



AGENDA

REGULAR MEETING OF
THE PUBLIC SAFETY
COMMITTEE
JUNE 15, 2021
4:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR PUBLIC SAFETY COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, the ban on public gatherings in excess of those permitted in the current Public Health Order, and the need to incorporate technology and practices to re-institute in-person meetings consistent with the limitations established by the Order, the Public Safety Committee meeting will be conducted virtually.

Viewing: Members of the public may join the Zoom meeting by internet or phone, as follows:

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: <https://santafenm.gov.zoom.us/j/96727581558?pwd=UFV4dTVGVy9hb2JNTHh1QTFaYXFYdz09>.

Passcode: 086695

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: 967 2758 1558 - Passcode: 086695**
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 MINUTES**



AGENDA

REGULAR MEETING OF
THE PUBLIC SAFETY
COMMITTEE
JUNE 15, 2021
4:00 PM
ATTEND VIRTUALLY

April 20, 2021 Minutes

5. ACTION ITEMS

- a. CONSIDERATION OF BILL NO. 2021-___. (Councilor Lindell, Mayor Webber, and Councilor Rivera)
An Ordinance Creating a New Section 2-4.14 SFCC 1987 to Require the City Manager's Residence be Within, or Within Ten (10) Miles of, the Municipal Boundaries of the City of Santa Fe; Creating a New Section 2-9.7 SFCC 1987 to Require that the Chief of Police's Primary Residence be Within, or Within Ten (10) Miles of, the Municipal Boundaries of the City of Santa Fe; and Creating New Section 2-10/6 SFCC 1987 to Require that the Chief of the Fire Department's Primary Residence be Within, or Within Ten (10) Miles of, the Municipal Boundaries of the City of Santa Fe. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:

Introduction: 06/09/21

Public Safety Committee: 06/15/21

Quality of Life Committee: 06/16/21

Finance Committee: 06/21/21

Governing Body (request to publish): 06/30/21

Governing Body (public hearing): 07/28/21

- b. Request for approval of the Collective Bargaining Agreement between the City of Santa Fe and the Santa Fe Police Officers Association for FY22.
Contract includes salary increases in the amount of \$(423,039.00) for sworn and civilian bargaining unit employees. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040)

Committee Review:

Public Safety Committee: 6/15/21

Quality of Life Committee: 6/16/21

Finance Committee: 6/21/21

Governing Body: 6/30/21

- c. Request for the Approval of the Agreement for animal confinement, care and disposal between the Santa Fe Animal Shelter and Human Society,



City of Santa Fe

AGENDA

REGULAR MEETING OF
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COMMITTEE
JUNE 15, 2021
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Inc. and the City of Santa Fe in the Total Amount of \$(529,231.80) for the confinement, care, maintenance and disposal of stray and impounded animals for a period of three (3) years from the time of approval by both the City of Santa Fe and Santa Fe Animal Shelter and Human Society, Inc.; Santa Fe Animal Shelter and Human Society, Inc.. (Ben Valdez, Deputy Chief of Police: bpvaldez@santafenm.gov, 505-955-5040).

Committee Review:

Public Safety Committee: 6/15/21

Quality of Life Committee: 6/16/21

Finance Committee: 6/21/21

Governing Body: 6/30/21

- d. Submit for Review US Department of Justice, Office of Justice Programs, Certifications and Assurances by the Chief Executive of the Applicant Government. (Andrew Padilla, Chief of Police Department, aapadilla@santafenm.gov, 955-5102)

Committee Review:

Public Safety Committee: 06/15/2021

Quality of Life Committee: 06/16/2021

Public Works and Utilities Committee: 06/21/2021

Governing Body: 06/30/2021

6. MATTERS FROM POLICE, CHIEF ANDREW PADILLA

- a. May 2021 Crime Stats

7. MATTERS FROM FIRE, CHIEF PAUL BABCOCK

8. MATTERS FROM RECC, VANESSA MARQUEZ

9. MUNICIPAL COURT REPORT

- a. April/May 2021 Court Report

10. COMMUNICATIONS FROM THE FLOOR

11. MATTERS FROM THE COMMITTEE



City of Santa Fe

AGENDA

REGULAR MEETING OF
THE PUBLIC SAFETY
COMMITTEE
JUNE 15, 2021
4:00 PM
ATTEND VIRTUALLY

12. **NEXT MEETING: Tuesday, August 17, 2021**
13. **ADJOURN**



MINUTES

REGULAR MEETING OF
THE PUBLIC SAFETY
COMMITTEE
APRIL 20, 2021

1. **CALL TO ORDER**
2. **ROLL CALL**

Members Present:

Councilor Chris Rivera
Member Nancy Lewis
Member Gerald Joyce
Member Bruce Finger
Voting Member Herbert Harris

Members Excused:

Member Joe Arellano
Member Mike Mier

Others Attending:

Andrew Padilla, Police Chief
Paul Babcock, Fire Chief
Jessica Pfeifer, Administrative Manager
Vanessa Marquez, Attendee
Tara King, Attendee
Ben Valdez, Attendee

3. **APPROVAL OF AGENDA**

- a. April 20, 2021 Agenda

MOTION: Member Lewis moved, seconded by Member Joyce, to approve the agenda as presented.

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

For: Councilor Rivera, Member Lewis, Member Joyce, Member Finger, Voting Member Harris

Against: None

Abstain: None



MINUTES

REGULAR MEETING OF
THE PUBLIC SAFETY
COMMITTEE
APRIL 20, 2021

4. APPROVAL OF MINUTES

Minutes from February 16, 2021

MOTION: Voting Member Harris moved, seconded by Councilor Rivera, to approve the minutes as presented.

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

For: Councilor Rivera, Member Lewis, Member Finger, Voting Member Harris

Against: Member Joyce

Abstain: None

5. ACTION ITEMS

A. DISCUSSION: LED Street Lighting Design Steering Committee

6. MATTERS FROM POLICE, CHIEF ANDREW PADILLA

a. February/March 2021 Crime Stats

7. MATTERS FROM FIRE, CHIEF PAUL BABCOCK

8. MATTERS FROM RECC, VANESSA MARQUEZ

9. MUNICIPAL COURT REPORT

A. March 2021 Court Report

10. COMMUNICATIONS FROM THE FLOOR

11. MATTERS FROM THE COMMITTEE

12. NEXT MEETING: June 15 2021

13. ADJOURN



City of Santa Fe

MINUTES

REGULAR MEETING OF
THE PUBLIC SAFETY
COMMITTEE
APRIL 20, 2021

Liaison

Chair




City of Santa Fe New Mexico


Memorandum



Date: June 4, 2021

To: Public Safety Committee, Quality of Life Committee, Finance Committee, and Governing Body

From: Jesse Guillen, Legislative Liaison 

Via: Erin K. McSherry, City Attorney 

RE: Residency Requirement for City Manager, Police Chief, and Fire Chief

EXECUTIVE SUMMARY:

The proposed Bill would require that the first City Manager, Chief of Police, and Fire Chief who are appointed after July 1, 2021 to maintain their primary residence within 10 miles of the municipal boundaries of the City of Santa Fe. Exhibit A provides a map of what areas of Santa Fe County would be included under this requirement.

