



City of Santa Fe, New Mexico

Memorandum



DATE: November 22, 2023

TO: Governing Body

VIA: John Blair, City Manager
Emily Oster, Finance Department Director
Bernadette Salazar, Human Resources Director *Bernadette Salazar*
Kyra Ochoa, Community Health and Safety Director *Kyra Ochoa*
Paul Joye, Chief of Police *Paul Joye*

FROM: Ben Valdez, Deputy Chief of Police *B. Valdez, DC*

ITEM AND ISSUE:

Request for Approval of the Memorandum of Agreement between the City of Santa Fe and the Santa Fe Police Officers' Association for the disbursement of \$330,110.39 as a retention incentive, and for Approval for the disbursement of \$65,476.44, for eligible probationary and non-union sworn personnel as a retention incentive.

Funds in the amount of \$395,586.83 were allocated by the City of Santa Fe and the State of New Mexico for recruitment and retention stipends for law enforcement officers at Santa Fe Police Department. Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

BACKGROUND AND SUMMARY:

The City of Santa Fe submitted a request for a disbursement of funds from the Department of Finance and Administration (DFA). DFA was directed by House Bill 68 to establish a program to distribute funds for local law enforcement agencies to provide recruitment and retention stipends to law enforcement officers. The program established by DFA has established criteria for the use of funds and reporting of expenses. These funds are to be used with a priority on recruitment and retention of personnel to increase investigative capacity.

Personnel eligible to receive a distribution include:

- A. Persons who are not certified as a law enforcement officer upon employment by a law enforcement agency, provided they successfully obtain their certification as required pursuant to the Law Enforcement Training Act.
- B. A certified law enforcement officer upon employment with a law enforcement agency, provided they remain with the department for (3) months.
- C. A certified law enforcement officer currently employed by a law enforcement agency, provided they remain employed with the department for one additional year.

This appropriation is distributed over 3 years, for a total allocation of \$281,250.00 to Santa Fe Police Department. Year 1 was completed last fiscal year, with 100% of the allocation of \$112,500 disbursed for retention stipends. The intent of the Department for Year 1 was to issue a retention stipend to all certified law enforcement officers with Santa Fe Police Department who agree to remain with the agency for 1 additional year.

The current year for the allocation is Year 2. For Year 2 the Department will be able to utilize up to 50% up to \$112,500 for recruitment and retention. The City is required to provide at least a 50% match to utilize the entire \$112,500. The intent of the Department for Year 2 is to issue a retention stipend to all certified law enforcement officers with Santa Fe Police Department who agree to remain with the agency for 1 additional year.

This fiscal year the City of Santa Fe budgeted \$283,086.84 for the Santa Fe Police Department for the purpose of issuing a retention incentive, which fulfills the requirement to utilize the entire allocation issued by the DFA.

The allocation for the Santa Fe Police Officers Association for this incentive is \$330,110.39; comprised of \$236,231.08 approved and budgeted by the City of Santa Fe and \$93,879.30 of State Allocation 22-ZG1016-48 for Year 2.

The allocation for probationary and non-union sworn personnel for this incentive is \$65,476.44; comprised of \$46,855.75 approved and budgeted by the City of Santa Fe and \$18,620.69 of State Allocation 22-ZG1016-48 for Year 2.

ACTION REQUESTED:

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SANTA FE
AND THE SANTA FE POLICE OFFICERS' ASSOCIATION
REGARDING STATE ALLOCATION 22-ZG1016-48 RECRUITING AND RETENTION INCENTIVE
FOR YEAR 2**

This Memorandum of Understanding ("MOU"), City of Santa Fe ("City") and the Santa Fe Police Officers' Association ("Union") (The City and the Union are collectively referred to as the "Parties").

WHEREAS, the Union is the exclusive bargaining representative for the employees covered by this MOU;

WHEREAS, the parties agree that the City of Santa Fe values its employees and the takes appropriate measures to provide employee benefits that assist in the recruitment and retention of qualified employees;

WHEREAS, the City of Santa Fe submitted a request for a disbursement of funds from the Department of Finance and Administration (DFA). DFA was directed by House Bill 68 to establish a program to distribute funds for local law enforcement agencies to provide recruitment and retention stipends to law enforcement officers. The program established by DFA has established criteria for the use of funds and reporting of expenses. These funds are to be used with a priority on recruitment and retention of personnel to increase investigative capacity;

WHEREAS, House Bill 68 established personnel eligible to receive a distribution to include:

