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Katherine Miller
County Manager

Date: *January 13, 2016*

To: *Board of County Commissioners*

From: *Bill Taylor, Procurement Manager*

Via: *Katherine Miller, County Manager*
Jeffery Trujillo, ASD Director
Michael Kelley, Public Works Director

ITEM AND ISSUE: BCC Meeting January 26, 2016

APPROVAL OF PROFESSIONAL SERVICES AGREEMENT NO. 2015-0333-GM/PL BETWEEN SANTA FE COUNTY AND CDM SMITH, INC. FOR PLANNING AND DEVELOPMENT OF AN INFRASTRUCTURE BUILD-OUT STUDY COUNTY WIDE IN THE AMOUNT OF \$249,922.00, EXCLUDING NMGRS AND GRANTING SIGNATURE AUTHORITY TO THE COUNTY MANAGER TO EXECUTE THE PURCHASE ORDER. (*Purchasing Division, Bill Taylor*)

SUMMARY:

In May 2015, the Purchasing Division, together with Public Work Department issued RFP No. 2015-0333-GM/PL for Planning and Development of an Infrastructure Build-out Study for Santa Fe County. The Purchasing received four (4) Proposals to the RFP from the following Consultant Firms:

CDM Smith	Albuquerque, NM
HDR	Albuquerque, NM
Souder Miller/Assoc.	Albuquerque, NM
OCCAM/EC	Alb/Roswell/Santa Fe, NM

CDM Smith was selected as the most qualified and responsive Firm to the RFP. Negotiations were extended pending the completion and approval of the County Sustainable Land Development Code (SLDC).

The attached proposed contract between Santa Fe County and CDM Smith will provide the County with professional services to develop an infrastructure "Build-Out" study of future infrastructure needs that will meet the requirements under the County's Sustainable Land Development Code (SLDC). Additionally, the contract will provide master plan services for the County Utilities Water and Wastewater systems and assist in the development of an updated rate structure for the utility.

BACKGROUND:

On December 8, 2015, the Board of County Commissioners (BCC) approved the 2015 Sustainable Land Development Code (SLDC). The new code requires the examination of current and future infrastructure needs based on the established levels of service as part of the development of a County Capital Improvements Plan (CIP). In order to meet the new code requirements, the County Utilities Division is in need of Master Planning services for both the Water and Wastewater systems and to use this planning information to update the utilities rate structures.

As the infrastructure planning study needs and utility planning needs are related, staff with the Planning Division and the Utility Division has collaborated to create a scope of work which will combine the needs of these divisions through one contract vehicle. Specifically, the contract will address the following items:

- **Infrastructure Build-out Plan** will determine where infrastructure (roads, utilities, emergency response services and parks and open space) will be needed within Sustainable Development Area 1 (SDA-1) within the El Centro area as defined in the SLDC and determine a timeframe or indicator when that infrastructure will be needed.
- **Water Utility Master Plan** identifies the SFCU water utility supply, distribution, transmission, treatment and storage needs to assure that water service in SDA-1 meets the County's SLDC and national water utility standards. Demands outside of SDA-1 will be considered also.
- **Wastewater Utility Master Plan** identifies SFCU wastewater utility collection, transmission, treatment, effluent disposal/reuse and solids handling needs to assure that wastewater service in the Wastewater Service Area meets the County's SLDC and federal wastewater utility standards. This task will provide information necessary for decision makers to determine the long-term course to be taken regarding the Quill WWTF.
- **Quill Wastewater Treatment Plant Preliminary Engineering Report** prepares a Preliminary Engineering Report (PER) to upgrade the Quill WWTP. The objectives will be determined as a result of the Wastewater Utility Master Plan and decisions made by the governing body.
- **Water and Wastewater Utility Cost of Service Study and Rate Analysis** uses the information gathered in Tasks 1 through 4, in addition to current SFCU operating costs, to identify the necessary water and wastewater rates, impact fees, and/or utility expansion charges to provide water and wastewater services in the designated service areas.

ACTION REQUESTED:

Approval of the Professional Services Agreement between Santa Fe County and CDM Smith, Inc. for Planning and Development of an Infrastructure Build-Out Study for Santa Fe County in the amount of \$249,922.00, excluding NM GRT and granting the County Manager signature authority to sign and execute the purchase order.

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND CDM SMITH
FOR THE DEVELOPMENT OF AN INFRASTRUCTURE "BUILD-OUT" STUDY**

THIS AGREEMENT is made and entered into this _____ day of _____ 2016, by and between **Santa Fe County**, hereinafter referred to as the "County" and **CDM Smith**, whose principal place of business is located at 6000 Uptown Boulevard, N.E., Suite 200, Albuquerque, New Mexico 87110, hereinafter referred to as the "Contractor".

WHEREAS, the County requires professional services for the development and completion of a multi-year infrastructure development plan based on the assessment of current and future needs within the 'El Centro' region of the County as well as a water and wastewater master plan, cost of service study and rate analysis; and

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. 2015-0333-GM/PL, for the provision of these services; and

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purposes of selecting the most qualified offeror, the County has determined the Contractor as the most responsive and highly rated offeror; and

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, it is agreed between the parties:

1. GENERAL SCOPE OF WORK

During the initial term of this this Agreement, Contractor will perform Tasks 1 through 3. The Tasks involve different parts of the County. Attachment 1 is a map that depicts the areas applicable to and referenced in the specifications for each Task described in this Scope of Work.

Task 1: Infrastructure Build-out Plan. Contractor will determine where infrastructure (roads, utilities, emergency response services and parks and open space) will be needed within Sustainable Development Area 1 (SDA-1) within the El Centro area as defined in the Santa Fe County Sustainable Land Development Code (SLDC) and determine a timeframe or indicator when that infrastructure will be needed.

Task 2: Water Utility Master Plan. Contractor will complete this plan that identifies the water utility supply for Santa Fe County, and the distribution, transmission, treatment and storage needs to assure that water service in SDA-1 meets the SLDC and national water utility standards. Contractor will also consider demands outside of SDA-1.

Task 3: Wastewater Utility Master Plan. Contractor will complete this plan that identifies the County's wastewater utility collection, transmission, treatment, effluent disposal/reuse and solids handling needs to assure that wastewater service in the County's wastewater service area meets the SLDC and federal wastewater utility standards. This Task will provide information necessary for the County to determine the long-term course to be taken regarding the Quill Wastewater Treatment Facility (Quill WWTF) in Santa Fe County.

Task 4: Quill Wastewater Treatment Plant Preliminary Engineering Report. Contractor will prepare a Preliminary Engineering Report (PER) to upgrade the Quill WWTF.

Task 5: Water and Wastewater Utility Cost of Service Study and Rate Analysis. Contractor will complete an analysis using the information and data collected for Tasks 1 through 4 in addition to current operating costs of the County Utilities Division to identify the necessary water and wastewater rates, impact fees, and/or utility expansion charges to provide water and wastewater services in designated service areas.

A. Deliverables

The Deliverables are specified for each Task description. Final reports will be delivered in hardcopies as well as electronic format in accessible files. Drafts of the deliverables will be submitted to the County for review. The Contractor will consider and address comments from the County for inclusion into final reports.

B. Compensation

Attachment 3 to this Agreement describes the Contractor's fees for completion of Tasks 1, 2 and 3 in Year 1 and estimates for Tasks 4 and 5 in Year 2. The Tasks in Year 2 will depend on the completion of Tasks completed in Year 1. The Contractor's compensation is on a lump sum basis. With each invoice the Contractor will submit a status report that itemizes activities completed during the billing period.

C. Data, information and records to be provided by County.

The County will provide or make available to the Contractor the following information, records and documents to inform the Contractor's study:

1. Santa Fe County Sustainable Land Development Code.
2. Identification of the required Levels of Service for the specific disciplines, as per County Ordinance # 2013-6
3. Santa Fe County Zoning Map.
4. Santa Fe County Population projections for future growth.
5. A description of the project area relevant for this scope (generally SDA-1 and areas where either water and wastewater services are currently available or planned to be available).
6. Information on all existing water, wastewater utility infrastructure, roads, and Open space in Santa Fe County.
7. Information on all approved development within SDA-1.
8. Information on all planned infrastructure within SDA-1.
9. Information on annual utility usage by route within the County.
10. List of potential Santa Fe County Utility wholesale and retail water customers.

11. List of areas/subdivisions with grouped wastewater treatment that have requested that the County assume their wastewater operations.
12. The Metropolitan Planning Organization (MPO) transportation model.
13. County GIS data and mapping information. The Contractor will review the data and determine data gaps and needs. Contractor will contact the County to request this additional information.
14. Standards for County roads.
15. County design guidelines and infrastructure standards.
16. The 2008 City-County Annexation Agreement.
17. The 2013 City County Annexation Agreement Amendment.
18. The County Water Resources Department Water Line Extension and Water Service Policy.
19. County Service Policies for Water Customers of the Santa Fe County Water Utilities.
20. County Utilities Water Service Rate and Fee Schedule.
21. Ordinance Establishing Provisions for Extension of Sewer Service; Adopting Operating and Management Procedures; Setting Rates; and Establishing Design Standards for the Santa Fe County Wastewater Utility.
22. Santa Fe County 40-year Water Plan.
23. Other relevant County policies and ordinances.
24. 2005 City-County Water Resources Agreement.
25. Documents associated with Santa Fe Basin Climate Change Study (e.g. long range water supply plan).
26. 2008 City of Santa Fe Water Utility Transmission and Storage Master Plan.
27. City of Santa Fe Wastewater capacity/ expansion plans.
28. County Water Availability Analysis.
29. County Water Rights Analysis.
30. County O&M costs and revenues.
31. County regulatory compliance data.
32. County current and future capital projects with cost estimates.
33. Other relevant County data as may be requested by the Contractor.

I.A. SPECIFICATIONS FOR EACH TASK.

TASK 1- INFRASTRUCTURE BUILD-OUT PLAN

A. Background.

The SLDC outlines levels of services for providing or improving infrastructure such as roads, utilities, emergency response services and parks and open space. The SLDC will direct provision of new infrastructure for roads and utilities (water and wastewater) within the SDA-1 which generally encompasses the urban parts of the County nearest to the City of Santa Fe. The SLDC also identifies need for infrastructure for emergency response services, parks, open space and trails. The SLDC allows the County to evaluate and potentially create impact fees according to the New Mexico Development Fees Act (Section 5-8-1, NMSA 1978). As part of the planning process for infrastructure needs under the Act, the County is required to compile a Capital Improvements Plan (CIP) which identifies capital improvements or facility expansion for which impact fees may be assessed. The County needs a comprehensive study to identify any and all infrastructure needs for the provision of roads and utilities within SDA-1 and the SFCU service area where infrastructure

services are currently provided or are anticipated to be required. The County also needs a study that will identify infrastructure needs for the emergency response services and parks, open space and trails with recommendations pertaining to the Capital Improvements Study Area shown in Attachment 1.

B. Basic Services.

Task 1 includes engineering design and related services and includes:

- 1) The development of a network of infrastructure that lays out in a cohesive and comprehensive manner the location of infrastructure for Capital Improvements Study Area depicted in Attachment 1.
- 2) The development of the study needs to identify all reasonably anticipated infrastructure needs for the County under the implementation of the SLDC for roads, water and wastewater utilities, emergency response services, and parks, open space and trails in the Capital Improvements Study Area.
- 3) A proposed phasing of the layout and infrastructure needs identified in 1) and 2) above, with each phase prioritizing roads and utilities and secondly infrastructure needs for the emergency response services and parks, open space and trails.

C. Objective of Task 1.

Using the provided County population projections, identify the expected demand and infrastructure for the Capital Improvements Study Area, using current development, planned development, and maximum allowable future development under the SLDC. Identify the projected population for all sub-sectors within the Capital Improvements Study Area.

D. Deliverables.

A comprehensive written Infrastructure Build-out Plan for full build-out of the Capital Improvements Study Area.

- 1) The plan will provide separate analysis for roads, utilities, emergency response services and parks, open space and trails - one for the baseline scenario and one for the 20-year build out.
- 2) The plan will include phases for infrastructure improvements. The plan will identify anticipated sequential implementation of projects based on criteria agreed upon with the County. Infrastructure improvement recommendations will be provided in 3 phases: baseline (short term); interim (approx. 10 year/50% build-out); and build-out (20 year).
- 3) The plan will include maps showing locations and alignments of proposed improvements for each infrastructure class at scale to depict all projects with maps as needed for individual or sub regional context. This will be provided in GIS as well as paper copies.
- 4) The plan will include a list of all capital projects required for each infrastructure type required to for full-build out. They will be presented by phase. The first phase will include the top five capital projects with detailed estimated project construction and O&M costs (to include costs for project study, design, environmental/cultural clearances, land acquisition, construction, annual utility costs, annual staffing needs and costs). The subsequent phases and recommended projects will include an estimate of associated costs.

- 5) One meeting to review the draft plan will be held. The final draft of the plan will incorporate comments from the meeting and from the Board of County Commissioners of Santa Fe County (BCC).

E. Assumptions.

- a) A draft plan associated for Task 1 will be completed and then shared with the BCC for concurrence. Task 1 Plan will then be finalized in conjunction with the finalization of Task 2 and 3.
- b) Two scenarios will be analyzed in the plan:
 1. The baseline scenario - which includes all current development and all approved/planned development combined.
 2. The maximum allowable future development scenario -which is assumed to be the 20-year build out for SDA-1 under the singular population growth rate agreed upon by the County.
- c) All infrastructure needs will be limited to the Capital Improvements Study Area.
 1. The plan will include a list of capital improvement projects required for each infrastructure type.
 2. The list of capital improvement projects will be drawn from the results of Tasks 1, 2 and 3.
- d) Final documents for Task 1, 2, and 3 will be presented to the BCC all at the same time for approval.
- e) As part of Task 1, one public meeting will be held to discuss and receive comments on Tasks 1, 2 and 3.

TASK 2. WATER UTILITY WASTE PLAN.

A. Background.

The County's service area has expanded most recently as a result of the transfer of water and wastewater customer from the City per the 2008 and 2013 Annexation Agreements. In addition, on December 10, 2013, the BCC approved the SLDC that specifies levels of services and prioritizes water and wastewater services for SDA-1. The County serves approximately 3,500 metered customers around the exterior boundaries of the City. Annual system potable water consumption is approximately 800 AF. The County has two, year-round sources of potable water supply:

- 1) 1,700 AF from the Buckman Direct Diversion (BDD) facility;
- 2) 500 AF of wholesale water delivered by the City according to the terms defined in the 2005 Water Resources Agreement.

Under the 2005 Water Resources Agreement, the County has 850 AF per year under drought and emergency circumstances, for example when the BDD cannot deliver water. Furthermore, the Pojoaque Basin Region Water System (PBRWS) project is currently being developed and may be a potential source of water. The City completed a Water Utility Transmission and Storage Plan in 2008. In order to generate compatibility and options for future regional cooperation, efforts under Task 2 need to incorporate the analysis and recommendations of the City's Plan.

