or urine sample; or
- (f) has a confirmed positive drug or alcohol test

#### **SECTION 17. CONFIDENTIALITY**

All testing will be conducted in accordance with the federal regulations to ensure test results are accurate and reliable. Further, the City will carry out this Policy in a manner that respects the dignity and confidentiality of those involved. No laboratory reports or test results shall appear in the employee's employment history unless they are a part of a disciplinary action taken. Laboratory reports and test results shall be placed in a special locked file maintained by the Drug Abuse Coordinator. Files relating to laboratory reports or test results maintained by the Drug Abuse Coordinator must be kept confidential and shall be disclosed only by consent of the patient. Test information, however, shall be released to the employee, the employer, or the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual and arising from a certified positive drug test. Upon request, an employee is entitled to obtain copies of any records pertaining to the employee's use of prohibited drugs, including any records pertaining to the employee's drug tests.

#### **SECTION 18. EMPLOYEE ASSISTANCE PROGRAMS/SELF-REFERRAL**

The City of Santa Fe takes seriously its commitment to provide safe conditions to the public and its employees. Recognizing this commitment, the City maintains employee assistance programs that can provide access to professional services in an effort to aid any employee who has an alcohol or chemical dependency problem. Participation in this program is voluntary and all records regarding self-referral or acknowledgement will be kept confidential to the extent required by law.

All employees who suspect they may have alcohol or substance abuse problems are strongly encouraged to utilize employee assistance program resources before the problem affects their employment status. There will be no disciplinary action involved. Voluntary self-referral, however, shall not relieve the employee from responsibility for adequate job performance. Self-referral after notification of a required drug or alcohol test will not eliminate the requirement to take such a test and will not preclude the taking of disciplinary action against an individual who fails a required drug or alcohol test.

Any costs for counseling or rehabilitation shall be the responsibility of the employee. Questions about the City of Santa Fe's employee assistance programs should be addressed to the City's Safety Officer, who serves as the drug and alcohol program administrator.

## **SECTION 19. APPEALS**

Any employee subject to discipline as a result of drug/alcohol testing will have the right to grieve the discipline pursuant to their respective collective bargaining agreement.

## **SECTION 20. LEGAL ISSUES**

This rule or regulation is for internal use only, and does not enlarge an officer's civil or criminal liability in any way. It should not be construed as the creation of a higher standard of safety of care. Violations of this policy, if proven, can only form the basis of a complaint by this Department, and then only in an administrative setting.

Because chemical testing is not testimonial, compulsory urinalysis or breath alcohol tests do not implicate or violate the Fifth Amendment privilege against self-incrimination. *See Schmerber v. California*, 384 U.S. 757, 761 (1966); *see also State v. Richardson*, 87 N.M. 437 (Ct. App. 1975) (the privilege against self-incrimination applies to disclosures that are communicative or testimonial, and the criminal defendant was not compelled to testify against himself by the drawing of blood from his body). Nevertheless, nothing in this policy shall be deemed a waiver of an employee's constitutional protections or privileges afforded in *Garrity v. New Jersey*, 385 U.S. 493 (1967). Any statements written or verbal regarding illegal drug or alcohol use made by employees while in the course and scope of complying with the requirements of this policy shall be deemed compelled and may not be used for criminal prosecution.

**IN WITNESS THEREOF,** the parties have signed their names and affixed the signature of their authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**Alan M. Webber, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kristine M. Bustos-Mihelcic, City Clerk**

**APPROVED AS TO FORM:**



\_\_\_\_\_  
**Erin K. McSherry, City Attorney**

**Santa Fe Police Officers Association:**

\_\_\_\_\_  
**Rebecca R. Hilderbrandt, President**




# City of Santa Fe New Mexico


## Memorandum



**Date:** March 11, 2021

**To:** Quality of Life Committee; Finance Committee; Governing Body

**Via:** Melissa McDonald, Acting Parks Division Director   
MMc

**From:** Jennifer Faubion, Staff Liaison   
JF

**RE:** TreeSmart Santa Fe Support

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### ITEM AND ISSUE:

The proposed Resolution supports the creation and management of the TreeSmart Santa Fe initiative, a comprehensive tree canopy project in the city of Santa Fe.