BACKGROUND:

Certain members of the public and some elected officials have raised concern about the ability of the City Manager, Chief of Police, and Fire Chief to respond to sudden and pressing events if they live too far outside of the City of Santa Fe. The concern is that the longer drive from out of town would be detrimental to the official's ability to provide an immediate response.

The Bill may deter future applicants from applying to be City Manager, Chief of Police, and Fire Chief.

ATTACHMENTS:

Resolution
Exhibit A - Map of Geographic Boundaries
Fiscal Impact Report

underscored material = new
[bracketed material] = delete

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CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Councilor Signe I. Lindell

Mayor Alan Webber

Councilor Chris Rivera

AN ORDINANCE

**CREATING A NEW SECTION 2-4.14 SFCC 1987 TO REQUIRE THE CITY MANAGER’S
PRIMARY RESIDENCE BE WITHIN, OR WITHIN TEN (10) MILES OF, THE
MUNICIPAL BOUNDARIES OF THE CITY OF SANTA FE; CREATING A NEW
SECTION 2-9.7 SFCC 1987 TO REQUIRE THAT THE CHIEF OF POLICE’S PRIMARY
RESIDENCE BE WITHIN, OR WITHIN TEN (10) MILES OF, THE MUNICIPAL
BOUNDARIES OF THE CITY OF SANTA FE; AND CREATING A NEW SECTION 2-10.6
SFCC 1987 TO REQUIRE THAT THE CHIEF OF THE FIRE DEPARTMENT’S
PRIMARY RESIDENCE BE WITHIN, OR WITHIN TEN (10) MILES OF, THE
MUNICIPAL BOUNDARIES OF THE CITY OF SANTA FE.**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

**Section 1. [NEW MATERIAL] A new Section 2-4.14 of SFCC 1987 is hereby
ordained to read:**

2-4.14 Residency requirements.

Beginning with the first city manager appointed after July 1, 2021, the city manager shall,

1 within one hundred and eighty (180) days of employment, and for the duration of employment as
2 manager, live within the geographic boundaries of the city of Santa Fe or within ten (10) miles
3 from the city’s geographic boundaries. As used here, “live” means to have a primary residence.

4 **Section 2. [NEW MATERIAL] A new Section 2-9.7 of SFCC 1987 is hereby**
5 **ordained to read:**

6 **2-9.7 Residency requirements.**

7 Beginning with the first chief of police appointed after July 1, 2021, the chief of police
8 shall, within one hundred and eighty (180) days of employment, and for the duration of employment
9 as chief, live within the geographic boundaries of the city of Santa Fe or within ten (10) miles from
10 the city’s geographic boundaries. As used here, “live” means to have a primary residence.

11 **Section 3. [NEW MATERIAL] A new Section 2-10.6 of SFCC 1987 is hereby**
12 **ordained to read:**

13 **2-10.6 Residency requirements.**

14 Beginning with the first chief of the fire department appointed after July 1, 2021, the chief
15 of the city fire department shall, within one hundred and eighty (180) days of employment, and for
16 the duration of employment as chief, live within the geographic boundaries of the city of Santa Fe
17 or within ten (10) miles from the city’s geographic boundaries. As used here, “live” means to have
18 a primary residence.

19 APPROVED AS TO FORM:

20 
21 _____
22 ERIN K. McSHERRY, CITY ATTORNEY

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO BILL NO. 2021-__
Residency Requirements

Mayor and Members of the City Council:

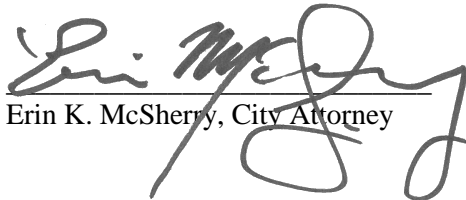
I propose the following amendment(s) to Bill No. 2021-__:

1. On page 1, lines 12-13 *strike* “, OR WITHIN TEN (10) MILES OF, THE MUNICIPAL BOUNDARIES OF THE CITY OF SANTA FE” and *insert* in lieu thereof “SANTA FE COUNTY”
2. On page 1, lines 15-16 *strike* “, OR WITHIN TEN (10) MILES OF, THE MUNICIPAL BOUNDARIES OF THE CITY OF SANTA FE” and *insert* in lieu thereof “SANTA FE COUNTY”
3. On page 1, lines 18-19 *strike* “, OR WITHIN TEN (10) MILES OF, THE MUNICIPAL BOUNDARIES OF THE CITY OF SANTA FE” and *insert* in lieu thereof “SANTA FE COUNTY”
4. On page 2, lines 2-3 *strike* “the geographic boundaries of the city of Santa Fe or within ten (10) miles from the city’s geographic boundaries” and *insert* in lieu thereof “Santa Fe county”
5. On page 2, lines 9-10 *strike* “the geographic boundaries of the city of Santa Fe or within ten (10) miles from the city’s geographic boundaries” and *insert* in lieu thereof “Santa Fe county”
6. On page 2 lines 16-17 *strike* “the geographic boundaries of the city of Santa Fe or within ten (10) miles from the city’s geographic boundaries” and *insert* in lieu thereof “Santa Fe county”

Respectfully submitted,

JoAnne Vigil Coppler, Councilor

Approved as to Form:



Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____




Kristine Mihelcic, City Clerk

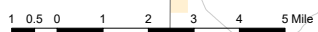
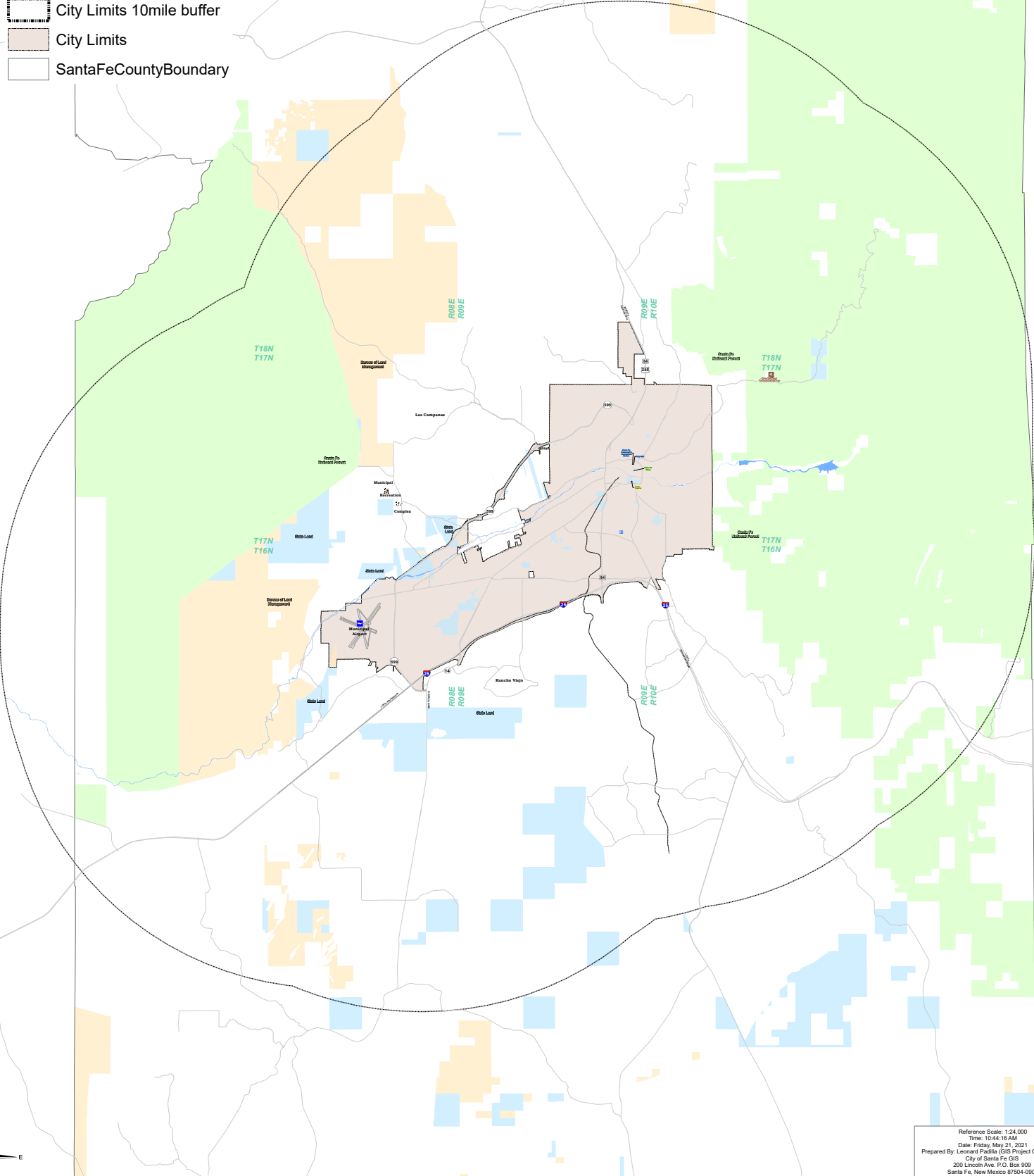


City of Santa Fe City Limits & 10 Mile Buffer



Legend

-  City Limits 10mile buffer
-  City Limits
-  SantaFeCountyBoundary



Reference Scale: 1:24,000
 Time: 10:44:16 AM
 Date: Friday, May 21, 2021
 Prepared By: Leonard Padilla (GIS Project Coordinator)
 City of Santa Fe GIS
 200 Lincoln Ave, P.O. Box 909
 Santa Fe, New Mexico 87504-0909
 Coordinate System:
 NAD 1983 StatePlane New Mexico Central FIPS 3002 Feet
 Projection: Transverse Mercator
 Datum: North American 1983
 Disclaimer: This information is for reference only.
 The City of Santa Fe assumes no liability
 for errors associated with the use of these data.
 Users are solely responsible for confirming data
 accuracy when necessary.

FISCAL IMPACT REPORT

General Information:

(Check) Bill: Resolution: _____

Short Title(s): Residency Requirements

Sponsor(s): Councilors Lindell, Webber, Rivera

Reviewing Department(s): Legislative Services – City Attorney’s Office

Staff Completing FIR: Jesse Guillen Date: 5/20/21 Phone: 955-6518

Reviewed by City Attorney:  Date: Jun 4, 2021

Reviewed by Finance Director:  Date: Jun 4, 2021
Alexis Lotero (Jun 4, 2021 16:01 MDT)

Summary:

The proposed Bill would require appointees to City Manager, Police Chief, and Fire Chief after July 1, 2021 to reside within the municipality or 10 miles of the municipal boundaries of the City of Santa Fe

Departments Affected:

City Manager, Police Department, Fire Department, and Human Resources.

Consequences of Not Enacting Legislation:

None of the three positions will include a future requirement for the employee to maintain a primary residence within 10 miles of the municipal boundaries of Santa Fe within 180 days of appointment. If the City Manager, Police Chief or Fire Chief live further than 10 miles of the municipal boundaries, in-person response times from these employees could be delayed.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

This residency requirement could lead potentially well-qualified applicants for the affected positions to not apply because of this requirement, including long-term employees of the City who established their family outside of Santa Fe for financial or other reasons.

Performance and Administrative Implications:

The Human Resources Department would have to verify the appointee’s primary residence was within the required geographic boundaries within 180 days of appointment.

Fiscal Implications:

None identified.

Fiscal Impact

Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Benefits*</u>							
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature: 

Email: jbg Guillen@ci.santa-fe.nm.us



City of Santa Fe, New Mexico

Memorandum



DATE: June 7, 2021

TO: Governing Body
Finance Committee
Quality of Life Committee
Public Safety Committee

VIA: Andrew Padilla, Chief of Police *AP (6-7-21)*

FROM: Ben Valdez, Deputy Chief of Police *Ben Valdez*
Lead Negotiator for the FY22 Management Team

ITEM AND ISSUE:

Request for approval of the Collective Bargaining Agreement between the City of Santa Fe and the Santa Fe Police Officers Association for FY22. Contract includes salary increases in the amount of \$(423,039.00) for sworn and civilian bargaining unit employees. Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

BACKGROUND AND SUMMARY:

For FY22 the City of Santa Fe allocated \$(423,127.00), which was an equivalent of a 4% increase per funded position for Santa Fe Police Officers Association (SFPOA) bargaining unit employees. Through mutual collaboration between the SFPOA and the City of Santa Fe Management Team, we were able to complete contract negotiations for FY22. The agreement was ratified by the SFPOA. Below is a summary of the items negotiated:

- **Section 16 Compensation-**

- Pay Increases-

▪ 4% Salary increase for all Non-Sworn, Non-Probationary Employees	
▪ 1.2% base rate increase for Police Officer I	\$22.264
▪ 1.8% base rate increase for Police Officer II	\$25.450
▪ 3.334% base rate increase for Senior Police Officer	\$31.000
▪ 3.334% base rate increase for Police Detective	\$31.000
▪ 6.06% base rate increase for Police Sergeant	\$35.000