B. Basic Services.

Task 2 includes engineering design and related services, to include:

- 1) Water utility demands in the Demand Study Area depicted on Attachment 1, by phase and as determined in Task 1.
- 2) An update of the City's existing hydraulic model to include the County's current, baseline and maximum build out infrastructure compiling with established industry and engineering practices for water system modeling criteria, including American Water Works Association (AWWA) guidelines. The update shall identify any pertinent practices and guidelines that deviate from those included in the City's 2008 hydraulic model. This process will be coordinated with the City's model updates in such a way as to optimize costs and prevent two parallel, competing models.
- 3) A County Master Plan that uses the updated hydraulic model as the basis for addressing existing system deficiencies and to accommodate expansion in the Capital Improvements Study Area (e.g. identifying where, when, and what type of water infrastructure will be made available) for the current, planned and maximum allowable timeframe.
- 4) A capital improvement plan using the information collected for Task 1 and this Task. Following development of demands, two capital improvement solutions will be developed for build-out conditions in the Capital Improvement Study area. The alternatives will consider alternative pipeline routings, facility locations, pressure zone configurations, and potential demands outside SDA-1. The two alternatives are:
 - i. Interconnectivity with the City water system and the Capital Improvements Study Area will be identified. Potential supply locations to serve each corridor within the demand study area will also be identified.
 - ii. Minimal reliance on City water infrastructure utilizing the BDD and PBRWS supply sources. Potential supply locations will be identified.
- 5) Onsite training and training material on the use of the hydraulic model. County will provide Water GEMS licenses if needed. Two days of training will be provided at the County.

C. Objectives of Task 2.

- 1) Refine Task 1 demand to include annual, peak day, peak month and instantaneous water system needs.
- 2) Identify demand by sectors (residential, commercial, government, institutional, wholesale, raw, bulk water stations).
- 3) Identify demand by area in the Demand Study Area.
- 4) The Master Plan will consider existing and planned potable water infrastructure from SFCU, existing BDD and City infrastructure, and recommendation made in the City's 2008 Transmission and Storage Master Plan.
- 5) The Master Plan will incorporate the planning efforts in Task 1 to develop a plan for SFCU to provide reliable and safe water supply for consumptive, fire, operating, and emergency demands in all zones under various supply source and demand scenarios. Demands will include all current and planned wholesale and retail customers and consider the demand of potential wholesale and retail customers.

- 6) The Master Plan will conceptualize and evaluate the costs and benefits of distribution, transmission, and storage facilities in the SFCU system in order to meet water demands primarily using off-peak electric rates.
- 7) The Master Plan will conceptualize and evaluate the costs and benefits of distribution, transmission, and storage improvements that will consolidate pressure regulating stations or will eliminate reduced pressure zones.
- 8) The Water Utility Master Plan will recommend criteria for system design, configuration, utilization, and operation.
- 9) The Water Utility Master Plan will recommend projects and phasing for system optimization including operation, flexibility, reliability, and O&M.
- 10) The Water Utility Master Plan will contain recommendations regarding whether the City-County water utilities should be combined into one regional system.
- 11) Work shall be coordinated with the County and include input from the City of Santa Fe Water Division.

D. Deliverables.

Draft Potable Water Utility Master Plan that includes:

- 1) Updated County GIS shape files and map of current, planned, and potential infrastructure.
- 2) Refined, draft County water system design criteria, construction standards, and inspection procedures.
- 3) Project Area water supply maximum demand by phase.
- 4) Expanded and calibrated hydraulic model (based on 2008 City developed model), including County existing, planned, and maximum 20 year build-out and demand.
- 5) An integrated County Water Utility Master Plan identifying how the County can provide for consumptive, fire, operating, and emergency demands in all zones under various demand scenarios.
- 6) A phased capital improvements program with specific projects identified and prioritized with cost, schedule, and/or implementation criteria.
- 7) A staffing plan with costs for each phased service expansion.
- 8) An asset inventory, management, and operation/maintenance plan.
- 9) Recommendations on policies, ordinances, water allocation criteria, service areas, water rights acquisition, conservation, water budgets, cost/benefit analysis of future expansion areas.
- 10) One submittal and one meeting with the County to review the draft.
- 11) Two meetings with stakeholders.
- 12) A Final Potable Water Utility Master Plan that incorporates the comments from the review meeting.

E. Assumptions.

This analysis is focused solely on potable water. It is not intended to include raw or treated effluent delivery requirements.

1. Water Master Plan Area.

- a. The Project Area consists of two areas depicted on Attachment 1 with differing efforts directed at each area:
 - i. The *Demand Study Area* shall consist of portions of SDA-2 within proximity to the City and County existing systems and SDA-1. Water demands will be based on population projections and will be developed for the Demand Study Area, and will be summarized by up to six areas or corridors. Population projections to be provided by the County.
 - ii. The *Capital Improvements Study Area* shall consist of SDA-1 in the El Centro area. Capital improvements shall be developed only for SDA-1, but will include consideration of supply points to areas outside SDA-1.
2. Updating the Water Distribution System Model.
 - a. Model pipelines will be updated based on the information contained in the most current GIS. Contractor will review the data and determine data gaps and needs.
 - b. County will provide pump curve information to consultant for all pumps in the system. Contractor will verify the accuracy of the existing pump information and update as necessary.
 - c. County will provide control settings for all PRV's and other control valves. Contractor will verify the accuracy of the existing PRV and control valve data and update the model as necessary.
 - d. Updated demand allocation will be current average annual day based on metered sales. We will use the existing billing records to spatially allocate the existing average day demand to the model junctions.
 - e. County will provide database or spreadsheet with metered use by each individual customer for the preceding two years, for each route cycle (monthly, bi-monthly).
3. Calibrating the Water Distribution System Model.
 - a. Contractor will calibrate the updated model using extended period simulation (EPS) that simulates actual system operation over a 24-hour period.
 - b. Calibration may be a concern where there is interaction with City operations; model development and calibration will be coordinated with City model.
 - c. Calibration will consist of the following with a discussion of any deviations
 - i. Compare tank fluctuations – model vs. typical reported ranges.
 - ii. Compare pressures – model vs. typical reported ranges.
 - iii. Compare flows – model vs. typical reported ranges.
4. Water Demands and Water Demand Projections.
 - a. Water demands and demand projections will be developed for the following phases:
 - i. Existing,
 - ii. Planned approved development, and
 - iii. Build-out Development in SDA-1 (maximum development) plus up to six corridors within the Demand Study area. Extent of current water systems will also be identified.
 - b. Population and land use projections for each phase and for each area will be developed in Task 1 based on population projections provided by the County.
 - c. Annual Average Day demand projection developed as part of this Task will be used in Task 1. Additional detail will be provided as part of this Task 2.

- d. County will provide AAD usage for the entire system for the previous four years, with associated number of customers served.
- e. County will provide available data. Data may not be sufficient to calculate maximum day demands for the County system. If the data is insufficient the County will propose assumptions to use.
- f. The increase in demands for the future phasing scenarios will be calculated based on the unit demands by sector (user class). Increases in unit demands by sector will be projected based on unit rates by sector information provided by County.
- g. Contractor will estimate water demands (annual average, peak day, and peak month) by volume for each sector and geographic area identified in Attachment 1.
- h. Contractor will develop a typical 24-hour diurnal for the entire system that will be used for EPS analysis.

5. Design Criteria.

- a. System configuration will address reliability and redundancy.
- b. Utilization will address reservoir turnover and potential water quality issues.
- c. Operation will address pressure variations, high and low pressures, and PRV setting.

6. Identification of Required Improvements.

- a. Existing system deficiencies will be evaluated and documented based on review of the 24-hour EPS calibration simulation for existing maximum day conditions.
- b. Following development of demands, two capital improvement solutions will be developed for build-out conditions in the Capital Improvement Study area depicted on Attachment 1. The alternatives will consider alternative pipeline routings, facility locations, pressure zone configurations, and potential demands outside SDA-1. The two alternatives are generally described as follows:
 - i. Interconnectivity with the City water system and the Capital Improvements Study Area will be identified. Potential supply locations to serve each corridor within the demand study area will also be identified.
 - ii. Minimal reliance on City water infrastructure utilizing the BDD and PBRWS supply sources. Potential supply locations will be identified.
- c. 24-hour EPS analysis under build-out maximum day conditions will be conducted and reviewed with County for each of the two alternatives.
- d. Cost-of-service and capital needs will be identified for each of the two alternatives noted above. Detailed estimates will be provided for five capital improvement projects for the selected alternative. A general cost will be provided for the remainder of the improvements.
- e. Off-peak pumping will be evaluated considering storage volume, pump capacities, and water quality. No specific hydraulic analyses will be conducted to evaluate off-peak pumping.
- f. Identification of short term planned improvements will be based on location and comparison to build-out recommendations.

7. Preparation of Master Plan.

- a. An "over the shoulder" review will be conducted with County following submittal of draft chapters on model updates and calibration, and on design water demands. The chapter on water demands will summarize available water rights and compare to needs for existing and build-out conditions.

- b. An “over the shoulder” review will be conducted with County following submittal of draft chapters on the modeling analyses and findings.
- c. Submittal of a complete draft report for County review will include draft recommendations.
- d. The Master Plan report will contain a general discussion of staffing requirements for build-out and short term, including industry standards for operators needed per customers or linear infrastructure.
- e. The Master Plan report will contain a general discussion of the requirements recommendations related to developing an asset management plan and related to ongoing operations and maintenance.
- f. The Master Plan report will contain a general discussion relevant policies, ordinances, water rights acquisition, conservation, and water budgets.
- g. The Master Plan report will present a high level cost estimate for each of the two build-out alternatives, and will discuss the benefits of each of the alternatives.
- h. Shapefiles of current, planned, and build-out infrastructure will be extracted from the model and provided to County at project completion
- i. A single Master Plan report will be provided.

TASK 3. WASTEWATER UTILITY MASTER PLAN

A. Background.

The County is responsible for treating approximately 66 million gallons of wastewater annually from 70 customers, including two correctional facilities. In addition, as a result of recent wastewater customer transfers the County bills and provides initial wastewater collection for approximately 580 customers, whose wastewater is delivered to City collection systems and treated at the City’s Wastewater Treatment Plant (WWTP). According to the SLDC, the County is responsible for developing wastewater services to SDA-1.

B. Basic Services.

Contractor will prepare a Wastewater Utility Master Plan (the Plan) for the County. The Plan will focus on wastewater treatment and collection facilities for SDA-1 and the County’s service area. The Plan will define wastewater treatment service areas and calculate future wastewater flows in SDA-1 based on full build-out of the service area. The Plan will also define wastewater collection system improvements for SDA-1 based on the 20-year build out of the area. Wastewater flows generated from the area of SDA-1 located south of I-25 will be directed to the Quill WWTF while wastewater flows from areas of SDA-1 located west of NM 599 will be directed to a new wastewater treatment facility, the City of Santa Fe WWTP, or an upgraded existing treatment facility such as Las Campanas. The Plan will also identify target areas for treated effluent reuse and will contain a phasing plan for implementation of new wastewater treatment and collection facilities.

The Plan will contain and be organized as follows:

- 1) Executive Summary: Purpose of the Plan and current system conditions, proposed capital improvement plan summaries.

- 2) Planning and Service Areas. Calculate existing and future wastewater flows for the areas of SDA-1 based on a 20-year build out period.
- 3) Existing Treatment and Collection Facilities. Provide an overview of the existing wastewater treatment and collection system.
- 4) Treatment and Collection System Evaluation. Evaluation of locations of future treatment facilities west of 599, including connection to the existing City of Santa Fe WWTP and expansion of existing wastewater treatment plants such as Las Campanas. The Quill WWTP will be upgraded to serve future growth located south of I-25. The evaluation will also include recommended treatment processes for new facilities. The collection system will identify upgrades of the existing collection system to convey future wastewater flows. The evaluation will also identify collection system the necessary infrastructure to expand the collection system into future development areas in SDA-1.
- 5) Recommended Project(s). This section will include recommended locations of new treatment facilities; reuse options including a planning level estimate of the construction and operations and maintenance costs of the recommended projects. This section will also contain guidelines for phased implementation of projects, staffing plans for new treatment facilities, and a general discussion of requirements related to developing an asset management plan for wastewater facilities.

C. Specific Objectives of Task 3.

- 1) Determine the overall 20 year wastewater utility demand in SDA-1.
- 2) Include all current and approved wholesale and retail customers, and by phases as determined in Task 1.
- 3) Calculate average daily flow rates estimated on domestic wastewater production rates typical of the area and industry standard averages for industrial and commercial users.
- 4) Identify the appropriate phasing to provide wastewater service to the areas in SDA-1 on population projections and service needs and the current treatment capacity of existing facilities and the requirements for future treatment plant expansion and collection system improvements.
- 5) Recommend location(s) of expanded or new wastewater treatment facilities west of 599.
- 6) Recommend treatment processes for new wastewater treatment facilities that incorporate current federal and state regulations as well as reasonably anticipated future regulations.
- 7) The Plan will contain a general discussion of staffing requirements for the recommended treatment plant, including industry standards for operators.
- 8) The collection system evaluation will develop recommended criteria for design of the collection system; and identify new connections to future service areas (approximate interceptor alignments, pump stations with force main alignments).
- 9) Prepare construction cost estimates for recommended projects. Cost estimates will include project construction and O&M and will include costs for project study, design, environmental/cultural clearances, land acquisition, annual utility costs, annual staffing needs and costs.

- 10) The Plan will contain a general discussion of the requirements recommendations related to developing an asset management plan and related to ongoing operations and maintenance.

D. Deliverables.

- 1) Draft Wastewater Utility Master Plan
- 2) Final Wastewater Utility Master Plan

E. Assumptions.

1. County will continue to operate the Quill WWTF and renew the 24 year lease with the State of New Mexico. The Quill WWTF will be upgraded to provide wastewater treatment for areas south of I-25.
2. This Task does not include a Preliminary Engineering Report (PER) for the Quill WWTF (the Quill WWTF PER is addressed as Task 4).
3. Modeling of the existing wastewater system is not included.
4. Recommendations on wastewater policies are not included.
5. An asset inventory, management and operation/maintenance plan is not included.
6. Staffing plans for future facilities will be included in the Plan.
7. One full day site visit/inspection of County existing treatment facilities will be required.
8. County will provide all available record drawings of treatment facilities and collection system facilities.
9. County will provide wastewater characteristics (BOD, TSS, TKN, fecal coliform) data for influent, treated effluent, and solids handling for all existing treatment plants.
10. County will provide copies of permits, compliance reports, and all available data related to the existing treatment plants.
11. County will make available all existing GIS files of infrastructure, land zoning, and property boundaries for the service area.
12. County will provide all historical flow readings for treatment plant outfalls for the last 3 years.
13. Surveying of the existing collection system will not be completed to determine ground and pipe invert elevations. Ground elevations may be determined using readily available digital elevation maps (DEMs) from the USGS, but all other information on the existing collection system will be provided by County. Reasonable assumptions will be made where information is not available.
14. Costs for studies, environmental, land acquisition, administrative, and legal costs will be based on a percentage of the estimated construction cost of each project.
15. The County will have 30 days to review the draft Wastewater Utility Master Plan.
16. One ½-day workshop at County's offices to discuss the draft Wastewater Utility Master Plan.
17. Contractor will attend three progress meetings with the County.
18. Additional communications will be conducted by conference call.
19. Two meetings with stakeholders will be held.

TASK 4: QUILL WASTEWATER TREATMENT FACILITY PRELIMINARY ENGINEERING REPORT

A. Background.

In 2012 SFCU entered into a 24 year lease for the Quill WWTF from the State of New Mexico. The Quill WWTF serves 500 customers including two correctional facilities. The Quill WWTF is a 25-year old, aerated-lagoon facility that receives a flow of approximately 0.2 mgd. The plant is in poor condition and is in need of replacement or conversion to an alternate method of managing wastewater, such as conveyance to the City. The current condition of the Quill WWTF necessitates implementation of an alternative in the near future.

B. Basic Services.

This Task includes the preparation of a PER that meets USDA-Rural Development Guidelines Bulletin 1780-2 to evaluate and recommend an alternative for replacement of the Quill WWTF or an alternative approach.