### BACKGROUND AND SUMMARY:

TreeSmart Santa Fe is a new public-private partnership between City government and important community partners, including the Santa Fe Watershed Association and the Santa Fe Community Foundation, both of which are contributing funding at the outset.

The core principal of TreeSmart Santa Fe is that cultivating a healthy canopy is not just about planting more trees. It is about planting the right tree (and sometimes other vegetation), in the right place, with the right resources, at the right time. We need to think smart about our canopy in Santa Fe, where not all trees can thrive and water is scarce. Using data-driven insights and an equity lens in project planning, we can leverage smart trees to cool our city, conserve energy and water, and nurture vibrant, livable neighborhoods.

The TreeSmart Santa Fe initiative will help Santa Fe achieve environmental, social, and economic sustainability, while reducing greenhouse gas emissions and removing carbon from the atmosphere.

Operational execution will involve various City entities, with the Parks Division, under the leadership of Acting Parks Division Director Melissa McDonald, as the lead agency. The Sustainability Office, the Public Engagement Office, the Water Conservation Office, the Santa Fe Municipal Tree Board, and the Santa Fe River Commission will also be engaged with the project in various capacities.



# City of Santa Fe New Mexico

## Memorandum



The official launch of TreeSmart Santa Fe is planned for April 30, 2021, which is National Arbor Day. The Parks Division is assessing locations at which to hold a small, COVID-safe tree-planting ceremony.

In support of the initiative, the City launched a website ([treesmart-thecitydifferent.hub.arcgis.com](https://treesmart-thecitydifferent.hub.arcgis.com)) as an ongoing source of information.

The TreeSmart Santa Fe plan pulls from, and aligns with, several City plans that support the goal of becoming the most eco-friendly and livable city in the country:

- Sustainable Santa Fe 25-Year Plan
- City of Santa Fe 5-year Water Conservation Plan
- Santa Fe River Corridor Master Plan
- City of Santa Fe Parks, Open Space, Trails, and Recreation Master Plan

TreeSmart Santa Fe objectives include the following actions:

- Develop, coordinate, and maintain environmental data with equity-based prioritization and City staff direction. Using a phase-in model, TreeSmart will focus on highest-need areas first, and expand as resources allow, as directed by City staff.
- Work and collaborate with non-profit and other community organizations to engage residents in planning and implementing equitable projects that provide for the canopy needs of the City.
- Work with City staff, the Municipal Tree Board, and the River Commission to coordinate an assessment of the extent of the current urban tree canopy cover. Assist City staff to complete an inventory of trees on public lands.
- Consider public and private lands and varying projects, incentives, and programs to replace lost trees, minimize heat islands, and increase the canopy cover.
- Develop a City of Santa Fe Urban Forest and Tree Canopy Plan.
- Conduct a Canopy Pilot Project to test the methods utilized, complete needed canopy assessments, and kick-start a larger long-term effort to preserve and restore an appropriate urban tree canopy in the City of Santa Fe.
- Develop and conduct public outreach to promote the Canopy Project and the Santa Fe River watershed.
- Develop educational materials and provide training and education of volunteers with respect to watershed issues that relate to canopy cover and urban tree management.
- Create an app or handbook for the City to increase community awareness of the techniques of planting and maintaining the plant canopy and community understanding of the value of the benefits of our urban forest in Santa Fe.
- Identify and work to secure additional funding by means of applying for funding on the City's behalf via private donations, grants, company sponsorships, capital improvement projects, legislative funding, and bonds.



# City of Santa Fe New Mexico

## Memorandum



Already, "A Fund for Santa Fe's Trees" has been established at the Santa Fe Community Foundation with a \$30,000 donation, and further donations are encouraged. The hope is the fund will grow over time. Community members may/can to award grants to the City and the County for projects by groups that want to plant trees, with the review of a professional arborist. This strategy will encourage planting trees in appropriate locations across the area.

### **ACTION REQUESTED:**

Adopt the Resolution as presented.