Budget Increase of \$423,039.00 allocated in FY22

- Incentive Pay-

- Tactical Emergency Medical Services Incentive Pay for (4) allocated positions. \$100 per month once certified as an EMT Basic and TEMS Certification

*(None of the allocation for raises was used for this incentive. We used 4 of 12 unfilled Field Training Officers to fund this incentive. We now have 8 FTO positions, 6 of 8 are currently filled.) **No Fiscal Impact.**

- Court Allowance

- Included clarifying language stating- The rate of pay will be in compliance with Section 21 Hours of Work and Overtime. **No Fiscal Impact.**

- **Section 29 On Call and Call Backs-**

- Call Back Time

- Included clarifying language stating the rate of pay will be in compliance with Section 21 Hours of Work and Overtime. **No Fiscal Impact.**

ACTION REQUESTED:

The Santa Fe Police Department respectfully requests your review and approval of the Collective Bargaining Agreement between the City of Santa Fe and the Santa Fe Police Officers Association.

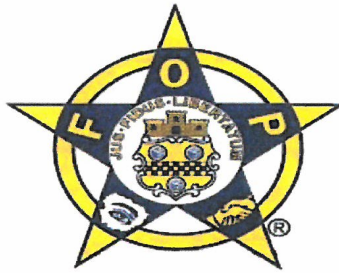
AGREEMENT

BETWEEN

THE CITY OF SANTA FE

AND THE

SANTA FE POLICE OFFICERS' ASSOCIATION



Whole Agreement in Effect

July 1, 2019 through June 30, 2022

Year number 3 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.

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 1st**, the employee is not required to return to work until at least **July 14**.

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 15th 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.

- Fiscal Year 2022:

The salary increase will be effective the first full pay period in fiscal year 2022 following approval of this agreement by the City's Governing Body.

Sworn Positions:

Bargaining Unit employees in a Sworn Position will receive the following identified increases from their current pay rate or the minimum of the classification pay rate, based on whichever is greater.

<i>Police Officer I</i>	<i>\$22,264</i>	<i>1.2%</i>
<i>Police Officer II</i>	<i>\$25,450</i>	<i>1.8%</i>
<i>Senior Police Officer</i>	<i>\$31,000</i>	<i>3.334%</i>
<i>Detective</i>	<i>\$31,000</i>	<i>3.334%</i>
<i>Sergeant</i>	<i>\$35,000</i>	<i>6.06%</i>

Non-Sworn Positions:

Bargaining Unit employees in a Non-Sworn Position and in a non-probationary status as of July 1, 2021, will receive a four percent (4%) increase from their current rate of pay.

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. The rate of pay will be in compliance with Section 21 *Hours of Work and Overtime*. 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
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TEMS 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, EMT Basic and TEMS 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 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.

Classification Sworn	Minimum Requirements for Classification	Minimum Pay Rate
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	\$22.264
Police Officer II	Completion of 36 months of service with SFPD or any law enforcement department	\$25.450
Senior Police Officer	Completion of 60 months of service with SFPD or any law enforcement department	\$31.000
Detective	Eligible to submit application to test for Detective upon completion of 36 months of service with SFPD*	\$31.000
Sergeant	Eligible to submit application to test for Sergeant upon completion of 84 months of service with SFPD*	\$35.000
	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.	

Classification Non – Sworn	Minimum Pay Rate
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 11th) (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 Unit, 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. The rate of pay will be in compliance with Section 21 *Hours of Work and Overtime*.

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

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 1st. Negotiations shall begin no later than August 15th 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 order

Random 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. Amphétamines
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 an 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

CITY ATTORNEY'S OFFICE:

Christopher W. Ryan
Christopher W. Ryan (Jun 14, 2021 11:33 MDT)

Senior Assistant City Attorney

Santa Fe Police Officers Association:

Rebecca R. Hilderbrandt, President



City of Santa Fe, New Mexico

Memorandum



DATE: June 8, 2021

TO: Governing Body
Finance Committee
Quality of Life Committee
Public Safety Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Andrew Padilla, Chief of Police (6-8-21)

FROM: Ben Valdez, Deputy Chief of Police *B. Valdez DC 6/4/21*

ITEM AND ISSUE:

Request for the Approval of the Agreement for animal confinement, care and disposal between the Santa Fe Animal Shelter and Human Society, Inc. and the City of Santa Fe in the Total Amount of \$(529,231.80) for the confinement, care, maintenance and disposal of stray and impounded animals for a period of three (3) years from the time of approval by both the City of Santa Fe and Santa Fe Animal Shelter and Human Society, Inc.; Santa Fe Animal Shelter and Human Society, Inc.; Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

BACKGROUND AND SUMMARY:

The Santa Fe Police Department requires a facility for the confinement, care, maintenance and disposal of stray and impounded animals. This service has been provided by the Santa Fe Animal Shelter and Human Society, Inc and remains the most cost effective method due to our Animal Services Unit being housed in the same complex and the proximity of the facility to the City limits.

PROCUREMENT METHOD:

Per Municipal Ordinance 5-11.1 - Shelter run by nonprofit organization.

- A. In lieu of or until the establishment and maintenance of a city-owned animal services center facility, the city may contract for operation and maintenance of such facility with any responsible nonprofit organization, incorporated under the laws of the state, having for its object, the care of animals and the prevention of cruelty to animals.
- B. In the event that the city shall enter into any such contract, all the provisions of law and regulations shall apply to and be part of the contract.

CONTRACT NUMBER:

The FY22 Munis contract number is 3202774.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Law Enforcement /Fund 223
Munis Org Name/Number: Police Admin /2230310
Munis Object Name/Number: Service Contracts /510310

ACTION REQUESTED:

The Santa Fe Police Department respectfully requests your review and approval.

Item# _____
Munis Contract# _____

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and the **Santa Fe Animal Shelter and Humane Society, Inc.** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Services:**

A. The City Shall:

- 1) Contact owners of animals collected by the City, as required by Section 5-7.1 SFCC 1987.
- 2) Mark all City Animal Services vehicles with a "City of Santa Fe" designation so as to identify and differentiate them from Contractor's vehicles. Only utilize personal protective equipment and supplies provided by the City of Santa Fe.
- 3) Complete in writing, information on the impound cards including the time and exact location at which the animal was impounded. At time of intake it will be noted if the animal has been cited or will be issued an active citation such as "dangerous dog" or "vicious dog".
- 4) In regards to animal bite cases, supply upon intake, complete and sign a Bite Case Quarantine form, along with the regular impound card. If the owner of the animal is known and present at the time of impound, the form will be completed and signed by the owner. If the owner is known and is not present at the time of impound, the City will complete the form with the information, but without the signature.
- 5) The City assumes responsibility for expenses for any animal brought in by the City that requires services outside of the Contractor's regular business hours, scope of capability, or level of overnight care. Cases brought in after 4:30 PM may require transport and overnight care at a veterinary emergency facility, upon discretion of the Animal Services Officer, with the City being responsible for expenses incurred. The City accepts the Contractor's business hours may be changed at the Contractor's discretion. Contractor will inform the City in writing at least ten (10) days before any such changes are implemented. In the event of delayed opening or early closing due to inclement weather, a

manmade or natural disaster the Contractor shall immediately inform the Animal Services Supervisor of the delayed opening or early closure.