C. Specific Objectives for Task 4.

1. Design capacity of the report will be evaluated based on current flow data and flow projections developed for Task 3.
2. The PER will begin with a general introduction and project overview that discusses the scope and purpose of the document.
3. The following elements will be evaluated in the PER:
 - a) Treatment process components that will be evaluated: headworks; secondary treatment processes; disinfection; tertiary treatment; solids handling.
 - b) Treatment process evaluation will include: description of technology; design criteria; schematic layout of the process; environmental impacts; land requirements; construction issues; construction cost estimates; estimated operations and maintenance costs; present worth analysis based on federal discount rates; advantages/disadvantages.
 - c) Effluent disposal/reuse options to be evaluated include: discharge locations and permitting considerations; effluent quality goals; potential reuse locations, including the nearby Downs at Santa Fe and a reclaimed wastewater bulk dispensing facility.
 - d) Wastewater lift station/forcemain system evaluation in consideration of existing infrastructure, including: description of technology; design criteria; schematic layout of the pumping and forcemain facilities; environmental impacts; land requirements; easements and rights of way access for construction and operation.
 - e) Construction issues and construction cost estimates.
 - f) Estimated operations and maintenance costs.
 - g) Present worth analysis based on federal discount rates.
 - h) Advantages and disadvantages.

D. Deliverables.

- 1) A Draft PER for the Quill WWTF, replacement or alternative

- 2) Responses to the County comments on the draft PER
- 3) A final PER for the Quill WWTF.

E. Assumptions.

1. County will provide record drawings for the Quill WWTF.
2. County will provide wastewater characteristics (BOD, TSS, TKN, fecal coliform) data for influent, treated effluent, and solids handling.
3. County will provide copies of NMED permits, compliance reports, and all available data related to the history of the Quill WWTF.
4. County will provide 3 years of financial records related to the operation of the existing Quill WWTF.
5. An environmental information document is not required.

5. Task 5 WATER AND WASTEWATER UTILITY COST OF SERVICE STUDY AND RATE ANALYSIS

A. Background.

The County is striving to be a self-sustaining. The County has been faced with rapid expansion and future commitments that may not be sustainable with the current rate structure. Water and wastewater rates have not been updated based on a cost-of-service study in over 10 years. This Task 5 is designed to increase the County's understanding of the County's financial requirements and to develop rates and other strategies for financial stability.

B. Basic Services.

This Task includes the services required to develop an equitable cost recovery rate for the County and wastewater customers. The services under Task 5 include:

- 1) Develop a SFCU financial plan and cost of service analysis by comparing starting cash balances, projected revenues, and revenue requirements over the forecast period.
- 2) Encompass water and wastewater operating and capital plan needs.
- 3) Devise water and wastewater rates to appropriately and equitably recover costs.
- 4) Present analysis and rate options to the BCC at study sessions and regularly scheduled meetings.

C. Specifications.

- 1) Gather all necessary information and data to calculate and update the utility user rates and charges.
- 2) This Task will develop separate rate models for water and wastewater services.
- 3) Projected revenue requirements will be developed for the water and wastewater utilities to meet operating and capital needs. Revenue requirements will include operating costs, debt service, and pay-as-you-go capital costs.
- 4) Contract will complete an estimate of water and wastewater revenues based on current and potential future County water and wastewater rates and the financial plan.

- 5) A cost of service analysis will be performed following industry standards for water (AWWA M-1) and wastewater (WEF M-27). The cost of service analysis will include the following:
 - i. The differential cost of service for services in different parts of the County.
 - ii. Customer expansion, increased wholesaling, public/private partnerships as ways to increase efficiencies and reduce overall costs.
 - iii. The analysis shall allocate revenue requirements to the County's various customer classes (including water held in reserve) using generally accepted cost-of-service allocation techniques.
- 6) Contractor will provide County with separate water and wastewater rate recommendations that contain the following:
 - i. Annual unit rates for each customer class.
 - ii. Current and projected bills for customers in each classification.
 - iii. Recommendations on alternate methods of financing capital costs (e.g. bonding, revenue bonds, County gross receipt tax, impact fees and utility expansion charges).
 - iv. Analysis of proposed updates to the County's rates based on the findings of the cost of service allocation described above.
 - v. Rate equity between the County and City water and wastewater customers.
 - vi. A comparison of the current and proposed County rates with other water and wastewater providers within the State of New Mexico.
 - vii. Criteria for evaluating utility acquisitions/takeovers.
- 7) Contractor will participate in at least three meetings with the County during the course of the work for this Task.

D. Deliverables.

- 1) Draft Financial Plan and Cost of Service/Rate Analysis to include:
 - a) All data used in the analysis.
 - b) Documentation on the results of the analysis in a memorandum.
 - c) A financial plan for the County.
 - d) An estimate of costs of service associated with various utility operations (billing per customer, line repair, meter installation, development review).
 - e) A proposed rate schedule for customers and other agencies for County services.
 - f) County water and wastewater rate models and water and wastewater rate recommendations.
 - g) Recommendations on alternate ways of recovering costs including utility expansion charges (UECs), impact fees, and any other available alternates.
 - h) Criteria and model for evaluating utility take-overs (a cost-benefit model).
 - i) Other financial planning recommendations.
- 2) A written Final Financial Plan and Cost of Service/Rate Analysis.

E. Assumptions.

- 1) Contractor will use generally accepted utility ratemaking methodologies as described by the AWWA, Manual M1 (Manual M1 describes the methods for developing utility rates and charges).
- 2) Contractor will develop rates in accordance with applicable New Mexico state and federal laws and County ordinances.
- 3) At the onset of this Task, the Contractor will provide the County with a data request that will identify the information, records and documents needed by the Contractor.

2. ADDITIONAL SERVICES OR WORK

A. The parties agree that each Task set forth in Section 1 and 1.A shall be completed in full and to the satisfaction of the County, in accordance with professional standards. Each Task will be completed for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement. Examples of changes to the scope include additional presentations to the public, and analysis of additional infrastructure options.

3. COMPENSATION AND INVOICING

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) County shall pay to the Contractor in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with the fees and scheduled described on Attachments 2 and 3.
- 2) The total amount payable to the Contractor for the initial term of this Agreement shall not exceed **Two Hundred Forty-Nine Thousand Nine Hundred Twenty-Two Dollars and No Cents (\$249,922.00)**, exclusive of New Mexico gross receipts tax. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in

excess of the total compensation amount without this Agreement being amended in writing.

- 4) The compensation for Tasks 1, 2 and 3 will be performed and completed in accordance with the schedule and fees set forth in Attachments 2 and 3. The performance period for Tasks 1, 2 and 3 is Year 1 as indicated on Attachment 2. The anticipated performance period for Tasks 4 and 5 is Year 2 of this Agreement as shown on Attachment 2.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within 30 days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

A. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the date first written above and shall terminate one year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the term of this Agreement on the same terms and conditions in one-year increments, not to exceed a total of four years in duration.

5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the

non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

10. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. 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 County. Any confidential Information provided by the County to the Contractor shall be marked as such.

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement. Notwithstanding any provision to the contrary contained in this Agreement, Contractor shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications. Any reuse of the documents prepared by Contractor under this Agreement for other than their specific intended purpose under this Agreement will be at the sole risk of the user and without liability or legal exposure to the Contractor.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

16. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. NOTICE OF PENALTIES

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

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be First Judicial District Court located in Santa Fe County.

20. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

21. INDEMNIFICATION

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

23. 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 County: Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Contractor: CDM Smith
Attn: _____
6000 Uptown Boulevard, N.E., Suite 200
Albuquerque, New Mexico 87110

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.

C. Contractor is legally registered and is properly licensed by the New Mexico State to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

26. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

27. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

28. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

29. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

31. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

The Contractor hereby irrevocably appoints, Paul Karas, a New Mexico resident located at 6000 Uptown Blvd. N.E Suite 200, Albuquerque, NM, 87110 as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

32. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY,

PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

33. ATTACHMENTS.

All Attachments referenced in this Agreement are incorporated into this Agreement. Attachments 1, 2 and 3, are attached hereto.

Attachment 1 – Map.

Attachment 2 – Contractor’s schedule for performance of Tasks.

Attachment 3 – Contractor’s compensation for each Task.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

SANTA FE COUNTY:

Miguel M. Chavez, Chair
Board of County Commissioners

Date

ATTESTATION

Geraldine Salazar
County Clerk

Approved as to form



Gregory S. Shaffer
Santa Fe County Attorney

1-20-16

Date

Finance Department

Carole H. Jaramillo
Santa Fe County Finance Director

Date

CONTRACTOR:

(Signature and title)

Date

(Print Name)

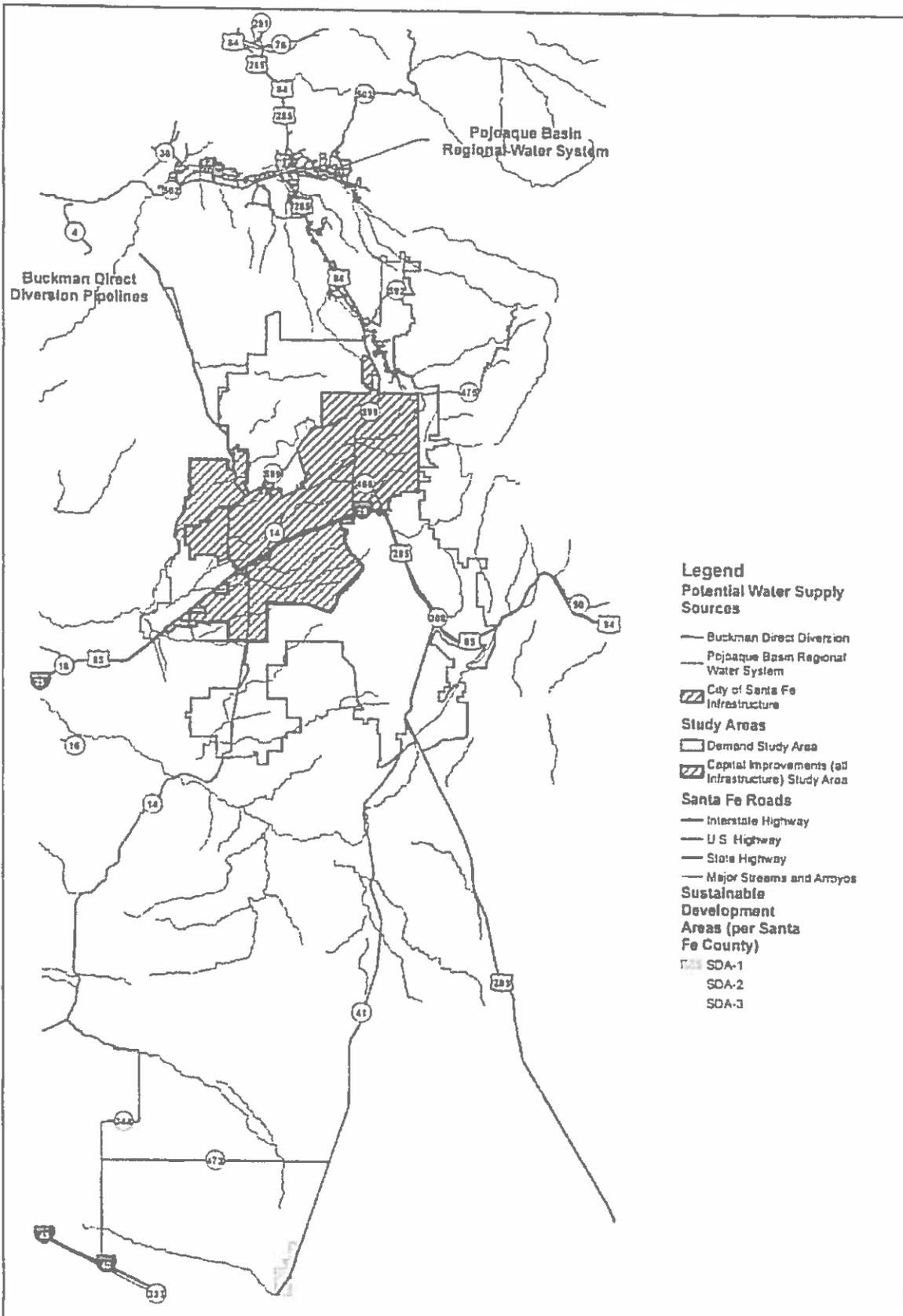
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ATTACHMENT 1
MAP OF TASK AREAS



- Legend**
- Potential Water Supply Sources**
- Buckman Direct Diversion
 - Pojoaque Basin Regional Water System
 - ▨ City of Santa Fe Infrastructure
- Study Areas**
- Demand Study Area
 - ▨ Capital Improvements (all Infrastructure) Study Area
- Santa Fe Roads**
- Interstate Highway
 - U S Highway
 - State Highway
 - Major Streams and Arroyos
- Sustainable Development Areas (per Santa Fe County)**
- ▨ SDA-1
 - ▨ SDA-2
 - ▨ SDA-3



Bohannon & Huston
— CIVIL CORP. S.L.L.C.

**Santa Fe County
 Infrastructure
 Build-out Plan
 Figure 1**

ATTACHMENT 2
SCHEDULE

ATTACHMENT 3
COMPENSATION BY TASK

**CONTRACT ATTACHMENT 3
SANTA FE COUNTY INFRASTRUCTURE BUILDOUT PLAN
CONTRACT YEAR 1 FEE**

Task / Activity	CDM Smith Hours	CDM Smith Labor Cost	CDM Smith Other Direct Costs	BHI Hours	BHI Labor Cost	BHI Other Direct Costs	TASK TOTAL	
							Hours	Total Cost
TASK 1: PUBLIC INFRASTRUCTURE BUILD-OUT PLAN								
Task 1 Fee Estimate	18	\$10,126	\$200	487	\$67,725	\$975	505	\$79,026
Sub-Totals	CDM Smith		\$10,326	BHI		\$68,700		
TASK 2: POTABLE WATER UTILITY MASTER PLAN								
Task 2 Fee Estimate	46	\$10,126	\$200	589	\$77,865	\$200	635	\$88,391
Sub-Totals	CDM Smith		\$10,326	BHI		\$78,065		
TASK 3: WASTEWATER UTILITY MASTER PLAN								
Task 3 Fee Estimate	524	\$81,055	\$1,450	0	50	50	524	\$82,505
Sub-Totals	CDM Smith		\$ 82,505	BHI		0		
YEAR 1 PROJECT TOTAL							1664	\$249,922

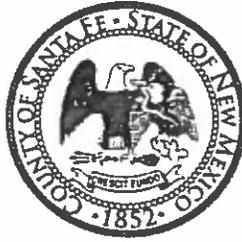
**CONTRACT ATTACHMENT 3
SANTA FE COUNTY INFRASTRUCTURE BUILDOUT PLAN
CONTRACT YEAR 2 PRELIMINARY FEE ESTIMATE**

Task / Activity	CDM Smith Hours	CDM Smith Labor Cost	CDM Smith Other Direct Costs	BHI Hours	BHI Labor Cost	BHI Other Direct Costs	TASK TOTAL	
							Hours	Total Cost
TASK 4: QUILL PLANT PRELIMINARY ENGINEERING REPORT								
Task 4 Preliminary Fee Estimate		\$57,000			\$3,000			\$ 60,000
Sub-Totals	CDM Smith		\$57,000	BHI		\$3,000		
TASK 5: COST OF SERVICE AND RATE ANALYSIS								
Task 5 Preliminary Fee Estimate		\$148,000			\$2,000			\$ 150,000
Sub-Totals	CDM Smith		\$148,000	BHI		\$2,000		
YEAR 2 PROJECT TOTAL							0	\$210,000

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

DATE: January 26, 2016
TO: Board of County Commission
VIA: Katherine Miller, County Manager
FROM: Tony Flores, Deputy County Manager
RE: Update, Presentation and Request Direction on the Health Commons Complex located within the Town of Edgewood

BACKGROUND/SUMMARY:

The population of southern Santa Fe County is approximately 40,000 residents and of that total, approximately 10,000 are living below 200% of the federal poverty level, 5,000 are on Medicaid or other public insurance programs, and 5,000 are uninsured.