- A. Persons who are not certified as a law enforcement officer upon employment by a law enforcement agency, provided they successfully obtain their certification as required pursuant to the Law Enforcement Training Act.
- B. A certified law enforcement officer upon employment with a law enforcement agency, provided they remain with the department for (3) months.
- C. A certified law enforcement officer currently employed by a law enforcement agency, provided they remain employed with the department for one additional year;

WHEREAS, the City of Santa Fe was granted State Allocation 22-ZG1016-48, an appropriation distributed over 3 years, for a total allocation of \$281,250.00 to Santa Fe Police Department. For year 2, 50% of the allocation up to \$112,500 can be disbursed for recruitment and retention stipends. The City of Santa Fe will contribute funding for at least 50% of the retention stipend to satisfy the requirement by DFA. The intent of the Department for Year 2 is to issue a retention stipend to all certified law enforcement officers who are currently employed with the Santa Fe Police Department who agree to remain with the agency for one (1) additional year;

WHEREAS, the allocation for the Santa Fe Police Officers Association for this incentive is \$330,110.39; comprised of \$236,231.08 approved and budgeted by the City of Santa Fe and \$93,879.30 of State Allocation 22-ZG 1016-48 for Year 2.

WHEREAS, the parties agree that the Year 2 disbursement for Santa Fe Police Officers Association members will include certified sworn personnel holding the classification of Police Officer I, Police Officer II, Senior Police Officer, Detective and Police Sergeant. Employees with these classifications will be eligible to receive a retention incentive if the employee remains with the Santa Fe Police Department for one (1) year following receipt of their incentive;

NOW, THEREFORE, the parties agree to the following:

TERM OF MOU. This MOU shall remain in full force and effective until June 30, 2024.

EFFECTIVE DATE. The parties agree that, so long both parties sign this MOU, the “effective date” is the date that the last party signs this MOU.

TERMS.

1. In order to receive the incentive, sworn personnel must first agree to remain employed with the City until at least one (1) year from the date the disbursement is issued to the employee, pursuant to written agreements between each employee and the City of Santa Fe.
2. If an employee who received all or part of the retention incentive leaves prior to completing the required one (1) year of service, the agreement will require the employee to pay the City back the amount he or she received as a retention incentive.
3. If payment is not received before the separation date, the agreement will allow the City to collect the full amount of the retention incentive. The City will have the right to collect including through deducting the employee’s remaining annual leave, compensatory leave, and/or personal leave from the employee’s last pay check to pay back the City.
4. Three hundred thirty thousand one hundred ten dollars and thirty-nine cents (\$330,110.39) less applicable employer taxes and overtime costs, will be divided equally between eligible sworn personnel as the retention incentive, with \$10,000.00 per employee as the maximum possible retention incentive.

The following Santa Fe Police Department personnel are eligible to receive the Year 1 retention incentive:

- A. 100 certified police officers/detectives currently employed by the Santa Fe Police Department who have completed their probationary prior to December 8, 2023.
- B. 21 certified police sergeants currently employed by the Santa Fe Police Department.

NO FURTHER AGREEMENT. This MOU incorporates all the agreements and understandings between the parties hereto concerning the recruitment and retention incentive provided by State Allocation 22-ZG1016-48 for Year 2. This MOU expresses the entire MOU and understanding between the parties. No prior agreement or understanding, verbal or otherwise, of the parties or their representatives shall be valid or enforceable unless embodied in this MOU regarding the recruitment and retention incentive. This MOU does not set a precedence that previous practices will result in an MOU.


IN WITNESS WHEREOF, the parties have agreed to the foregoing as of the date of last signature below.

CITY OF SANTA FE



ALAN WEBBER, MAYOR

ATTESTS:



Geraldyn Cardenas (Dec 5, 2023 08:49 MST)

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 11/29/2023 *XIV*

CITY ATTORNEY'S OFFICE:



Christopher W. Ryan (Nov 22, 2023 10:51 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

SFPOA REPRESENTATIVE:



John Blair (Dec 4, 2023 22:28 MST)
JOHN BLAIR, CITY MANAGER

Jessica Sanchez (Nov 22, 2023 10:48 MST)
JESSICA SANCHEZ, SFPOA PRESIDENT

Emily K. Oster (Dec 4, 2023 21:52 MST)
EMILY OSTER, FINANCE DIRECTOR

BERNADETTE SALAZAR, HUMAN RESOURCES DIRECTOR












23-0668 Santa Fe Police Officer's Association

Final Audit Report


2023-12-05


Created:	2023-12-04
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
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 Agreement completed.
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