- 6) During regular operating hours when summoned by the Contractor through the Santa Fe Police Dispatch Center, Animal Services Officers shall report to the Contractor's Facility to complete an impound or release of animals.
- 7) Deliver to the Contractor the remains of deceased animals for disposal by the Contractor and pay the rate established in 1.B.15. The Animal Services Officer shall completely and legibly record each deceased animal on the City Carcass Log when placing an animal in the freezer.

B. The Contractor shall provide the following services for the City:

- 1) Operate and maintain an animal shelter as an animal housing facility for the benefit of the citizens of the City. Carry out all duties relating to rabid and biting animals, including, in the case of live animals, confining the animal and determining the immunization status, and in the case of dead animals, preparing and delivering such an animal to the New Mexico Department of Public Health or other approved facility in order that the department may arrange for laboratory determination of whether or not such animal is infected with rabies. All bite cases shall be reported to the City and the animal confined under supervision of the City.
- 2) Accept an average of one hundred (100) stray dogs, cats and other approved domestic small animals per month that are brought to the animal shelter by the City's Animal Services, provided these animals do not exhibit any symptoms of rabies or other dangerous disease. If the number of animals exceeds one hundred twenty (120) in a given month, the City will be billed separately at the Contractor's daily impound rate, currently thirty dollars (\$30.00) per day, per animal.
- 3) All healthy feral cats (as determined by the Contractor) will be sterilized and returned to the location where they were found, delivered to another managed cat colony or considered for adoption.
- 4) Animals other than dogs and cats may be accepted by the animal shelter at the Contractor's exclusive discretion. Before other animals are accepted by the Contractor, the City must obtain explicit approval from the Contractor in each case. If the Contractor declines to accept these animals, the City will find housing for these animals other than the Contractor.
- 5) Hold all animals brought to the animal shelter by the City, which remain unclaimed, in accordance with the provisions as set forth in Section 5-7.1 SFCC 1987, unless for humane reasons, the Contractor's veterinarian determines that euthanasia is appropriate prior to that time. After the

expiration of the legal holding time, all animals become the property of the Contractor.

- 6) Holds on animals beyond the legal stray holding time, including but not limited to animals held in the course of investigations, will be billed separately at the Contractor's daily impound rate, currently thirty dollars (\$30.00) per day, per animal. The Contractor reserves the right to refuse extended stays for animals whose quality of life is compromised or who cannot humanely be cared for in the Contractor's facility.
- 7) The Contractor will continue to assume responsibility for licensing animals in the City of Santa Fe pursuant to Section 5-5.6 SFCC 1987. The Contractor will incur all costs deemed necessary by the Contractor for such licensing and the City will allow Contractor to collect and retain all licensing fees and revenue. The Contractor shall set licensing fees with the City's Animal Services approval.
- 8) Comply with all provisions of law and regulations as set forth in Chapter "V" of SFCC 1987, pursuant to Section 5-11.1.B of the Animal Control Ordinance.
- 9) Provide monthly status reports, as well as individual animal records to the City.
- 10) Collect and retain all animal boarding fees and costs.
- 11) Contractor will not be required to board beyond the stray hold period animals for impoundment from an Animal Services Officer, which the Animal Service Officer indicates are to be held as evidence in a pending legal proceeding such as a hoarding case or other criminal case. Contractor may accept such animals beyond the stray holding period on a case-by-case basis based on boarding availability.
- 12) When a representative of the City is not available during regular operating hours, the Contractor will complete the detailed intake documentation and accept a stray domestic animal found within the Santa Fe City limits by a person who is not the owner of the animal. Upon acceptance of the stray, the Contractor shall immediately contact the Santa Fe Police Dispatch Center and request the Animal Services Officer report to the Contractor's facility to complete the impound card and complete the impound process for the stray. The Contractor's acceptance and shelter of the stray will be confirmed by the Animal Services Officer and the stray will be counted toward the animals the Contractor is compensated for monthly in this agreement.
- 13) If an owner of an impounded animal being held at the Contractor's facility under this agreement wishes to retrieve their pet when a representative of the

City is unavailable during regular operating hours, the Contractor shall immediately contact the Santa Fe Police Dispatch Center and request the Animal Services Officer report to the facility to complete the release of the animal.

- 14) Provide medical care under the direction and authority of the Contractor's licensed veterinarian. Decisions regarding all medical care, including the treatment of animals, rest with the Contractor's licensed veterinarian. Animals will not be euthanized within the animal holding period unless medically necessary. Decisions regarding medically necessary euthanasia of suffering animals impounded by the Animal Services Officer and being held at the Contractor's facility rest with the Contractor's licensed veterinarian. The Contractor shall notify the Animal Services Supervisor no later than the next business day of euthanasia or sedation of any animal administered prior to the completion of the hold period.
- 15) Be responsible for the storage and disposal of remains of animals received from an Animal Services Officer that are deceased upon arrival to the Contractor's Facility. The agreed upon rate for disposal of remains by way of cremation is a flat rate of \$70 for all animals weighing up to 125 pounds. The Contractor shall provide and maintain a freezer on the premises for the appropriate storage of remains of deceased animals.

C. Performance Measures.

Contractor shall substantially perform the following Performance Measures:

- 1) The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.
- 2) The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

2. Compensation.

A. In consideration of its obligations under this Agreement, the total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$529,231.80), and exclusive of additional boarding and cremation charges described in Article 1, paragraph B2, B6 and B15 of this Agreement, in accordance with the following schedule:

- 1) July 1, 2021 through June 30, 2022: \$14,174.08 per month.
- 2) July 1, 2022 through June 30, 2023: \$14,599.30 per month.
- 3) July 1, 2023 through June 30, 2024: \$15,329.27 per month.

B. Payment in future fiscal years is subject to availability of funds pursuant to the

Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. (Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on 06/30/24 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the

notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or

subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Santa Fe Police Department, 2515 Camino Entrada, Santa Fe, NM 87507.

To the Contractor: Santa Fe Animal Shelter & Humane Society, 100 Caja del Rio, Santa Fe, NM 8750.

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:
Santa Fe Animal Shelter and Humane
Society, Inc.