The New Mexico Department of Health indicates the area has an underserved population of approximately 26,718 residents and is short by 8 medical service providers, with a current population-to-provider ratio of 18,343:1.

The scarcity of healthcare services in southern Santa Fe County (and neighboring Torrance and Bernalillo Counties), has posed a dilemma for families seeking medical services.

To address the lack of health care services in the three county area, the Town of Edgewood has proposed to develop a Health Commons Complex (Complex) as part of their Edgewood Commons project. The Complex will include a comprehensive health care center which will provide primary medical, dental and behavioral health care, 24-hour urgent care, specialty consults and x-ray services.

In support of the Complex, the Board of County Commission (Commission) adopted Resolution 2015 – 70 supporting the construction and operation of the Complex. While the Commission provided support for the construction and operation of the Complex, the Commission has not been formally asked or provided direction to undertake the fiscal management and/or ownership of the Complex.

Staff is therefore requesting direction from the Commission relative to Santa Fe County assuming the fiscal management responsibilities as well as the potential for Santa Fe County owning the Complex.

If the Commission directs staff to explore these options, staff is recommending at a minimum, the following items be vetted and presented to the Commission at its February 9, 2016, meeting for consideration:

1. **Real Property** – currently the Town of Edgewood holds lease for Section 16 with the New Mexico State Land Office. Review current arrangement that Santa Fe County has for the Southern Regional Fire Station located within same holding.
2. **Fiscal Management Responsibilities** – role County would play in the funding and oversight of the project.
3. **Ownership/Operation of the Complex** - if County owns the Complex, how would the County operate the Complex. Review and assess utilizing similar arrangement between Bernalillo County and 1st Choice Healthcare for their south valley center.

Exhibits:

- A – Santa Fe County Resolution 2015-70
- B – Edgewood Health Commons Presentation Material
- C – 1st Choice Community Healthcare – Edgewood Health Commons Presentation Material
- D – Letter from Town of Edgewood

THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

RESOLUTION NO. 2015 - 70

A RESOLUTION SUPPORTING THE CONSTRUCTION AND OPERATION OF A
HEALTH COMMONS COMPLEX IN THE TOWN OF EDGEWOOD, NEW MEXICO,
ALONG WITH THE SUPPORT AND COOPERATION OF THE TOWN OF
EDGEWOOD AND FEDERAL, STATE AND LOCAL GOVERNMENTS

WHEREAS, southern Santa Fe County and the surrounding communities are underserved for healthcare resources; and

WHEREAS, the Town of Edgewood intends to develop a Health Commons Complex within Section 16, 7 Municipal Way; and

WHEREAS, the Health Commons Complex will promote the wellness of Santa Fe County and surrounding counties, cities, towns and villages; and

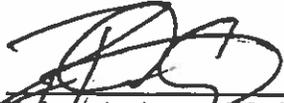
WHEREAS, the construction and operation of a Health Commons Complex will promote economic development of Santa Fe County and the Town of Edgewood; and

WHEREAS, on December 5, 2014, the Santa Fe County Health Policy and Planning Committee endorsed the concept of the Health Commons Complex.

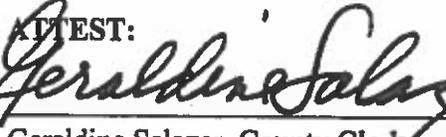
NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Santa Fe County support the construction and operation of a Health Commons Complex on Section 16, 7 Municipal Way, within the Town of Edgewood, New Mexico.

PASSED, APPROVED, AND ADOPTED THIS 26th day of May, 2015.

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY


Robert A. Anaya, Chair



ATTEST:

Geraldine Salazar, County Clerk

5-26-2015

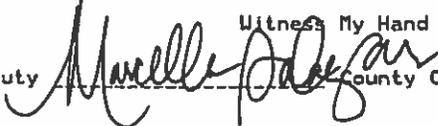
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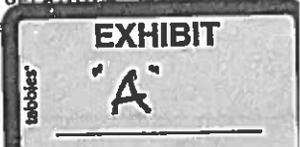
for: APPROVED AS TO FORM:


Gregory S. Shaffer, County Attorney

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss BCC RESOLUTIONS
PAGES: 1

I Hereby Certify That This Instrument Was Filed for
Record On The 27TH Day Of May, 2015 at 11:34:33 AM
And Was Duly Recorded as Instrument # 1765375
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Deputy  Geraldine Salazar
County Clerk



Edgewood Health Commons

The First Choice Edgewood Health Commons Project will have a significant impact through job creation, and expanding access to comprehensive health and wellness services in the region. The project will create a minimum of **129 jobs**,



with total annual salaries of **\$9,291,518**, generating an estimated additional **\$42,718,480** annually into the New Mexico economy.

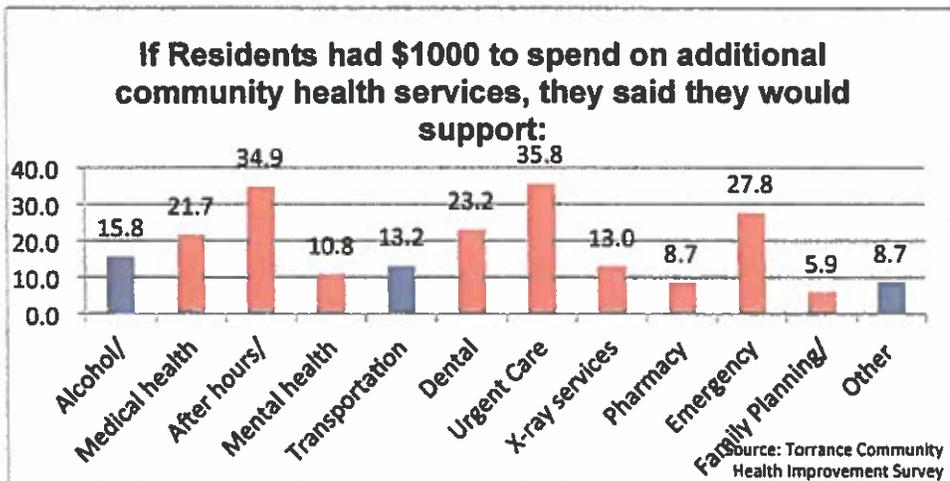
The total construction cost is **\$8 million** and will create an estimated **111.76** direct construction and **115.64** indirect jobs.

First Choice Community Healthcare is partnering with Santa Fe County, the Town of Edgewood, the New Mexico Department of Health, University of New Mexico Hospitals, Torrance County, Moriarty and Bernalillo County to address the region's healthcare needs. The regionally-coordinated plan is to build a 27,000 square foot comprehensive Health Commons, as part of a larger vision for the Edgewood Town Commons.



In addition to expanding our existing primary medical, dental and behavioral health services, the new health commons will provide afterhours care, including X-ray and urgent care-type services.

The number of patients will increase to 13,000 from 6,500 currently. The number of visits is expected to rise to 36,000 per year from 17,800. In addition, WIC services will be provided to approximately 650 women and children per month.



A community survey in spring 2014 found the need for urgent care, after-hours access and emergency care ranked highest of all needs in the area. The Edgewood Health Commons will address many of the identified needs through partnerships.

When a health center undertakes a capital expansion, a significant economic revitalization occurs within the local community. This economic impact has been demonstrated by

health centers in various cities where additional "units of health care," new jobs and stimulated local businesses served the immediate outcomes. The capital developments and facility expansions of health centers act as catalysts for significant economic revitalizations within their local communities and serve as anchors in the communities.¹

¹<http://www.healthfederation.org/publications/Economic%20Impact.pdf>



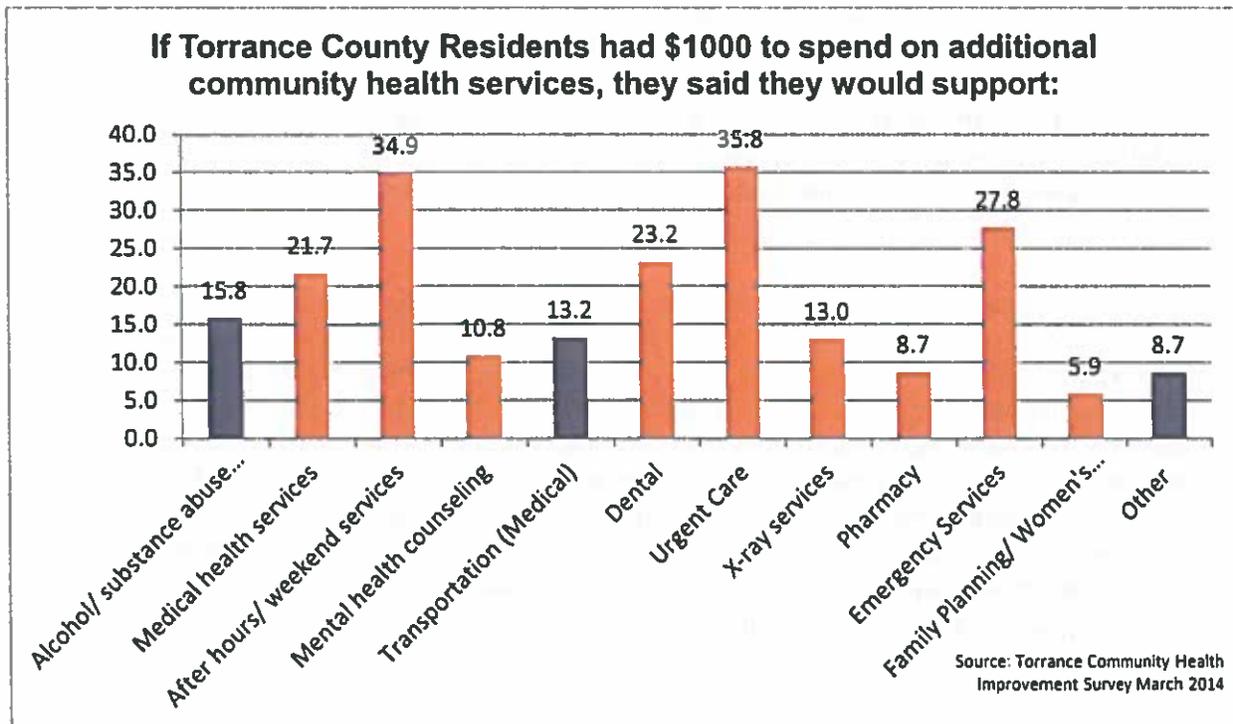


Edgewood Health Commons

First Choice Community Healthcare is launching a regionally-coordinated campaign to build a new 42,000 sq. ft. expanded Health Center and a 15,000 sq. ft. Wellness Center. This expansion will provide a healthcare home to 20,000 patients from throughout the Estancia Basin. In addition to expanding our existing primary medical and dental services, the new health commons will add 24-hour urgent/emergency care, specialty consults, X-Ray services, health education and fitness facilities.

The First Choice Edgewood Commons Project will also have a significant impact through job creation, and access. The project will create a minimum of **129 jobs**, with total annual salaries of **\$8,543,696**, generating an estimated additional **\$42,718,480** annually into the New Mexico economy.

A community survey in spring 2014 found the need for urgent care, after-hours access and emergency care ranked highest of all needs in the area. The need for transportation was also frequently cited. While people in the country expect to drive to get around, they hope to avoid driving all the way to Albuquerque or Santa Fe for a simple X-Ray or check-up with a primary care doctor or specialist. Our plan will address the area's healthcare needs, including all those identified in red in the chart below.



The nearest E.R. is 30 miles away through a canyon that can be difficult to travel in the winter. The nearest Urgent Care clinic is only part-time and 25 miles up North Highway 14.

Our project is an integral part of a larger vision for the Edgewood Commons, a central hub of services for people living within a 20-mile radius. The Commons, also called Section 16, is a master plan for 640 acres of state trust land, leased to the town of Edgewood for a new municipal center. The Municipal Center will include the existing Santa Fe County Fire Station, Public Works, Recreation Center, elementary and mid-schools, as well as planned facilities. The facilities planned by the town of Edgewood include: a new Town Hall, library, police department, animal shelter, community college campus, technology park, multi-generational housing and a veteran's memorial. The Health Commons is a key part of the plan.

The Expansion Project:

40,000+ square ft. Health Center - \$13 million

14,825 square ft. Wellness Center - \$3 million

10,000 square ft. Lease Space - \$2 million

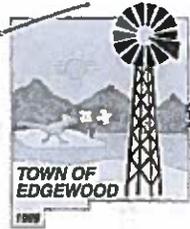
Total Construction Cost = \$18 million

Additionally, through construction and expansion of the Health Commons, work will be required of architects, construction workers and many others, further impacting the local economy. As part of the project, an estimated **111.76 direct** and **115.64 indirect jobs** will be generated.

- The direct job estimate is based on a direct multiplier of 8.34 jobs per million dollars of construction spending, with project construction spending estimated at \$13.4 million; thus, $8.34 \times 13.4 = 111.76$ direct jobs. Direct jobs are occupations that work directly on the project, such as project architects and construction workers.
- The indirect job estimate is based on a direct multiplier of 8.63 jobs per million dollars of construction spending, with project construction spending estimated at \$13.4 million; thus, $8.63 \times 13.4 = 115.64$ indirect jobs. Indirect jobs means positions at suppliers of materials for the project, such as steel, concrete, wood, and more.

Furthermore, when a health center undertakes a capital expansion and/or renovation project, a significant economic revitalization occurs within the local community. This economic impact has been demonstrated by health centers in various cities where additional "units of health care," new jobs and stimulated local businesses served as the immediate outcomes. In most instances, the capital developments and facility expansions of health centers act as catalysts for significant economic revitalizations within their local communities and serve as anchors in the communities. This "anchor concept" is similar to the effect a large department store has in a shopping mall – the health center attracts investment and other businesses to the community. These long-term economic stimulus effects will accrue in addition to the obvious benefit of increased health services to poor and low-income families and the ethnically diverse populations of the region.¹

¹<http://www.healthfederation.org/publications/Economic%20Impact.pdf>



TOWN OF EDGEWOOD

Where the Mountains Meet the Plains

1911 Historic Route 66
P.O. Box 3610

Edgewood, NM 87015

Phone: (505) 286-4518 Fax (505) 286-4519

www.edgewood-nm.gov

November 13, 2015

Santa Fe County

Attn: Katherine Miller, County Manager

102 Grant Avenue

Santa Fe, NM 87501-2061

Subject: Proposed First Choice Project in Edgewood, NM.

Dear Manager Miller:

I am writing to you concerning the First Choice Health Commons Project proposed to be built on Section 16 in Edgewood. We are pleased that Santa Fe County is willing to partner with the Town on bringing this project to fruition.

I wanted to let Santa Fe County know that the Town of Edgewood welcomes Santa Fe County's participation in the project, should that include ownership of the building, financing, and other concerns as they may be.

We look forward to working with you to bring this project to fruition, and help provide Edgewood's residents with better healthcare.

Please feel free to call me at (505)-270-7536, or Steve Shepherd at (505)-934-0265, with any questions you may have.