### **ATTACHMENTS:**

Resolution  
Fiscal Impact Report



**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2021-\_\_**

**INTRODUCED BY:**

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt-Sanchez

**A RESOLUTION**

**SUPPORTING THE CREATION AND MANAGEMENT OF TREESMART SANTA FE, A  
COMPREHENSIVE TREE CANOPY PROJECT IN THE CITY OF SANTA FE.**

**WHEREAS,** trees can provide significant environmental benefits to a city, including moderating the local climate, improving air quality, conserving water, and harboring wildlife; and

**WHEREAS,** trees in Santa Fe increase property values, enhance the economic vitality of business areas, and beautify the community; and

**WHEREAS,** planting trees and maintaining older trees provides an opportunity for community interaction, volunteerism, economic development, and environmental conservation; and

**WHEREAS,** trees, wherever they are planted, are a source of joy and renewal; and

**WHEREAS,** trees provide environmental benefits for present and future generations to enjoy; and

**WHEREAS,** those benefits vary by tree species and placement of trees within the environment; and

1           **WHEREAS**, scientifically oriented tree management can maximize the benefits achieved  
2 from trees and minimize any negative consequences associated with certain species or placements;  
3 and

4           **WHEREAS**, the Santa Fe River Commission has a long history of establishing,  
5 maintaining, and protecting tree cover and healthy ecosystems; and

6           **WHEREAS**, Resolution No. 2007-28 directed staff to develop a comprehensive tree policy  
7 for the City; and

8           **WHEREAS**, Resolution No. 2009-129 directed the City to celebrate National Arbor Day  
9 annually and directed staff to establish the Municipal Tree Board and work toward becoming a  
10 National Arbor Day Foundation Tree City USA, which the City has now been for 10 years; and

11           **WHEREAS**, the health, safety, and general welfare of the public and the conservation and  
12 protection of the natural resources of the City of Santa Fe and its values necessitates the  
13 implementation of a comprehensive, strategic, and cross-sectoral program to maintain a healthy  
14 tree canopy in the City of Santa Fe.

15           **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
16 **CITY OF SANTA FE** that staff is directed to lead and implement TreeSmart Santa Fe, a  
17 comprehensive, equitable, and strategic initiative to increase and maintain a healthy urban tree  
18 canopy in Santa Fe by taking the following actions:

- 19           1.       Develop, coordinate, and maintain environmental data with equity-based  
20                   prioritization and City staff direction for a phase-in model of TreeSmart Santa Fe.  
21                   TreeSmart will focus on highest-need areas first and expand as resources allow  
22                   and as directed by City staff.
- 23           2.       Work and collaborate with non-profits and other community organizations to  
24                   engage residents in planning and implementing equitable projects that provide for  
25                   the canopy needs of the city.

3. Work with City staff, the Municipal Tree Board, and the River Commission to coordinate an assessment of the extent of the existing urban tree canopy cover, and assist City staff to complete an inventory of trees on public lands.
4. Annually recognize Arbor Day with a tree-planting celebration that encourages residents to plant trees and take advantage of the benefits of City parks and our existing tree canopy.
5. Consider public and private lands and varying projects, incentives, and programs to replace lost trees, minimize heat islands, and increase the canopy cover.
6. Develop a City of Santa Fe urban forest and tree canopy plan.
7. Conduct a Canopy Pilot Project to test the methods utilized, complete needed canopy assessments, and kick start a larger, long-term effort to preserve and restore an appropriate urban tree canopy in the City of Santa Fe.
8. Develop and conduct public outreach to promote the Canopy Project and the Santa Fe River watershed.
9. Develop educational materials and provide training and education of volunteers with respect to watershed issues that relate to canopy cover and urban tree management.
10. Create an application or handbook for the City to increase community awareness of the techniques of planting and maintaining plant canopy and community understanding of the value of the benefits of our urban forest in Santa Fe.
11. Identify and work to secure additional funding by means of applying for funding on the City's behalf via private donations, grants, company sponsorships, capital improvement project funding, other legislative funding, and bonds.