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

KRISTINE BUSTOS-MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 9, 2021 15:16 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Police Admin / 2230310

Org. Name/Org#.

Jennifer Steketee
Name: Jennifer Steketee
Title: Executive Director

DATE: 06/09/2021
CRS# 01-505915-004

Registration # 215657

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 05/19/2021
FOR CITY COUNCIL MEETING OF 06/09/2021

ISSUE:

Submit for Review US Department of Justice, Office of Justice Programs, Certifications and Assurances by the Chief Executive of the Applicant Government. (Andrew Padilla, Chief of Police Department: aapadilla@santafenm.gov, 505-955-5102)

Committee Review:

Quality of Life Committee: 05/19/2021

Finance Committee: 06/01/2021

Governing Body: 06/09/2021

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:

Finance Committee; Governing Body

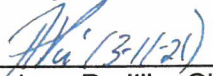
VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

City of Santa Fe New Mexico

Memo

DATE: March 11, 2021

TO: Governing Body
Finance Committee
Quality of Life Committee

FROM: 
Andrew Padilla, Chief of Police

ITEM AND ISSUE:

Request signature from Highest Ranking Official on 2020 Certification and Assurances for the 2020 Edward Byrne Grant Award Local Solicitation

BACKGROUND AND SUMMARY:

The City of Santa Fe has been awarded the 2020 Local Solicitation Edward Byrne Memorial Justice Assistance grant by the US Department of Justice, Office of Justice Programs for \$22,198. This award is allocated to maintaining the Body Worn Camera program for purchase of replacement parts and equipment.

Due to the amount of the award, the City Manager is eligible to sign the grant award documents and all other forms, however, the Certification and Assurances by the Chief Executive of the Applicant Government must be signed by the highest ranking official, the Mayor.

It is requested by City Attorney, Erin McSherry to submit this form for the Mayor's signature as a non-financial or discussion item to committee meetings and the Governing Body meeting agenda in order for us to complete the acceptance of this grant award.

REQUESTED ACTION:

Submit the Certifications and Assurances by the Chief Executive of the Applicant Government form for the Mayor's Signature.

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2020 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2020 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

ALAN M. WEBBER

Printed Name of Chief Executive
CITY OF SANTA FE

Date of Certification

MAYOR

Title of Chief Executive

Name of Applicant Unit of Local Government



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # N/A

Contractor: Department of Justice-Office of Justice Program (OJP)

Description: **Signature on Certification and Assurances Form by Highest Ranking Official of Municipality for 2020 Edward Byrne Memorial Justice Local Solicitation Grant Award \$22,198 allocated for repair and maintenance of body worn camera program.**

Contract Agreement Lease / Rent Amendment

Term Start Date: 10/1/2020 Term End Date: 9/30/2022

Approved by Council Date: 4/14/21

Contract / Lease: Highest ranking official signature on Certifications & Assurances form

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
The Highest Ranking Official must sign the Certifications & Assurances Form for acceptance of the 2020 Edward Byrne Memorial Office of Justice Assistance Program (OJP) Grant Award. The City Manager is eligible to sign all other forms based and the grant award amount \$22,198.

3. **Procurement History: Signature needed by highest ranking official for 2020 Edward Byrne Award**

John D. [Signature]

Fran D. [Signature] (Mar 17, 2021 10:53 MDT)

Mar 17, 2021

Purchasing Officer Review: _____

Date: _____

Comment & Exceptions: Grant Funds JAG- Body Worn Camera Program/maint. & repair

4. **Funding Source: Police Grants**

Org / Object: 2230315 / 572400

Alexis Lotero

Alexis Lotero (Mar 16, 2021 16:46 MDT)

Mar 16, 2021

Budget Officer Approval: _____

Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Laura A Vigil, Acctg Suprv Phone # 505-955-5086

Email: lavigil@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ACTION SHEET	
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 06/07/2021	
ISSUE NO. 8g	
<p>Submit for Review US Department of Justice, Office of Justice Programs, Certifications and Assurances by the Chief Executive of the Applicant Government. (Andrew Padilla, Chief of Police Department, aapadilla@santafenm.gov, 955-5102)</p> <p>Committee Review: Quality of Life Committee: 05/19/2021 Public Works and Utilities Committee: 06/07/2021 Governing Body: 06/09/2021</p>	
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward 06/09/2021 Governing Body	
SPECIAL CONDITIONS OR AMENDMENTS:	
STAFF FOLLOW UP:	

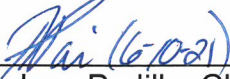
VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	EXCUSED		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	EXCUSED		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe New Mexico

Memo

DATE: June 9, 2021

TO: Governing Body
Finance Committee
Quality of Life Committee
Public Safety

FROM:  (6-10-21)
Andrew Padilla, Chief of Police

ITEM AND ISSUE:

Request signature from Highest Ranking Official on 2019 Certification and Assurances for the 2019 Edward Byrne Grant Award Local Solicitation

BACKGROUND AND SUMMARY:

The City of Santa Fe has been awarded the 2019 Local Solicitation Edward Byrne Memorial Justice Assistance grant by the US Department of Justice, Office of Justice Programs for \$24,392. This award is allocated to the purchase of 4 Sure Shot Lidars (radars) with motorcycle mounts, 1 InstALERT Message Display Board including 1 spare battery and Body Worn Camera heads and compact flash cards in order to maintain the Body Worn Camera program.

Due to the amount of the award, the City Manager is eligible to sign the grant award documents and all other forms, however, the Certification and Assurances by the Chief Executive of the Applicant Government must be signed by the highest ranking official, the Mayor and the form must be unedited as previously submitted to DOJ.

It is requested by City Attorney, Erin McSherry to submit this form for the Mayor's signature as a non-financial or discussion item to committee meetings and the Governing Body meeting agenda in order for us to complete the submission of documents for this grant award.

REQUESTED ACTION:

Submit the Certifications and Assurances by the Chief Executive of the Applicant Government form for the Mayor's Signature.

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2019 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2019 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Alan Webber
Printed Name of Chief Executive

City of Santa Fe, New Mexico
Name of Applicant Unit of Local Government

Date of Certification

Mayor
Title of Chief Executive


U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2018 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2018 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(e), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.



Signature of Chief Executive of the Applicant Unit of
Local Government
ALAN M. WEBBER

Printed Name of Chief Executive
CITY OF SANTA FE

Name of Applicant Unit of Local Government

5/7/2020

Date of Certification
MAYOR

Title of Chief Executive

In accordance with above paragraph 3) As per the City of Santa Fe Ordinance No. 2018-1 Section 1.11-4F the City Manager may approve grant applications, awards, grant match requirements and agreements from five thousand dollars and one cent (\$5,000.01) up to and including sixty thousand dollars (\$60,000); therefore governing body approval is not required; and paragraph 4) Approval of documents by the City Manager are not subject to public comment or approval as per established procedures by the City of Santa Fe.

