



City of Santa Fe, New Mexico

Memorandum



DATE: December 4, 2024

TO: Governing Body

FROM: Bernadette Salazar, HR Director *Bjs*

VIA: Randy Randall, Interim City Manager RR

ITEM:

Request for approval of the Memorandum of Agreement between the City of Santa Fe and Local 3999 City of Santa Fe Employees of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO for a one-time retention incentive payment in the amount of \$1,000.

BACKGROUND AND SUMMARY:

The Governing Body approved a Budget Adjustment Resolution from Gross Receipts Taxes (GRT) in excess of budgeted estimates and available fund balances and a budget allocation for FY2025 for retention incentive in an effort to retain AFSCME bargaining unit employees. Bargaining unit employees will agree to an additional six months of service with the City of Santa Fe.

ACTION REQUESTED:

The city's management team and AFSCME leadership respectfully request your review and approval of the Memorandum of Agreement between the City of Santa Fe and Local 3999 City of Santa Fe Employees of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO as described above.

Signature: 
Randy Randall (Dec 5, 2024 08:22 MST)

Email: rrandall@santafenm.gov

**MEMORANDUM OF AGREEMENT BETWEEN CITY OF SANTA FE
AND THE LOCAL 3999 CITY OF SANTA FE EMPLOYEES,
OF THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 18, AFL-CIO
FOR A ONE TIME RETENTION PAYMENT**

THIS MEMORANDUM OF AGREEMENT (“MOA”) is entered into by and between the City of Santa Fe, NM (“City”) and the Local 3999 City of Santa Fe Employees, of the American Federation of State, County and Municipal Employees Council 18, AFL-CIO (“Union”). The Union and City are collectively referred to as the (“Parties”).

WHEREAS, the Union is the collective bargaining representative for the employees covers by this MOA, and

WHEREAS, the city of Santa Fe strives to remain competitive and retain city employees.

WHEREAS, the Governing Body is considering a Budget Adjustment Resolution (BAR) from Gross Receipts Taxes (GRT) in excess of budgeted estimates and available fund balances and a budget allocation for FY2025 for retention incentive pay for AFSCME bargaining unit employees. This is one-time funding and cannot be used for recurring expenses.

Now, therefore, the Parties agree to the following:

- I. **EFFECTIVE DATE:** The Parties agree that, contingent upon Governing approval of the budget allocation and so long as both parties sign this MOA, the “effective date” is the date that the last Party executes this MOA.
- II. **TERMS OF MOA:** This MOA is a one-time retention payment of \$1,000 per eligible bargaining unit employee. The Parties agree the bargaining unit employee must comply with the following to be eligible for the payment:
 - a. To become eligible for the funding the bargaining unit employee must sign an agreement detailing they agree to an additional six months of service with City of Santa Fe. (Attachment 1).
 - b. The agreement must be signed no later than December 6, 2024 and the payment will be made by December 31, 2024.
 - c. The intent of this MOA and retention incentive is to help with retention of city employees; therefore, it does not apply to bargaining unit employees on a retirement contract or who are in the process of resigning.

- III. **FREELY AND VOLUNTARILY ENTERED:** This MOA has been entered into freely and voluntarily between the Parties, based on their own judgement, knowledge, and information without relying on any promises or understanding except as expressly provided herein.
- IV. **MOA CREATES NO THIRD-PARTY BENEFITS:** By entering into this MOA, the Parties do not intend to create any right, title, or interest in or for the benefit of any person other than the Parties. No person shall claim any right, title, or interest under this MOA or seek to enforce this MOA as a third-party beneficiary of this MOA.
- V. **NO FURTHER AGREEMENT.** This MOA incorporates all the agreements, covenants, and understandings between the parties hereto concerning the payment to be performed hereunder, and all such agreements, covenants, and understandings have been merged into this MOA. This MOA expresses the entire MOA and understanding between the parties. No prior agreement or understanding, verbal or otherwise, between the Parties or their agents shall be valid or enforceable unless embodied in this MOA.
- VI. **SEVERABILITY.** In case any one or more of the provisions contained in this MOA or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein, and any other application thereof shall not in any way be affected or impaired thereby.
- VII. **ELECTRONIC SIGNATURES.** The Parties agree that this MOA may be electronically signed and that the electronic signatures appearing on the agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS THEREOF, the parties have signed their names and affixed the signatures of their authorized representatives this ____ day of December 2024.

CITY OF SANTA FE

ALAN WEBBER, MAYOR

ATTESTS:

ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Christopher W. Ryan
Christopher W. Ryan (Dec 3, 2024 12:18 MST)

CHRISTOPHER W. RYAN, SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

Randy Randall
Randy Randall (Dec 3, 2024 12:22 MST)

RANDY RANDALL, INTERIM CITY MANAGER

Gilbert Baca *12/3/24*

GILBERT BACA, AFSCME PRESIDENT

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Bernadette Salazar

BERNADETTE SALAZAR, HUMAN RESOURCES DIRECTOR