Sincerely,

Brad Hill, Mayor
Town of Edgewood

xc: Mr. Tony Flores
Mr. Bob Defelice

Brad Hill
Mayor

John Abrams
Sherry Abraham
Chuck Ring
Rita Loy Simmons
Town Councilors

Wm. H. White
Municipal Judge

Stephen Shepherd
Administrator

Estefanie Muller, CMC
Clerk-Treasurer

EXHIBIT

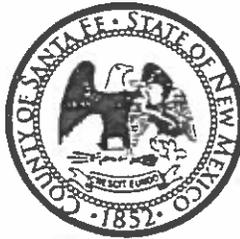
EXHIBIT

10

Henry P. Roybal
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

To: Santa Fe County Board of County Commissioners

From: Bernadette Salazar, Human Resources Director 

Via: Katherine Miller, County Manager

Date: January 13, 2016

Re: Request approval of the Collective Bargaining Agreement between the County of Santa Fe and the New Mexico Coalition of Public Safety Officers Santa Fe County Deputy Sheriffs Association, NMCP SO-SFCDSA

BACKGROUND AND SUMMARY

The Santa Fe County Management Team and the New Mexico Coalition of Public Safety Officers Santa Fe County Deputy Sheriff's Association NMCP SO-SFCDSA began negotiating the collective bargaining agreement October 2015. The parties have worked diligently together to come to a mutual agreement in the best interest of the County and our employees. A few of the highlighted items agreed upon are listed below:

- Added grievance procedure language
- Clarification of language in the arbitration article
- Increase to Incentive Pay for Special Weapons and Tactics (SWAT) assignments
- Provided for a 2.5% cost of living adjustment upon approval of the contract and 1% increases upon the employees' anniversary dates until December 31, 2016. They will have an economic re-opener no later than October 1, 2016
- The term is until December 31, 2019 with one (1) non-economic re-opener

ACTION REQUESTED

The action requested is approval of the Collective Bargaining Agreement between the County of Santa Fe and the New Mexico Coalition of Public Safety Officers (Santa Fe County Deputy Sheriff's Association-SFCDSA)

ATTACHEMENT

The Collective Bargaining Agreement between the County of Santa Fe and the New Mexico Coalition of Public Safety Officers (Santa Fe County Deputy Sheriff's Association-SFCDSA)

Thank you for your consideration.

**AGREEMENT BETWEEN
THE SANTA FE COUNTY DEPUTY
SHERIFF'S ASSOCIATION,
A SUBSIDIARY OF
THE NEW MEXICO COALITION OF PUBLIC
SAFETY OFFICERS / NMCP SO**

**AND THE
COUNTY OF SANTA FE,
NEW MEXICO**

**January 26, 2016
to
December 31, 2019**

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Section 1: Preamble

This Agreement is entered into by and between the Santa Fe County Board of County Commissioners, the Sheriff of Santa Fe County, herein referred to as the "County", and the New Mexico Coalition of Public Safety Officers on behalf of the Santa Fe County Deputy Sheriff's Association, a Chapter of the New Mexico Coalition of Public Safety Officers, herein referred to as the NMCPPO/SFCDSA."

Whereas, the County has recognized the NMCPPO/SFCDSA as the collective bargaining representative for all employees in the bargaining unit which consists of non-probationary sworn Deputies, Corporals and Sergeants of the Santa Fe County Sheriff's Office;

Whereas, the NMCPPO/SFCDSA agrees to represent those employees certified within the bargaining unit for the purpose of negotiating this Agreement without discrimination on the basis of race, color, creed, age physical or mental handicap, sex, national origin, ancestry, religion, serious medical condition, sexual orientation, gender identity, political affiliation, Association membership or non-membership; and

Whereas, the parties agree that it is the express intent of the Agreement to promote harmony, cooperation and understanding between the County and the NMCPPO/SFCDSA, to afford protection to the rights and privileges of the Board of County Commissioners ("BCC"), the Sheriff and the NMCPPO/SFCDSA, and to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise between the BCC, the Sheriff and the NMCPPO/SFCDSA, in order to provide a high standard for the performance of law enforcement services to the citizens of the County of Santa Fe; and

Whereas, the parties hereto have reached agreement on all matters which have been the subject of negotiations and desire to reduce such agreement to writing to avoid misunderstanding.

NOW THEREFORE, IT IS AGREED:

This Agreement specifically describes the entire agreement between the County and the NMCPPO/SFCDSA. The Sheriff's Office Standard Operating Procedures, the Santa Fe County Human Resources Handbook or other policies and procedures promulgated through the authority of the Sheriff, shall govern any issues not agreed to herein. Management shall meet with the NMCPPO/SFCDSA regarding changes in County policies, procedures or regulations that affect wages, hours, or terms and conditions of employment. The NMCPPO/SFCDSA may also identify alternative solutions and provide suggestions not governed by this Agreement. Meetings regarding changes to this Agreement should be held at times mutually agreed to by the parties. Any State and/or Federal statutes enacted will take precedence over the Standard Operating Procedures, Santa Fe County Human Resources Handbook, and this Agreement.

All amendments to or modifications of the subject matter of this Agreement must be by mutual agreement and shall be of no force or effect until ratified and approved by the Board of County Commissioners and the NMCPPO/SFCDSA membership. It is understood and agreed that none of the foregoing rights and responsibilities will be exercised in a manner that is inconsistent with the provisions of this Agreement.

Section 2: Management and Association Rights

- A. Policy Making – Santa Fe County and the Sheriff’s Office policy making officials reserve the rights prescribed by the County, State, and Federal Constitutions, Statutes, and Ordinances in effect during the term of this Agreement.
- B. The direction of the work force shall be controlled completely by the Sheriff or designee, except as specifically set forth in this Agreement. The County, through its Commission, the Sheriff, or County Manager shall have, but shall not be limited to the following rights:
 - 1. To direct and supervise all operations, functions, and the work of bargaining unit employees;
 - 2. To maintain the efficiency of the operations;
 - 3. To take actions as necessary to carry out the services provided by the Sheriff’s Office in emergency situations and to maintain the uninterrupted service to our citizens during such emergency situations;
 - 4. To determine what, by whom, and when, services will be provided to the citizens and determine the performance standards applicable to the provision of those services;
 - 5. The Sheriff may hire, promote, assign, transfer, retain, demote, discharge, suspend or take other disciplinary action. The Sheriff may relieve bargaining unit employees for just cause, and legitimate documented reasons only.
 - 6. To determine and implement all policies, methods, standards, and direction of bargaining unit employees that does not conflict with the terms of this Agreement, and to determine the resources to be allocated to accomplish the mission and goals of the Sheriff’s Office as a unit of County Government.
- C. NMCP SO/SFCDSA Rights
 - 1. The parties agree that the NMCP SO/SFCDSA has the right to represent the interests of the bargaining unit employees in the bargaining unit so long as that representation does not interfere with the operations of the County.
 - 2. NMCP SO/SFCDSA representatives may schedule meetings with management to discuss any matters pertaining to the collective bargaining agreement. Such meetings will not interfere with the delivery of quality services to the citizens.
 - 3. The NMCP SO/SFCDSA may provide input regarding changes in the Office’s policies, procedure, rules and regulations. Concerns regarding such changes may be addressed through the management representative responsible for implementation. If not resolved at the lower level, concerns of the NMCP SO/SFCDSA may be expressed in writing to the County Sheriff.

- D. Discrimination on the basis of NMCP SO/SFCDSA activity – there shall be no discrimination, interference, restraint or coercion by NMCP SO/SFCDSA or the County against any bargaining unit employee because of NMCP SO/SFCDSA membership, or the choice not to be a member.
- E. The County shall make available the names of new hires filling the positions that may become bargaining unit employees upon request from the Union but no more frequently than quarterly. The County shall advise new hires regarding the NMCP SO/SFCDSA during orientation.
- F. Access to Employer Information: The County shall make available to the NMCP SO/SFCDSA, upon its reasonable request, any public information, statistics and records relevant to negotiations or necessary for proper enforcement of the terms of this Agreement in accordance with provisions of the Inspection of Public Records Act of the State of New Mexico.
- G. The Union Representatives shall be afforded time without pay during normally scheduled work hours for the purpose of attending collective bargaining sessions. The Union Representatives shall be afforded accrued annual leave, accrued compensatory time, or leave without pay for any formal disciplinary or grievance proceedings. If the Employer requests the Union Representative to participate in any meeting, the Union Representative is not required to take personal leave or leave without pay. The Employer and Union shall make every effort to schedule such meetings during the Representative's scheduled days off, or during a time which will not interfere with the normal functions of the Sheriff's Office and a time which will not jeopardize the safety of the citizens of the County of Santa Fe.

Section 3: Agreement Copies

Each party to this Agreement shall print sufficient copies for its own use.

Section 4: Check off Authorization

- A. The Employer agrees to deduct membership dues levied by the NMCP SO/SFCDSA from the paycheck of each Bargaining Unit Employee who has executed a voluntary written authorization, not to include the payment of any initiation fees, assessments or fines levied by the NMCP SO/SFCDSA.
- B. Dues Deduction: The Employer agrees to pay all dues withheld to the NMCP SO/SFCDSA, pursuant to a valid written authorization secured by the Union and provided to Human Resources at least 30 days prior to the effective date. The effective date shall be only at the beginning of a full pay period.
- C. Non-pay Status: When a bargaining unit employee is in a non-pay status for an entire pay period no withholding will be made to cover that payroll period from future earnings. In any period, if the net wages are not sufficient to cover the full withholdings, no deduction shall be made. In this connection, all other legal and required deductions have priority over NMCP SO/SFCDSA dues.
- D. Increase in Dues: In the event that the NMCP SO/SFCDSA bargaining unit members vote to increase dues, the NMCP SO/SFCDSA will notify the Employer at least 30 working days prior to the effective date of the dues increase by a letter and by submitting new authorizations for each new bargaining unit member.

- E. Termination: A bargaining unit employee may terminate dues deduction by notifying the NMCP SO/SFCDSA and the Employer of his/her intention by means of a signed cancellation, to be submitted to the Human Resources Department. The bargaining unit employee must give 30 working days notice to the County of such intention.
- F. Indemnify: The NMCP SO/SFCDSA will indemnify, defend and hold the Employer harmless against any claims made and against any suits instituted against the Employer on account of payroll deduction of NMCP SO/SFCDSA dues. The NMCP SO/SFCDSA agrees to refund any amounts paid to it in error on account of the payroll deduction provisions as determined and documented by the employer. The County will notify the Coalition of any claims brought forward pertaining to Coalition dues.

Section 5: Bulletin Boards

- A. Space shall be designated by the County for a closed and locked bulletin board, to be furnished by the NMCP SO/SFCDSA, where the NMCP SO/SFCDSA may post its announcements. All postings are subject to the approval of the County Sheriff or designee. Nothing inflammatory, derogatory, controversial, or critical of the Sheriff, or the Department's management, shall be contained in the material that is posted. Violation of this provision may result in the loss of the privilege of having a bulletin board.
- B. NMCP SO/SFCDSA representatives will post any and all NMCP SO/SFCDSA announcements only on the bulletin board designated.
- C. This bulletin board will be locked by 2 locks; 1 supplied by each party. Each party will maintain the key to its own lock.

Section 6: Agreement Clarification

When a party seeks clarification of a term of this Agreement, the negotiating team members, or their replacements, may meet to discuss what the mutual intent of the term was at the time the Agreement was written.

Section 7: Accident Review/ Safety Committee

- A. The Sheriff shall establish a committee of 5 members to review Office accidents. The objective of this committee is to provide findings to the Sheriff to reduce accidents and provide for safer working conditions. The committee shall determine specific accidents to be reviewed and scope of review. The Committee shall consist of the following:
 - 1. The Undersheriff or designee shall serve as chairperson.
 - 2. 2 bargaining unit members, as appointed by the Representative of the NMCP SO/SFCDSA.
 - 3. 2 members of management, as appointed by the Sheriff.
- B. The committee may utilize other resources (i.e., accident reconstructionists, risk management experts, safety professionals, etc.) as it deems necessary. Third party resources may be used to

preclude any possibility of a conflict of interest involving Santa Fe County Sheriff's Office personnel.

- C. The committee will meet monthly if needed as determined by the Sheriff or his or her designee to review pending deputy involved crashes and/or safety issues as they occur.
- D. The NMCPSO/SFCDSA will receive copies of all committee recommendations.
- E. The committee will provide the employee's commanding officer with findings and classification of the accident.

SECTION 8: INSURANCE

- A. The County shall offer to the covered bargaining unit members and their eligible dependents medical, life, dental, and optical insurance in accordance with the following contributions to the cost of the insurance, as defined in NMSA 1978, Section 10-7-4.2(B):

	County's Contribution	Union Employee's Contribution
Union Employees who earn \$30,000 annually or less	80%	20%
Union Employees who earn \$30,001 to \$50,000 annually	75%	25%
Union Employees who earn more than \$50,000 annually	63%	37%

- B. Percentages may be revised to comply with state law. Medical, life, dental, and optical benefits shall be maintained for the life of this Agreement. Bargaining unit employees will pay 100% of disability insurance offered by the County.

Section 9: Uniform Safety and Staffing

Patrol commanders who are members of this bargaining unit will be responsible for responding to calls for service when all of their subordinates are busy handling calls. If the Patrol Commander on duty is the only commander on duty he/she shall secure the scene and wait for a deputy to respond to handle this call, only if handling the call will take a prolonged period of time. Calls for service will be left pending by a commander if the nature of the call is a non-emergency or if it will not jeopardize the safety of the citizens of Santa Fe County.

Section 10: Job Assignments

- A. Vacancies in specialized job assignments shall be advertised by Human Resources and put in the Office Special Orders for at least one calendar week. Bargaining unit employees interested in transferring to these positions should apply by way of written memorandum. Once the application deadline has passed, Human Resources will screen material received and establish a list of qualified applicants. These lists shall be maintained by the Human Resources Division and shall be valid for a period of 90 days from the date of publication. Additional vacancies within the same job assignment shall be filled from the valid published list of qualified applicants.

Assignment of bargaining unit members to specialized job assignments shall be contingent upon manpower availability. The Sheriff may choose from the top three qualified candidates.

- B. The County will maintain a tuition assistance program to help bargaining unit employees enhance their qualifications for specialized job assignments through formalized educational programs.
- C. Bargaining unit members wishing to transfer to specialized job assignments should contact the Unit Commander to determine the skills and training they need to become qualified to fill these positions.
- D. Bargaining unit members may be eligible to receive advanced specialized training through the Community Support Services to help prepare them for specialized assignments. Interested bargaining unit employees should apply via memorandum through their chain of command to the Sheriff.
- E. Bargaining unit employees will be given the opportunity to obtain career counseling to assist them in formulating career goals and developing an individualized plan for achieving those goals through the Division Commander of Planning and Training.
- F. Specialized job assignments and additional duty assignments are not considered a promotion, and transfers from a specialized assignment shall not be considered a demotion. The Sheriff may not remove a bargaining unit employee without reason. Specialty pay is not considered a property right due to the fact that the bargaining unit employee is given extra duty assignments. Once those extra duty assignments are taken away, the specialized pay attached to those assignments should be removed.

Section 11: Seniority

- A. While seniority is a factor to be considered in assignment of personnel, it is of secondary importance to the effective operation of the Sheriff's Office as a whole or a division, section, or unit therein. Further, it should be secondary to the need for bargaining unit employees to work together in a spirit of harmony and cooperation.
- B. It is not always possible to make duty assignments and day assignment selection on a straight seniority basis. Therefore, the Sheriff retains the authority to assign personnel in any manner deemed necessary. This method will assure that the best interest of the Office has been taken into consideration and shall further provide that the bargaining unit employee selected for each assignment possesses the minimum qualifications necessary for the assignment.
- C. Office seniority is the relative position of a Deputy to all other Deputies within the Department. Seniority in rank is the position of Department personnel in relationship to other personnel of the same rank or position.
- D. When a question of Deputy II and III seniority arises with shift bidding only, Deputy II and Deputy III classifications will be evenly scheduled to each shift to ensure adequate experience on each shift. Such seniority shall then be determined by:
 - 1. Continuous service with the Department; and
 - 2. If all factors are equal, POPE score will prevail

E. Continuous Service in Rank

1. Deputies of the same rank will take precedence according to the date of their appointment to their respective rank.
2. Where two or more Deputies are working together on the same assignment and are of equal rank, such seniority shall not be exercised except in an emergency necessitating it, unless by competent authority on Deputy has been designated as in command.