Rev. March 6, 2018



Base Occurrences

2021	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Murder (Homicide)	3	1	0	1	1								6
Robbery	4	3	1	5	1								14
Motor Vehicle Theft	23	28	19	23	43								136
Arson	0	1	4	1	1								7
Rape													
Criminal Sexual Penetration (Adult)	2	2	3	4	1								12
Criminal Sexual Penetration (Minor)	1	4	0	3	1								9
Burglary													
Burglary-Commercial	11	18	13	11	12								65
Breaking & Entering-Commercial	4	1	0	0	0								5
Burglary-Residential	13	7	16	7	9								52
Breaking & Entering-Residential	4	1	0	2	0								7
Larceny													
Larceny-All	98	89	96	98	144								525
Burglary-Auto	58	72	61	38	55								284
Assault/Battery													
Assault/Battery (Simple)	45	47	52	56	56	0	0	0	0	0	0	0	256
Assault/Battery (Aggravated)	37	42	35	55	55	0	0	0	0	0	0	0	224

	Prior Month Changes		
	April	May	Changes
Murder (Homicide)	1	1	0.00%
Robbery	5	1	-80.00%
Motor Vehicle Theft	23	43	86.96%
Arson	1	1	0.00%
Rape	7	2	-71.43%
Criminal Sexual Penetration (Adult)	4	1	-75.00%
Criminal Sexual Penetration (Minor)	3	1	-66.67%
Burglary	20	21	5.00%
Burglary-Commercial	11	12	9.09%
Breaking & Entering-Commercial	0	0	0.00%
Burglary-Residential	7	9	28.57%
Breaking & Entering-Residential	2	0	-100.00%
Larceny	136	199	46.32%
Larceny-All	98	144	46.94%
Burglary-Auto	38	55	44.74%
Assault/Battery	106	111	4.72%
Assault/Battery (Simple)	58	56	-3.45%
Assault/Battery (Aggravated)	48	55	14.58%

	YTD - Year to Year Changes		
	2020	2021	Changes
Murder (Homicide)	1	6	500.00%
Robbery	26	14	-46.15%
Motor Vehicle Theft	117	136	16.24%
Arson	15	7	-53.33%
Rape	12	21	75.00%
Criminal Sexual Penetration (Adult)	9	12	33.33%
Criminal Sexual Penetration (Minor)	3	9	700.00%
Burglary	212	129	-39.15%
Burglary-Commercial	72	65	-9.72%
Breaking & Entering-Commercial	9	5	-28.57%
Burglary-Residential	107	52	-51.40%
Breaking & Entering-Residential	24	7	-70.83%
Larceny	845	809	-4.26%
Larceny-All	545	525	-3.67%
Burglary-Auto	300	284	-5.33%
Assault/Battery	394	480	21.83%
Assault/Battery (Simple)	288	256	-11.11%
Assault/Battery (Aggravated)	106	224	111.32%

RESPONSE TIMES - Monthly Changes			
Median Time - Call Start to Dispatch			
	April	May	Changes
Priority 1	0:17:09	0:17:39	2.92%
Priority 2	0:32:45	0:35:16	7.68%
Priority 3	0:31:07	0:34:26	10.66%

RESPONSE TIMES - Monthly Changes			
Median Time - Dispatch to Arrival			
	April	May	Changes
Priority 1	0:06:55	0:07:22	6.51%
Priority 2	0:07:58	0:08:20	4.60%
Priority 3	0:08:26	0:07:32	-10.67%

CALLS FOR SERVICE			
Monthly Changes			
	April	May	Changes
Dispatched	4016	5015	24.88%
Self Initiated	1597	1896	18.72%
Total	5613	6911	23.12%

2020	2021	Changes
1622	1602	-1.23%

**denotes an increase

Overall Total



City of Santa Fe, New Mexico

2511 Camino Entrada, P.O. Box 909, Santa Fe, N.M. 87504-0909

MUNICIPAL COURT


Virginia Vigil, Municipal Judge

Phone: (505) 955-5070

Fax: (505) 955-5159

Memo

To: Mayor and City Councilors
City Attorney Erin McSherry
City Manager Jarel LaPan Hill
Public Safety Committee Jessica Pfeifer

From: Virginia Vigil 
Municipal Court Judge

Date: 6/3/2021

Re: Municipal Court Monthly Report: May 2021

Enclosed please find the May 2021 monthly report.

We have also included the statistics for the last 6 months.

We have included the community service information as requested.

MUNICIPAL COURT MONTHLY STATISTICS REPORT FOR MAY 2021	MAY 2021	APRIL 2021	MARCH 2021	FEB 2021	JAN 2021	DEC 2020
1. NUMBER OF CASES FILED FOR MONTH	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
Traffic Violations	241	235	263	252	174	165
Traffic Citations (court appearance)	174	199	217	190	152	130
Penalty Assessments (court only collects money)	67	36	46	62	22	35
* Cell phone violation 12-6-12.18(6) (included in both court appearance & penalty assessments)	10	7	8	13	5	1
Criminal Cases	64	58	42	62	56	89
DUIs	17	8	5	9	14	9
Shoplifting	15	16	9	18	16	24
Petty Misdemeanors	22	28	21	25	23	49
Revoked	10	6	7	10	3	7
Code Enforcement	1	1	1	4	1	2
Animal Control	3	2	2	1	0	2
2. ARRAIGNMENTS						
(many arraignments result in pleas)						
Traffic Arraignments	102	96	105	90	76	82
Criminal arraignments	60	72	94	75	96	62
DUIs	11	9	7	12	12	9
Shoplifting	12	18	28	15	30	15
Petty Misdemeanors	27	36	44	37	46	29
Revoked	10	9	15	11	8	9
Animal	1	1	2	0	2	1
Code Enforcement	0	4	3	1	1	1
3. TRIALS	5	7	6	5	6	7
1) with attorney(s)	5	4	2	3	3	1
2) with police officers	0	3	4	2	3	6
1) Animal	0	0	0	0	0	0
2) Traffic	0	5	5	4	3	6
3) Misdemeanor/shoplifting	2	1	0	0	1	0
4) Code Enforcement	1	0	0	0	0	0
5) DUI	2	1	1	1	2	1
6) Revoked	0	0	0	0	0	0
4. BENCH WARRANTS ISSUED	184	172	202	118	211	127
5. HOMELESS COURT	0	0	0	0	0	0
6. COMMUNITY SERVICE – TOTAL	203	100	170	122	140	96
1) Community service hours – penalties	203	100	160	55	80	96
2) Community service hours – in lieu of fines	0	0	10	67	60	0