PASSED, APPROVED, and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

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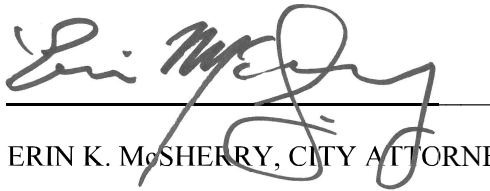
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ALAN WEBBER, MAYOR

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KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



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ERIN K. MCSHERRY, CITY ATTORNEY

*Legislation/2021/Resolutions/TreeSmart Santa Fe Support*

**FISCAL IMPACT REPORT****General Information:**(Check) Bill: \_\_\_\_\_ Resolution:   X  Short Title(s): TreeSmart Santa Fe SupportSponsor(s): Councilor Romero-WirthReviewing Department(s): Public Works Department- Parks DivisionStaff Completing FIR: Melissa McDonald Date: 03/04/21 Phone: 955-6840Reviewed by City Attorney:  Date: Mar 12, 2021Reviewed by Finance Director:  Date: Mar 14, 2021**Summary:**This Resolution directs staff to create and manage TreeSmart Santa Fe, a comprehensive tree canopy initiative in the City of Santa Fe.**Departments Affected:**Parks Division, Sustainability Office, Public Engagement Office, Water Conservation Office, Santa Fe Municipal Tree Board, and Santa Fe River Commission**Consequences of Not Enacting Legislation:**Failure to prioritize a healthy urban canopy would have negative health, environmental, and quality of life consequences, including, but not limited to, rising temperatures, lower property values, proliferation of heat islands, and an increase of carbon monoxide—a general decline in livability of Santa Fe.**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**Related to Resolutions 2007-08 (A Resolution Directing Staff to Develop a Comprehensive Tree Policy For The City of Santa Fe) and 2009-129 (A Resolution Recognizing and Celebrating Arbor Day, Each Year, as the Last Friday in April; and Directing Staff to Take the Necessary Steps To Qualify The City of Santa Fe as a Member of The National Arbor Day Foundation's Tree City USA (TCUSA) Program).**Performance and Administrative Implications:**As TreeSmart Santa Fe programming will be created from existing work plans and departmental master plans, the work is within current staff responsibilities and purview. There will be a need for increased collaboration between departments and external partners.**Fiscal Implications:**The Parks Division plans to hire a contractor(s) to initially coordinate TreeSmart programming and stakeholder integration which would include GIS data collections. All other staff work is within current purview.**Fiscal Impact**                     Check here if no fiscal impact

**Expenditures**

<b>Expenditure Type</b>	<b>FYE 21</b>	<b>FYE 22</b>	<b>FYE 23</b>	<b>Require BAR (Y/N)</b>	<b>Recurring (R) or Non-recurring (NR)</b>	<b>Fund</b>	<b>3-Year Total Cost</b>
<u>Personnel and</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u></u>	<u></u>	<u></u>	
<u>Benefits*</u>							
<u>Capital Outlay</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u></u>	<u></u>	<u></u>	
<u>Contractual/</u>	<u>\$</u>	<u>\$ 40,000</u>	<u>\$ 40,000</u>	<u>N</u>	<u>NR/R</u>	<u>GF/SW fee</u>	
<u>Professional Services</u>							
<u>Operating</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>		<u></u>	<u></u>	<u>\$</u>
<u>Total:</u>	<u>\$</u>	<u>\$ 40,000</u>	<u>\$ 40,000</u>				<u>\$ 80,000</u>

\* This includes all staff time associated with executing the job functions of the proposed legislation.

**Expenditure Narrative:**

The estimate for the contractor(s) to manage and integrate the TreeSmart Santa Fe initiative (including GIS data collection for citywide use) is \$80,000 over the next three years. Other staff time is within current staff responsibilities and purview.

**Revenue**

<b>Revenue Type</b>	<b>FYE 21</b>	<b>FYE 22</b>	<b>FYE 23</b>	<b>Recurring (R) or Non-recurring (NR)</b>	<b>Fund</b>
General Fund	<u>\$</u>	<u>\$ 20,000</u>	<u>\$ 20,000</u>	<u>NR</u>	<u>2554150</u>
Special Revenue	<u>\$</u>	<u>\$ 20,000</u>	<u>\$ 20,000</u>	<u>R</u>	<u>2310411 / 2554150</u>
CIP	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u></u>	<u></u>
Enterprise	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u></u>	<u></u>
Internal Service	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u></u>	<u></u>
Trust and Agency	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u></u>	<u></u>
Federal	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u></u>	<u></u>
Other	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u></u>	<u></u>
Total	<u>\$</u>	<u>\$</u>	<u>\$</u>		

**Revenue Narrative:**

The initiative is designed to start with modest expenditures for contractual services that will streamline existing efforts to achieve better long-term outcomes that meet City goals.