F. Continuous Service in Rank

Deputies of the same rank and same date of appointment to their rank will rank according to their date of appointment to the Department with the Deputy having the longest continuous service taking precedence.

Section 12: Continuous Service

Continuous Service will be as follows:

- A. Leaves of absences with pay, and approved leaves of absence of 30 days or less without pay, will not interrupt continuous service. If a bargaining unit employee is granted leave without pay for more than 30 days, the temporary separation will not constitute a break in service except that the period on leave without pay status will not be counted as creditable service. If a bargaining unit employee separates from service at his/her own initiative and is reemployed within 31 to 90 days, the separation will constitute a break in service; however the individual may request to be re-hired without going through the entire recruitment process and the decision to re-hire and in what capacity is at the discretion of the Sheriff or his or her designee. A bargaining unit employee who is reemployed in accordance with this provision will not have his/her sick leave balance as of his/her termination date reinstated.

Section 13: Layoff and Recall

- A. When it is necessary to have a reduction in work force, layoffs will be made in consideration of the following factors:
 1. Seniority;
 2. Employee suitability for jobs remaining;
 3. Ability to perform available work; and
 4. Past job performance
- B. Bargaining unit employees will receive 14 calendar days notice prior to being laid off.

- C. Recall of laid off bargaining unit employees will be governed in accordance with the following provisions during the term of this Agreement:
1. Any full-time or part-time classified bargaining unit employee who is laid off and returns within 6 months of layoff shall not have to serve a probationary period if the bargaining unit employee returns to their previous position.
 2. A laid-off returning bargaining unit employee will be credited for all unused sick leave remaining at the time of layoff if he/she returns within the 6-month period.
- D. Layoff privileges end:
1. 6 months after the effective layoff date;
 2. After a bargaining unit employee has refused employment in a position for which he/she is qualified;
 3. When the laid-off bargaining unit employee accepts another position within the County shall serve the required probationary period. A laid-off bargaining unit employee accepting another position within the County shall serve the required probationary period.

Section 14: Drug and Alcohol Testing

Refer to Santa Fe County Human Resources Handbook and Sheriff's Office Policies.

Section 15: Outside Employment

- A. No outside employment may rely on the bargaining unit employee's commission or the use of department badge or equipment. No outside employment may involve work at a liquor establishment.
- B. Department sponsored overtime is not considered outside employment.
- C. Bargaining unit employees should consider their employment with the County as their primary employment. Bargaining unit employees wishing to obtain outside employment shall file a request for approval by completing an Outside Employment Request Form with the Sheriff and shall include a description of the employment, location, and hours that will be worked. Outside employment is subject to the approval of the Sheriff and HR Director, who will consider, among other things, hours of work, conflict of interest, discredit upon the County, and the safety of the employee, fellow employees, and the public. Requests for outside employment must be filed annually for approval.

Section 16: Vacation Scheduling

- A. Bargaining unit employees transferring from one division or section to another who have scheduled vacation shall be permitted to take that vacation as scheduled, except under emergency conditions as determined by the Sheriff or his designee.
- B. In assignment of vacation time the County shall consider the workload and staffing levels within the work unit during the requested time period.
- C. The supervisor receiving the leave request will put date and time received along with their initials on the form immediately.
- D. Vacation scheduling will be considered on a first come first serve basis and granted per approval of a leave request form for 3 days or less provided a request is made orally or in writing at least 1 day in advance.
- E. A Deputy requesting use of vacation time in excess of 3 days shall notify his/her immediate supervisor at least 2 weeks prior to the starting date of the request.

Section 17: Work Week

- A. The pay period consists of 2 workweeks.
- B. All NMCPSO/SFCDSA bargaining unit employees assigned to the patrol division will be paid for their meal breaks. If a bargaining unit employee is recalled to service during a paid meal break, or cannot be relieved for a meal break due to work requirements, the bargaining unit employee will not receive additional compensation.

Section 18: Issued Articles

- A. The County shall provide all bargaining unit employees within the scope of this Agreement the following equipment unless this equipment was provided during the probationary period:
 - 1. One Santa Fe County Sheriff's Badge;
 - 2. One Santa Fe County Sheriff's hat badge;
 - 3. One ballistic vest meeting National Institute of Justice threat level III-A standard or equivalent. Use of this article is mandatory;
 - 4. One Sam Browne belt, one handcuff case, one cartridge carrier, one baton holder, one sidearm, one sidearm holster, one pair of handcuffs and one flashlight
 - 5. The Office will provide one (1) box of training ammunition per year, for any department weapon, for those employees that are required to carry a weapon, for the purposes of training.

- B. The bargaining unit employee will be responsible for care, maintenance, warranty, and possession of all issued and assigned articles. Upon cessation of employment with the Sheriff's Office, the bargaining unit employee will be required to return all issued articles in serviceable condition. Failure to return County assigned equipment (in serviceable condition excluding normal wear) will cause the County to deduct their replacement value from the bargaining unit employee's final paycheck. This equipment must be turned in within 2 business days following the bargaining unit employee's termination date.
- C. Should the bargaining unit employee wish to substitute privately owned articles in lieu of issued articles, the privately owned articles must meet the specifications of the issued articles, and their substitution must be authorized by the Sheriff.
- D. The Sheriff shall determine which bargaining unit employees of the Santa Fe County Sheriff's Office shall be authorized to wear the badges identified in items 1 and 2 above, and/or the official Santa Fe County Sheriff's Office shoulder patch.
- E. The following items may be purchased via Santa Fe County issued Purchase Order and charged against the annual clothing allowance:
 - 1. Name Plate;
 - 2. SFSO Collar Insignia;
 - 3. Required rank insignia to include brass or cloth.
- F. Deputies will be responsible for keeping all issued items secured in a locked area.

Section 19: Uniforms and Equipment

- A. The County will bear the cost of any mandatory change in uniforms to the following limits for each mandatory change:

Shirts	-	three (3)
Trousers	-	three (3)
Dress hats	-	one (1)
Jackets	-	one (1)
Insignia	-	sufficient for 3 uniforms
Footwear	-	one (1) pair
Tie	-	one (1)
Name Tag	-	one (1)
- B. This section shall not apply to uniform changes following a Deputy's promotion or demotion. The County will also bear the cost of initial issue for any equipment, unique to law enforcement, which is required by the Sheriff for a Deputy to complete his/her duty assignment.

Section 20: Clothing Allowance

- A. Bargaining unit employees will receive a total of \$590.00 per year for the purchase of job related clothing and equipment approved by the Sheriff or designee. \$425.00 will be given to bargaining unit employees via a purchase order. One check in the amount of \$165.00, less mandatory deductions will be given to Deputies the last pay day in the month of November.

- B. Any purchases made outside of the official Sheriff's uniform will be considered a taxable fringe benefit.
- C. Any bargaining unit employee found to be in violation of the dress standards as published in Section 25 of this Agreement may be progressively disciplined, up to and including termination, for not maintaining those standards.

Section 21: Grooming and Dress Standards

- A. Bargaining unit employees shall follow the Grooming and Dress standards as set forth in the Santa Fe County Sheriff's Office Standard Operating Procedures or as amended.

Section 22: Human Resources Files

- A. The Sheriff's Office shall evaluate a bargaining unit employee's job performance on a regular, systematic or informal basis. If written, such evaluation(s) shall be included in the bargaining unit employee's Human Resources File. A copy of the evaluation(s) will be made available to the bargaining unit employee.
- B. All formal evaluations shall be completed by the immediate supervisor (with the rank of Sergeant or above, unless a corporal is the immediate unit commander) of the bargaining unit employee being evaluated for the majority of their work shifts during the evaluation period, whenever practical.
- C. Bargaining unit employees shall be given the opportunity to read and sign disciplinary actions, performance evaluations, letters or reprimand, instruction and caution, and all documents critical of the bargaining unit employee's job performance that are placed in his/her Human Resources File.
- D. Bargaining unit employees shall be allowed to review their Human Resources File upon reasonable advance request. Deputies may submit a written response to an adverse comment in their Human Resources File within 30 days. Human Resource records may be disclosed in accordance with the Inspection of Public Records Act.
- E. Maintenance of Human Resources files shall be conducted in accordance with the following provisions:
 - 1. A written reprimand shall not be used for purposes of discipline 12 months after the Deputy received the reprimand, provided the Bargaining Unit Employee has not received another written reprimand or any other disciplinary action during the 12 month period following the written reprimand. If the employee received another reprimand or other progressive disciplinary action during the 12 month period following the written reprimand, the written reprimand will be used for purposes of progressive discipline.
 - 2. A suspension shall not be used for purposes of discipline four (4) years after the effective date of the suspension, provided that the bargaining unit employee has not received another suspension or other disciplinary action during the original 4 year period. If a bargaining unit employee receives a subsequent disciplinary action during the original 4 year time frame, the

original and subsequent disciplinary actions shall be used for the purposes of discipline until the bargaining unit employee has completed four (4) consecutive years receiving no suspensions or other disciplinary action.

Section 23: Extra Duty Assignments

- A. The Office will post all extra duty assignments in the Office Special Orders with the exception of mandated time sensitive or operation sensitive assignments. Supervisors will brief bargaining unit deputies concerning all available extra duty assignments and bargaining unit deputies will be afforded an opportunity to sign up for extra duty assignments on a first come, first served basis.
- B. Every effort will be made to insure that extra duty assignments are posted as soon as possible to provide all Deputies an opportunity to sign up for an assignment.

Section 24: Vehicle Damage

Bargaining unit employees will not be required to pay restitution for damage to vehicles unless the damage was caused by a willful act of the deputy.

Section 25: Vehicle Take Home

- A. It will be the policy of the Santa Fe County Sheriff's Office to assign vehicles to individual bargaining unit deputies when possible on a permanent basis other than for just cause.
- B. PURPOSE. To establish a standard method and uniformity in the assignment of Office vehicles.
- C. PROCEDURES.
 - 1. Introduction: The following are the rules and regulations governing the operation of assigned County owned vehicles:
 - a. To enhance the Sheriff's Office's ability to utilize off-duty bargaining unit employees in emergencies.
 - b. To improve the maintenance and reliability of bargaining unit employee units by placing the responsibility for care of each vehicle on an individual bargaining unit employee Sheriff.
 - 2. Assignment and Responsibility:
 - a. All units are assigned individually by unit number;
 - b. Each bargaining unit employee who is assigned a vehicle will be allowed to commute 29 miles outside the geographic limits of Santa Fe County;
 - c. The Sheriff or designee will assign all units/vehicles individually by unit number.
 - 3. General Regulations governing the use of County owned vehicles:

- a. Bargaining unit employees will not presume any special privileges with the County owned vehicle while off-duty. As an example, parking the vehicle in the designated area at all times, not in a reserved or no parking area;
- b. Unattended vehicles of off-duty bargaining unit employees must be locked at all times;
- c. General rules of conduct covering a bargaining unit employee on-duty in uniform will also apply to a bargaining unit employee in civilian clothes if he/she is driving the County owned vehicle;
- d. The County owned vehicle will not be utilized for carrying heavy or excessive loads and will not have objects protruding from the trunk or windows;
- e. Bargaining unit employees will not use the County owned vehicle on a part time job as part of that employment or as conveyance to or from the outside employment;
- f. All bargaining unit employees assigned a County owned vehicle on a personal basis shall exercise good judgment in utilizing it and shall not drive or use the vehicle so as to cause unfavorable comment or reflect discredit on the Office;
- g. Bargaining unit employees while off-duty and operating a County owned vehicle should be appropriately attired to effectively perform a Sheriff function if the need arises;
- h. While using the County owned vehicle off-duty, the bargaining unit employee will leave the Office two-way radio turned on;
- i. Bargaining unit employees living in a remote area will park the unit at headquarters when weather conditions could cause the unit to become stuck or require towing out;
- j. In minor cases encountered off-duty, the bargaining unit employee may use the radio to summon an area unit to handle a call and standby and assist until the unit arrives. In the event immediate action is necessary, the off-duty bargaining unit employee will handle the situation;
- k. Bargaining unit employees who return to service while driving a County owned vehicle from an off-duty status to perform official duties must notify the on-duty Commander of the duties performed and their actual work time. Bargaining unit employees will be compensated for all time worked, after verification and approval in writing by the on-duty Commander;
- l. The vehicle will be ready for official use at all times by assigned bargaining unit employees. No abuse of the vehicles will be tolerated. No excuse will be accepted for a vehicle not being able to be on the line when needed for assigned bargaining unit employees unless it is red-tagged for repair or maintenance;
- m. No bargaining unit employee when using the County owned vehicle will be allowed to carry his/her family or any other passengers in the vehicle unless on official business or approved by the Sheriff or designee in emergencies only;

- n. An off-duty bargaining unit employee may only use the County owned vehicle to attend court, training sessions, attend Office meetings, take the vehicle for vehicle maintenance and/or to turn in evidence either to this Office's Evidence Custodian or the State Crime Laboratory;
 - o. The County owned vehicle will not be used to attend any social function nor will it be used to go to nightclubs, bars, etc., unless on official business;
 - p. Bargaining Unit Employees driving County owned vehicles will be required to carry on their person their commission cards and their weapons at all times;
 - q. Bargaining unit employees driving County owned vehicles while off-duty will be required to investigate any serious incidents they happen to observe except traffic violations;
 - r. Bargaining unit employees who take the County owned vehicle home will make an effort to park the vehicle in a secure place for the prevention of vandalism;
 - s. Off-duty personal use of the County owned vehicle is prohibited;
 - t. Violations of these provisions are subject to disciplinary action and temporary or permanent loss of this privilege;
 - u. Exceptions to these provisions can be granted only by the Sheriff or his designee.
4. Maintenance Regulations covering the use of County owned vehicles:
- a. The bargaining unit employee assigned a County owned vehicle shall be fully responsible for the general maintenance and proper care of the vehicle and shall refrain from:
 - i. Performing major mechanical work on the vehicle;
 - ii. Altering the body, general design, appearance, and markings, mechanical or electrical system;
 - iii. Making any repairs or having any repairs made to the vehicle other than at the County warehouse or as authorized;
 - iv. Adding accessories or equipment without the written approval of the Sheriff or his designee.
 - b. Bargaining unit employees will be responsible for the appearance and cleanliness of the vehicle assigned to them or the vehicle they may be using, both interior and exterior.
 - c. Bargaining unit employees will change flat tires. Repairs to the tires will be made at the warehouse.
 - d. The County will attempt to have all scheduled maintenance, including repairs performed during, or in conjunction with bargaining unit employee's normal duty hours. Maintenance service work, and repair work are to be scheduled in advance.

5. The Bargaining unit employee's immediate supervisor must approve repair work that requires the bargaining unit employee to transport the vehicle to the maintenance facility during off-duty hours and not in conjunction with the beginning or end of his/her work shift. If approved, reasonable travel time to and from the maintenance facility shall be considered as time worked.
6. The Accident Review Committee will review accidents that occur on and off-duty.

D. DISCIPLINARY PROCEDURES FOR MISUSE OF VEHICLES

1. Driving while intoxicated or drinking while operating an Office vehicle will be cause for disciplinary action up to and including termination.
2. Any other violation of these provisions will be referred to the office of the Sheriff with any recommendation for disciplinary action using form "Disciplinary/Corrective Action" and signed by the supervisor.