MUNICIPAL COURT FINES AND FEES DISTRIBUTION REPORT
May 2021

Animal Control	11001.451200	\$56.00
Court Fines	11001.450200	\$11,736.00
Parking	51150.450610	\$0.00
Traffic Violations	11001.450900	
	TOTAL FINES:	\$11,792.00

Automation Fee (AOC)	21202.432100	\$ 1,330.00
Bench Warrants (City)	21224.432150	\$ 770.00
Calming Fees (City)	31775.450850	\$ 3,070.00
Copies/Misc. (City)	11001.471400	\$ 1,350.00
Corrections Fees (City) - PD	21201.432300	\$ 79.98
Corrections Fees (City) - Muni. Court	21225.432300	\$ 2,300.71
Court Admin. Fee (City)	21225.432310	\$ 2,253.00
DWI Lab Fees (AOC)	21202.432200	\$ 825.00
Muni. Court DWI (Screening & Tracking Fee) (Old line item - 21228.432000)	11001.432000	\$ 2,712.00
Home Detention (City) (Old line item 21225.43213)	21201.432130	\$ 215.00
In House Automation (City)	21130.432100	\$ 439.00
Judicial Education Fees (JEC)	21202.431800	\$ 644.00
Police Safety Fees (City)	21224.432120	\$ 1,060.00
Prevention Fees (AOC)	21202.450400	\$ 819.00
Substance Abuse Fee (AOC)	21202.432350	
	TOTAL FEES:	\$ 17,867.69

City	AOC	JEC
\$56.00		
\$11,736.00		
\$0.00		
\$0.00		
	\$ 1,330.00	
\$ 770.00		
\$ 3,070.00		
\$ 1,350.00		
\$ 79.98		
\$ 2,300.71		
\$ 2,253.00		
\$ 825.00	\$ 825.00	
\$ 2,712.00		\$ -
\$ 215.00		
\$ 439.00		
\$ 644.00		\$ 644.00
\$ 1,060.00		
\$ 819.00	\$ 819.00	
\$ -	\$ -	
\$28,329.69	\$2,974.00	\$644.00

TOTAL FINES AND FEES: \$29,659.69
City: Money remains with the City of Santa Fe: \$28,329.69
AOC: Money is submitted to the State of NM, Admin. Office of the Courts: \$2,974.00
JEC: Money is submitted to the NM Judicial Education Center: \$644.00

MUNICIPAL COURT MONTHLY STATISTICS REPORT FOR APRIL 2021	APRIL 2021	MARCH 2021	FEB 2021	JAN 2021	DEC 2020	NOV 2020
1. NUMBER OF CASES FILED FOR MONTH	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
Traffic Violations	235	263	252	174	165	177
Traffic Citations (court appearance)	199	217	190	152	130	160
Penalty Assessments (court only collects money)	36	46	62	22	35	17
* Cell phone violation 12-6-12.18(6) (included in both court appearance & penalty assessments)	7	8	13	5	1	2
Criminal Cases	58	42	62	56	89	39
DUIs	8	5	9	14	9	11
Shoplifting	16	9	18	16	24	0
Petty Misdemeanors	28	21	25	23	49	22
Revoked	6	7	10	3	7	6
Code Enforcement	1	1	4	1	2	3
Animal Control	2	2	1	0	2	5
2. ARRAIGNMENTS (many arraignments result in pleas)						
Traffic Arraignments	96	105	90	76	82	123
Criminal arraignments	72	94	75	96	62	49
DUIs	9	7	12	12	9	14
Shoplifting	18	28	15	30	15	5
Petty Misdemeanors	36	44	37	46	29	24
Revoked	9	15	11	8	9	6
Animal	1	2	0	2	1	5
Code Enforcement	4	3	1	1	1	4
3. TRIALS	7	6	5	6	7	9
1) with attorney(s)	4	2	3	3	1	5
2) with police officers	3	4	2	3	6	4
1) Animal	0	0	0	0	0	0
2) Traffic	5	5	4	3	6	6
3) Misdemeanor/shoplifting	1	0	0	1	0	0
4) Code Enforcement	0	0	0	0	0	0
5) DUI	1	1	1	2	1	3
6) Revoked	0	0	0	0	0	0
4. BENCH WARRANTS ISSUED	172	202	118	211	127	65
5. HOMELESS COURT	0	0	0	0	0	0
6. COMMUNITY SERVICE – TOTAL	100	170	122	140	96	280
1) Community service hours – penalties	100	160	55	80	96	264
2) Community service hours – in lieu of fines	0	10	67	60	0	16

MUNICIPAL COURT FINES AND FEES DISTRIBUTION REPORT
April 2021

Animal Control	11001.451200	\$212.00
Court Fines	11001.450200	\$11,243.09
Parking	51150.450610	\$100.00
Traffic Violations	11001.450900	
	TOTAL FINES:	\$11,555.09

Automation Fee (AOC)	21202.432100	\$ 1,470.00
Bench Warrants (City)	21224.432150	\$ 3,312.00
Calming Fees (City)	31775.450850	\$ 1,791.00
Copies/Misc. (City)	11001.471400	\$ 8.25
Corrections Fees (City) - PD	21201.432300	\$ 4,798.64
Corrections Fees (City) - Muni. Court	21225.432300	\$ 2,399.36
Court Admin. Fee (City)	21225.432310	\$ 2,402.00
DWI Lab Fees (AOC)	21202.432200	\$ 1,088.50
Muni. Court DWI (Screening & Tracking Fee) (Old line item - 21228.432000)	11001.432000	\$ 3,003.00
Home Detention (City) (Old line item 21225.43213)	21201.432130	\$ 185.00
In House Automation (City)	21130.432100	\$ 487.00
Judicial Education Fees (JEC)	21202.431800	\$ 730.00
Police Safety Fees (City)	21224.432120	\$ 1,253.00
Prevention Fees (AOC)	21202.450400	\$ 666.00
Substance Abuse Fee (AOC)	21202.432350	
	TOTAL FEES:	\$ 23,593.75

City	AOC	JEC
\$212.00		
\$11,243.09		
\$100.00		
\$0.00		
	\$ 1,470.00	
\$ 3,312.00		
\$ 1,791.00		
\$ 8.25		
\$ 4,798.64		
\$ 2,399.36		
\$ 2,402.00		
\$ 1,088.50	\$ 1,088.50	
\$ 3,003.00		\$ -
\$ 185.00		
\$ 487.00		
\$ 730.00		\$ 730.00
\$ 1,253.00		
\$ 666.00	\$ 666.00	
\$ -	\$ -	
\$33,678.84	\$3,224.50	\$730.00

TOTAL FINES AND FEES: \$35,148.84
City: Money remains with the City of Santa Fe: \$33,678.84
AOC: Money is submitted to the State of NM, Admin. Office of the Courts: \$3,224.50
JEC: Money is submitted to the NM Judicial Education Center: \$730.00