Section 26: Personal Property Replacement

The County may reimburse a bargaining unit employee who has not been negligent for damage to Office approved (by the Sheriff or his designee) personally owned items, based upon depreciated value, when such items are lost or damaged as a result of duty requirements. This will include corrective eyeglasses. The following steps must be implemented:

- A. The bargaining unit employee must submit the claim accompanied with a Santa Fe County Sheriff's Office Offense/Incident Report;
- B. The claim must be submitted to the bargaining unit employee's supervisor on the date of occurrence, if possible, but not later than the bargaining unit employee's next active duty shift;
- C. Upon recommendation of the immediate supervisor, the claim will be submitted to the Sheriff. The claim must be accompanied by the damaged equipment, personal property, or receipt. Any claims that are denied by the Sheriff shall be done in writing and within 10 days from the Sheriff's receipt of the claim reimbursement request.

Section 27: Firearms

- A. Authorized Semiautomatic Pistols
 1. Any bargaining unit employee wishing to carry a privately owned pistol must receive written authorization from the Sheriff.
 2. Privately owned pistols must be inspected by one of the Office Armorers and registered with the Office.
 3. The weapon must be carried utilizing the guidelines outlined in Office's policy and Procedure.
- B. Authorized Shotguns

1. Shotguns that are not the property of or issued by the Santa Fe County Sheriff's Office will be authorized for use only by written permission of the Sheriff and all privately owned shotguns must be inspected by one of the Office Armorsers.
2. The weapon must be carried utilizing the guidelines outlined in Office's policy and Procedure.
3. Deputies may not keep a department issued firearm if they are authorized to carry a personal firearm while on duty. Backup weapons are not included.

C. Authorized Shotgun Ammunition

1. 12 gauge .00 buckshot shall be the standard load for Office use.
2. 12 gauge shotgun slugs are also available for use by all commissioned personnel. Bargaining unit employees who wish to use 12 gauge shotgun slugs must qualify with slugs during regularly scheduled shotgun qualifications.

D. Authorized Privately Owned Rifles

1. Privately owned rifles must be approved in writing by the Sheriff and must be inspected by one of the Office Armorsers. They must also be registered with the Office.
2. The weapon must be carried utilizing the guidelines outlined in Office's policy and procedure.
3. Privately owned rifles allowed will be .223 caliber semiautomatic rifle or equivalent.
4. Scopes or any type of optical sights will not be permitted on privately owned Rifles unless the sight mounting system allows for the use of the factory iron sights (open sights) without removing the scope. This type of scope mounting system is commonly referred to as see-through mounts.

E. Off-duty Weapons

Sworn personnel of the Santa Fe County Sheriff's Office, who have successfully completed and have been duly certified by the Law Enforcement Academy, will be authorized to carry a handgun on their person while off-duty.

A. PROCEDURES

1. The weapon or weapons must be registered with the Office and inspected by an Office Armorer. The off-duty weapon must be worn as inconspicuously as possible.
2. Bargaining unit employees may carry, while off-duty, either an issued weapon or one purchased at the bargaining unit employee's expense. To ensure proficiency with the weapon, at a regularly scheduled shoot each bargaining unit employee shall qualify with his/her off-duty weapon according to the procedures outlined in Office Policy and Procedures.
3. The Office will sanction only those handguns (calibers) described in Section 32 for off-duty use.

No off-duty bargaining unit employee will carry on his/her person any firearm while indulging in alcoholic beverages in any form. No off-duty bargaining unit employee will carry on his/her person any firearm while attending a social function where alcoholic beverages are being served, nor will any bargaining unit employee carry on his/her person any firearm into any bar, nightclub, or fraternal club where alcoholic beverages are served. This section is not intended to limit the rights of a bargaining unit employee to carry a firearm in the same manner as unrestricted citizens, but rather to define the authorization to carry a firearm under the "color of law".

B. REPORTING THE DISCHARGE OF FIREARMS WHILE OFF DUTY

1. A bargaining unit employee who discharges his/her firearm while off-duty for any reason other than at an authorized firing range or in an authorized sport will immediately take the following steps:
 - a. Notify the on duty Shift Commander and request that a full report is made on the matter.
 - b. The Internal Affairs Division, if ordered by the Sheriff, may investigate an off-duty firearm discharge.
 - c. An off-duty discharge of a firearm may be considered a "Bargaining unit employee Involved Shooting" and thus the terms of Section 60-Critical Incidents may apply.

2. Miscellaneous Items

- a. The Office will furnish the following calibers of ammunition to members of the Office for the purpose of qualifications:
 - i. Handgun:
 - .357 SIG
 - 9 mm
 - .45 cal
 - ii. Rifle and Shotgun:
 - .223 cal
 - .308 cal
 - 12-gauge (.00 buckshot and slug)
- b. Bargaining unit employees firing other caliber handguns or rifles will furnish their own ammunition.
- c. If any type of modification is done to a privately owned firearm covered under this section, the weapon must be re-inspected by an Office Armorer, prior to being carried under the guidelines in this Agreement.

Section 28: Internal Affairs

- A. The Internal Affairs Unit is established as a staff investigative body, responsible to the Sheriff, for the purpose of conducting administrative investigations with four major purposes:
 1. Assist in maintaining Office integrity;
 2. Identify bargaining unit employee(s) guilty of misconduct so that they may be retrained and corrected, or if unacceptable for further public service, be removed through proper administrative action;

3. Protect innocent bargaining unit employee(s);
 4. Enable the Legal Advisor to render professional legal services to the Sheriff or his representative.
- B. This section establishes the guidelines for conduct of Internal Affairs interviews and the official relationship of the Internal Affairs Unit with all organized subdivisions of the Office. Discipline is a function of command. The existence of an Internal Affairs Unit does not lessen a supervisor's authority or responsibility. In an effort to ensure that interviews are conducted in a manner that is conducive to good order and discipline, the following guidelines are promulgated:
1. The interview of a bargaining unit employee shall be at a reasonable hour, preferably when the bargaining unit employee is on-duty, unless the purpose of the interview dictates otherwise. When practical, interviews should be scheduled at a reasonable time convenient to both parties. Interviews and investigations shall be concluded with no unreasonable delay. The bargaining unit employee under investigation must, at the time of the interview, be informed of the name and rank of the bargaining unit employee in charge of the investigation, the name and rank of the bargaining unit employee who will be conducting the interview, and the names of all persons present during the interview.
 - a. For the purposes of this section, any time a bargaining unit employee is in a paid status, he is considered on-duty. Bargaining unit employees shall be compensated during time spent being interviewed and interviews shall be conducted in accordance with the Peace Officer's Employer-Employee Relations Act of New Mexico. The timing of interviews for critical incidents will be determined by the investigator on a case by case basis.
 2. Interviews shall take place at a location designated by the investigating bargaining unit employee. Usually it will be in the offices of the Internal Affairs Unit.
 3. When a bargaining unit employee is directed to leave his/her post and report for an interview, the Investigator shall promptly notify the Shift Commander or the bargaining unit employee's immediate supervisor of the bargaining unit employee's whereabouts.
 4. The bargaining unit employee shall be informed of the nature of the investigation before any interview commences. The address of the complainants and/or witnesses need not be disclosed, however, sufficient information to reasonably apprise a bargaining unit employee of the allegations shall be provided. If it is known that the bargaining unit employee being interviewed is a witness only, he/she should be so informed at the initial contact. If the bargaining unit employee is not informed of the nature of the investigation, he/she shall not be required to answer any questions until he/she is informed.
 5. The bargaining unit employee shall not be subjected to any offensive language nor shall any member of the Internal Affairs Unit threaten him/her with transfer, dismissal or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.
 6. Interviews shall be limited in scope to activities, circumstances, events, conduct or acts that pertain to the incident that is the subject of the investigation. Nothing in this section shall prohibit questioning the bargaining unit employee about information that is developed during the course of the interview.

7. The complete interview of the bargaining unit employee shall be recorded and shall be transcribed. There will be no "off the record" questions or statements. All recesses called during the questioning shall be noted on the record. The tape recording shall be preserved and may be introduced as part of the Grievance.
 8. If the bargaining unit employee is under arrest or is likely to be, he/she shall be given his/her rights pursuant to the Miranda decision.
 9. In all administrative cases the law imposes no obligation, legal or otherwise, on the Office to provide an opportunity for a bargaining unit employee to consult with counsel or a personal representative when questioned by a supervisor or an Internal Affairs Investigator about the bargaining unit employee's employment or a matter relevant to his/her continuing fitness for Law Enforcement service. Nevertheless, in the interest of maintaining the usually high morale of the force, the Office shall afford an opportunity for a bargaining unit employee, if he/she so requests, to consult with counsel or a personal representative before being questioned, provided the interrogation is not delayed by more than 2 hours. The Internal Affairs Investigator may extend this for an additional hour. Counsel, if available, or a personal representative of the bargaining unit employee's choice, may be present during the interrogation.
 10. In the event it is determined that the complainant has falsified his/her statements, the Office may take whatever action it deems appropriate and the bargaining unit employee may, at his/her discretion, pursue whatever legal remedies are available.
 11. Any bargaining unit employee found to be knowingly withholding evidence or information or providing false testimony pertaining to an investigation will be subject to disciplinary action up to termination.
- C. The Internal Affairs Unit, when directed by the Sheriff or his designee, shall conduct administrative investigations and make appropriate reports of cases involving:
1. Allegations or complaints of misconduct of Office personnel which, if found to be true, would likely result in disciplinary or criminal proceedings against the offending parties;
 2. Allegations of misconduct or serious violations of the Standard Operating Procedures;
 3. Situations where a bargaining unit employee has been killed or seriously injured;
 4. Situations where any person has been killed or seriously injured by a bargaining unit employee, whether on or off-duty;
 5. Situations involving the discharge of firearms by Office personnel acting in a real or assumed official capacity, other than for lawful sport or approved firing at the firing range;
 6. Complaints by Office personnel of internal harassment, threats, unjust treatment or false accusations;
 7. Any other incident when directed by the Sheriff or his designee.
- D. All files and reports of investigations by the Internal Affairs Unit are confidential. They are intended for the exclusive use of the Sheriff, or whomever he deems necessary. Actual files, Photostats or abstracts may be released only upon the specific approval of the Sheriff, or in

compliance with a lawful court order. An individual bargaining unit employee shall have the right to review his/her own Internal Affairs files along with his/her personal representative, if requested in writing after the completion of the investigation.

E. Duties of Office Personnel.

1. Sworn supervisors will initiate investigations of breaches of conduct of personnel under their supervision when a suspected infraction is observed or a complaint or allegation is tendered to them regardless of the source of the complaint or allegation. Supervisors who fail to initiate an investigation or take appropriate action when infractions are observed by or reported to them will be subject to disciplinary action up to termination.
2. Alleged or suspected serious violations of the law, rules and regulations and/or misconduct by bargaining unit employees shall be reported immediately in writing to the on-duty commander after receiving information of such misconduct. In all serious situations involving Office personnel, the supervisor shall immediately notify Internal Affairs. This obligation is waived in those cases where a supervisor has direct knowledge that a written report of the same incident or allegation has already been submitted. This waiver does not relieve a supervisor of the requirement to submit any other reports or information called for in the course of an investigation.
3. The following categories of offenses/allegations need not be reported to Internal Affairs by the appropriate supervisor: (The minor incidents hereinafter set forth are not intended to be all inclusive.)
 - a. Tardiness in reporting for duty;
 - b. Improper wearing of the uniform;
 - c. Failure to carry and/or maintain official equipment;
 - d. Failure to report back in service upon completing an assignment or busy status;
 - e. Non-serious traffic accidents;
 - f. Complaints or allegations relative to differences of opinion between bargaining unit employees and citizens over the issuance of a citation unless there is an allegation of a violation of law or Office order on the part of the bargaining unit employee.

F. Internal Affairs activities are limited to investigations only; recommendations are the prerogative of the supervisor.

G. Following the completion of a complaint investigation, the Sheriff will review the case and may consider the comments or recommendations of the Division Commanders and supervisors under his direction.

H. The Sheriff, after reviewing the complete investigation, will classify the case as one of the following:

1. Sustained – the allegation is supported by sufficient proof.
2. Non-sustained – the evidence is insufficient to prove or disprove the allegation.

3. Unfounded – no basis for the complaint.
 4. Exonerated – the incident complained of was lawful or proper.
- I. Bargaining unit employees will be notified by the Internal Affairs Unit of findings within 10 days after final disposition of their cases.
 - J. To avoid conflict or possible interference it is vital that members of the Internal Affairs Unit and other bargaining unit employees involved in investigations that are of mutual concern understand their official relationships.
 1. Internal Affairs investigations are aimed primarily at determining the facts and circumstances relating to a bargaining unit employee's conduct. Internal Affairs may call upon other units of the Office for support.
 2. The activities of the Internal Affairs Unit and those of Criminal Investigators will, of necessity, overlap in many areas. In those instances, the bargaining unit employees involved should work in harmony in the best interest of determining the truth.
 - K. When an Internal Affairs Unit investigation indicates a bargaining unit employee is likely to be charged with the commission of a crime, the Investigators will continue only in accordance with the Constitutional safeguards normally employed for all criminal suspects.
 - L. The Sheriff can, by written directive, order any bargaining unit employee to submit to any deception detecting examination or technique, including but not limited to the following types: mechanical, medical or psychological.

When a bargaining unit employee is under investigation by the Office for alleged actions that could result in administrative sanctions being levied, the provisions, rights and remedies of NMSA 1978, Section 29-14-1 et seq. shall apply. In addition, the following provisions are agreed to:

1. Examiner opinions constitute but a single element of all information that becomes available during a complete and thorough investigation.
 2. The polygraph or other examiner shall not attempt to coerce a confession from the examinee. Such conduct will be considered a violation of NMSA 1978, Section 29-14-1 et seq.
 3. The provisions of this section shall apply whether the examination is mechanical, medical or psychological.
 4. Polygraph examiners utilized by the Santa Fe County Sheriff's Office shall have been trained at a reputable course of instruction accredited by the American Polygraph Association and shall be qualified as experts under the New Mexico Rules of Evidence and have a valid Polygraph Examiner's license.
 5. Prior to conducting any polygraph examination, the examiner shall be given full and unrestricted access to the investigative materials to that point and the examiner may utilize this in formulating his/her questions.
- M. When the investigation results in Office charges being filed against a bargaining unit employee, that bargaining unit employee upon request will be provided access to all reports of the investigation which will contain all known material facts on the matter including any tape recordings.

- N. Each level of command and/or supervision will have a minimum of 5 working days to review and make comments and recommendations on any disciplinary action once the investigation is completed.

Section 29: Disciplinary/Criminal Action

- A. The County reserves the right to investigate all allegations of a Bargaining Unit Employee's misconduct and poor performance, and to discipline the bargaining unit employee as it determines to be necessary.
- B. A bargaining unit employee may be placed on administrative leave with pay during an investigation involving that bargaining unit employee.
- C. No documentation related to the matter will be placed in the bargaining unit employee's Human Resources File until the investigation is completed. Disciplinary actions will not be placed in a bargaining unit employee's Human Resources File until all administrative remedies are exhausted.
- D. Bargaining unit employees will cooperate in all investigations conducted by or on behalf of the Sheriff. Failure to cooperate may be the basis for disciplinary action up to and including termination. Providing false testimony in a grievance hearing or an internal investigation is considered failure to cooperate.
- E. Prior to the imposition of discipline other than a verbal or written reprimand or warning, the bargaining unit employee will be advised of the charges against him/her and given an opportunity to respond. The response may be verbal or in writing. When responding to allegations, a representative of his/her choosing may accompany the bargaining unit employee. The representative may present the bargaining unit employee's side of the issue or assist the bargaining unit employee in doing so. The bargaining unit employee may also choose to present his/her side of the issue without representation. The bargaining unit employee will be allowed up to 2 hours to get his/her representative to a designated area.
- F. Nothing in this section shall prevent the County from disciplining a bargaining unit employee for just cause.
- G. NMSA 1978, Sections 29-14-1 to 29-14-11 (as amended), shall be binding upon all parties.
- H. When a bargaining unit employee is charged with a criminal offense, a judicial determination of acquittal or not guilty, shall not bar enforcement of this Agreement or of the Office's Standard Operating Procedures if they are otherwise applicable to the bargaining unit employee's action.
- I. Suspensions may exceed 30 days only when a Deputy is charged in a criminal matter and is unable to receive a judicial determination of guilt or innocence within 30 days from the date of the charge that led to the suspension.

Section 30: Grievance Procedure

- A. A bargaining unit employee may have representation at any time or step in the disciplinary grievance procedure.
- B. As a condition of employment, bargaining unit employees are required to appear as witnesses in grievance hearings when requested by the County. Any bargaining unit employee who is called by the County to be a witness during working hours shall be paid at his/her regular rate. The

bargaining unit employee will be required to return to work when he/she is no longer needed as a witness.

- C. Bargaining unit employees who are called to be witnesses by the County during time off shall be paid at his/her regular rate for the time spent at the hearing. This time will be computed in accordance with the Fair Labor Standards Act.
- D. In lieu of scheduling a grievance hearing, a bargaining unit employee and his/her supervisor may agree in writing to attempt to resolve a disciplinary action through mediation.
- E. Binding arbitration will be used for all disciplinary grievances. Disciplinary grievances may be requested for:
 - 1. Suspension,
 - 2. Demotion, and
 - 3. Termination, as taken by the County.
- F. Pre-Disciplinary Grievance Hearing
 - 1. Request for pre-disciplinary Hearing: Within five (5) working days of receipt of the recommended disciplinary action from the Department/Elected Official, the employee may request a pre-disciplinary hearing by notifying the Human Resources Director and the Department Director/Elected Official, in writing.
 - 2. Pre-disciplinary Grievance Hearing Process: Within five (5) working days of receipt of the request for a pre-disciplinary hearing, the Human Resources Director or designee shall schedule a time, date and location for the pre-disciplinary hearing. The time, date and location of the pre-disciplinary grievance hearing can be revised upon written agreement of both parties.
 - 3. The Human Resources Director or designee and the appropriate Department Director/Elected Official or designee shall meet with the employee and the employee's representative, if any, at the appointed time, date and location. At this Pre-disciplinary grievance hearing, the employee shall have opportunity to respond to the recommended disciplinary action. The County Attorney or designee may also be present. Pre-Disciplinary hearings may be recorded.
 - 4. The Human Resources Director or designee will issue a decision within five (5) working days of the pre-disciplinary hearing. The written decision shall include the date, time and location of the meeting; persons present; and the determination. The written decision shall be either delivered directly to the employee (obtaining employee's signature of receipt of the decision) or be sent to the employee by certified mail, return receipt requested. A decision to suspend or demote an employee by the Human Resources Director is final.
 - 5. Within five (5) working days of receipt of the decision, or seven (7) working days of the date sent via certified, return receipt mail, the employee has a right to appeal the decision of the Human Resource Director to the County Manager if the Human Resources Director's decision is termination.
 - 6. The County Manager will render a written decision based upon review of all documentation, within ten (10) working days of receipt of the employee's appeal request. The County

Manager's Decision will be hand delivered or mailed by certified mail, return receipt requested.

Section 31: Arbitration

- A. This procedure shall be the sole and exclusive method for either party to resolve any and all claims arising from the grievance process or a disciplinary process which resulted in suspension, demotion or termination.
1. Prior to a request for binding arbitration the procedure for the settlement of the grievance or disciplinary appeal process, must have been exhausted.
 2. The Coalition, employee, or past employee must serve a request for arbitration on the Human Resources Director, within ten (10) days from completion of the final grievance step or completion of the disciplinary process, along with Federal Mediation and Conciliation (FMCS) arbitration form R-43 and a check for half of the fee to obtain a list of seven arbitrators. The Coalition or the employee shall only complete Section 2 of the form and the signature block at Section 9, or similar sections of the form if the form is revised, prior to submitting the form to the County. The County will complete the form exclusive of section 2 and a check for half of the fee to obtain a list of seven arbitrators and shall serve the form and a request for arbitration on the Coalition President. Failure to include the signed form completed as instructed above and/or failure to include a check is a waiver of the right to arbitration.
 3. Within ten (10) days from receipt of the request for arbitration, the County will submit the form seeking a list of seven arbitrators to (FMCS) and a copy to the other party. Failure to timely submit the form shall entitle the party seeking arbitration to submit a form seeking a list to the FMCS.
 4. For the purpose of this Article, days mean workdays to include Monday through Friday and not to include holidays or time when the County Administrative Offices are closed. The parties will make an effort to hand-deliver any documentation or correspondence related to the arbitration process, which will be considered served immediately upon delivery. In cases where hand delivery is not practical, such materials will be mailed priority, certified return receipt requested and will be emailed to the Human Resources Director or to the bargaining unit employee if the County has a personal email address, and to the Coalition President and will be considered served effective when the email is sent.
- B. The County and the Coalition shall select an arbitrator in the following manner:
1. Each party will strike on (1) name alternately until a single name remains and he or she shall be the Arbitrator. The party initiating arbitration shall strike the first name from the FMCS list of arbitrators.
 2. The County shall write to the arbitrator to advise that they have been selected to conduct the arbitration, providing the arbitrator with a copy of this article governing arbitration and contact information for both parties.

- C. An arbitrator may conduct pre-hearing conferences telephonically with the parties, to include motions for discovery, scheduling of exchange of exhibits and a list of witnesses with a summary of the anticipated testimony, and other pre-hearing items. The arbitration will be held in the Santa Fe County. The arbitration shall be held within sixty (60) days of notification of selection of the arbitrator, absent agreement in writing signed by the parties extending that deadline.
- D. The Arbitrator shall decide issues of arbitrability prior to hearing the merits of the case. If the Arbitrator determines the case is arbitrable, then the Arbitrator shall consider the facts of the grievance in arbitration and following the hearing shall prepare and submit to the parties, in writing, a report and decision within thirty (30) calendar days or as close thereto as possible after the conclusion of the hearing or submission of briefs, whichever is later. Arbitration shall be conducted according to the rules established by the FMCS.
- E. The grievant, e.g. the party alleging the violation of this Agreement, shall have the burden of proof in grievances. The County shall have the burden of proof in disciplinary actions. The party with the burden of proof shall present its case first. The standard of proof shall be preponderance of the evidence. At the hearing, the parties may offer evidence that is relevant to any issue being considered by the arbitrator. The arbitrator shall be the judge of the relevancy of the evidence offered. Legal rules of evidence shall not strictly apply.
- F. The cost of services of the Arbitrator shall be shared equally by the parties. Each party will be responsible for compensating its own witnesses and representatives. The arbitrator may require the parties to place in escrow two thousand dollars (\$2000) each to be applied to the arbitrator's fees, expenses, and costs. If the fees, expenses, and costs exceed the amount in escrow, the parties will share the additional fees, expenses, and costs equally. If the fees, expenses, and costs are less than the amount in escrow, the unused escrow funds shall be divided evenly between the parties.
- G. The Arbitrator shall have the authority to determine if there was just cause for any disciplinary action. However, in no case shall he/she have the power to add to, nor subtract from, or modify this agreement, nor shall he/she substitute his/her discretion for that of the employer where such discretion has been retained by the employer, nor shall he/she exercise any responsibility or function of the employer.
- H. The Arbitrator's award in disciplinary cases is limited to back pay and/or reinstatement, or reinstatement to a similar position at the parties' discretion if irreconcilable personality conflicts exist. The award shall be limited to the amount of wages and benefits the employee otherwise would have earned subject to discount based on any earnings or compensation received by the grievant including, but not limited to, unemployment insurance benefits. The employee has an obligation to mitigate his/her damages. The arbitrator may not award attorney's fees, punitive damages, general compensatory damages, or costs.
- I. The Arbitration Award shall be considered an award issued under the provisions of the State's Uniform Arbitration Act.
- J. The hearing on the merits shall be tape recorded. Either party may arrange for the hearing on the merits to be recorded by stenographic means. The cost of creating a transcript shall be borne by the party requesting the transcription/stenographer.

Section 32: Shift Assignments

- A. Shifts will be assigned by the process of shift bidding for Bargaining Unit Employees assigned to the Patrol Division. Such shift bidding will be conducted by seniority (as defined in this CBA) every 6 months. This Shift Bidding rotation shall be implemented within 120 days of the signing of this Agreement.
- B. The Association will submit to the Sheriff or designee a list of all bargaining unit employees and the shift they are requesting no less than 30 days prior to the effective date of the schedule. If a list is not provided 30 days or more in advance, the Sheriff or designee may assign shifts accordingly.
- C. A bargaining unit employee from another division to the patrol division, either voluntary or involuntary during a 6 month rotation will be assigned to a vacant position by the Sheriff or designee. The bargaining unit employee will be allowed to bid for assignment at the completion of the rotation.
- D. Days off will be rotated every 8 weeks for bargaining unit employees assigned to the Patrol Division.
- E. The Sheriff, with the input of the NMCP SO/SFCDSA and the potentially affected bargaining unit employees, may implement shift and days off rotation for those Patrols excluded by subsections A and B.
- F. Nothing in this section shall limit the right of the Sheriff to temporarily, for a maximum of ninety (90) days, modify shifts and days off to address emergencies, staffing shortages, and/or shifts staffed without adequate numbers of experienced employees. After ninety (90) days, the Sheriff and the NMCP SO/SFCDSA will meet to evaluate the status of the temporary modification.
- G. Bargaining unit members will work five (5), eight (8) hour shifts unless otherwise approved by the Sheriff. These shifts will consist of two (2) consecutive days off.
- H. The Sheriff may establish permanent patrol districts based on personnel and calls for service. The shift supervisor will be responsible for assignment of districts.

Section 33: Special Orders

All special Orders will be placed in an accessible centralized location for all bargaining unit employees.

Section 34: Critical Incidents

- A. Bargaining unit employees who are involved in any type of traumatic critical incident, including but not limited to a incident involving the injury or death of a co-worker, a death involving a young child or a "Deputy involved shooting", the bargaining unit employee will be offered assistance through the Employee Assistance Program or the Office's Chaplain Program.
- B. When a bargaining unit employee is involved in a "deputy involved shooting" or is injured in the line of duty, the Sheriff or his/her designee will refrain from releasing a bargaining unit employee's name or identity to media agents, until the bargaining unit employee's immediate family has been notified.

Section 35: Retirement

Santa Fe County shall provide the eligible employees PERA benefits under Municipal Police Plan 5. The County will pay 56.8% of the employee's contribution toward the Municipal Police Plan 5.

Section 36: Holiday and Premium Pay

- A. Legal holidays for bargaining unit employees as observed by Santa Fe County, will consist of the following days:
- New Year's Day
 - Dr. Martin Luther King Jr.'s Birthday
 - Columbus Day
 - Memorial Day – the last Monday in the month of May
 - Independence Day
 - Labor Day – the first Monday in the month of September
 - Veteran's Day
 - Friday, the day after Thanksgiving Day
 - Christmas Day
 - 1 Personal Holiday
- B. Bargaining unit employees who do not work on a holiday shall be paid for their scheduled work hours at their straight time rate. Work performed by a bargaining unit employee on a holiday will be compensated at the bargaining unit employee's straight time rate plus time and one-half that rate for their regular scheduled shift. This pay will be referred to as Holiday Premium Pay. Thereafter, work will be straight time unless the bargaining unit employee qualifies for Overtime under the Overtime provision of the Agreement.
- C. To receive Holiday Premium Pay, bargaining unit employees must be in a work status or leave with pay status, or on their regular day off the day preceding and the day following a holiday.
- D. If a holiday occurs while a bargaining unit employee is on annual leave or sick leave, the bargaining unit employee will receive straight time pay for the holiday and the day will not be charged against the employee's accrued annual or sick leave.
- E. If a holiday falls on a bargaining unit employee's scheduled day off, the employee shall be paid at his/her straight time rate for the hours in his/her regular workday.
- F. The bargaining unit employee must submit to his immediate supervisor a request to take a personal holiday 5 working days prior to the date requested. Approval is subject to the Sheriff's Office manning requirements as determined by the Sheriff. Personal holidays must be taken in full workday increments and are not cumulative from fiscal year to fiscal year, and shall not be compensated for upon separation from County employment.
- G. In filling the routine requirements for holidays, bargaining unit employees shall be assigned from a roster of those employee's scheduled to work on the holidays.
- H. If a holiday must be rescheduled due to a declared emergency, bargaining unit employees will take the alternate date designated.

Section 37: Wages

- A. Salary increases based on the pay scale attached hereto as Exhibit A shall become effective the first full pay period after the effective date of the contract. Bargaining unit members whose anniversary date is between October 18, 2015 and the effective date of this contract shall receive a pay increase commensurate with the attached pay scale effective the first full pay period after the effective date of the contract. This pay scale will be effective through December 31, 2016.
- B. Upon eligibility for promotion to Deputy I, Deputy II, and Deputy II, if a bargaining unit member is not promoted, the employee will remain at their existing pay rate in the pay scale.

Section 38: Overtime/Compensatory Time

- A. Hours worked in excess of 40 hours in a regular workweek shall be considered as overtime. Overtime shall be paid at one and one half hours for each hour worked for eligible employees pursuant to the Fair Labor Standards Act. Holidays (covered under section 40) will be counted as hours worked for overtime calculation purposes.
- B. A bargaining unit employee designated workweek shall not be changed to avoid the payment of overtime. Schedules, shifts or days off will not be changed solely to avoid the payment of overtime except in mitigating circumstances (i.e. training, emergencies, length of time on duty, etc.)
- C. In lieu of payment of overtime, a bargaining unit employee may request compensatory time. A bargaining unit employee may accumulate no more than 80 hours of compensatory time.
- D. A bargaining unit employee who terminates his/her employment shall be paid for any unused compensatory time.

Section 39: Shift Differential

- A. Bargaining unit employees working Swing Shift hours (2:00 p.m.-10:00 p.m.) will receive a Shift Differential pay of 5% of their hourly rate for hours worked.
- B. Bargaining unit employees working a Split Shift will receive a Shift Differential pay of 7.5% of their hourly rate for hours worked.
- C. Bargaining unit employees working Graveyard Shift hours (10:00 p.m.-6:00 a.m.) will receive a Shift Differential pay of 10% of their hourly rate for hours worked.

Section 40: Specialty Pay

- A. Bargaining unit employees may receive pay for assignment to a maximum of two (2) specialized duty assignments at any one time. In order to apply for specialty or additional duty positions you must have 2 continuous years with the Sheriff's Office or one (1) year of continuous service with the Sheriff's Office plus at least one (1) year of prior law enforcement experience. If there are no applicants for a special duty assignment, the Union and the Sheriff's Office may agree to a waiver of the prior service requirement for that particular assignment.

1. Canine Handler – Bargaining unit employees who are assigned the responsibility for the care and handling of an office-owned canine will be compensated for forty-five (45) minutes per day, seven (7) days a week for care and cleanup of office-owned canines.
2. Detective – Bargaining unit employees who are assigned to the Criminal Investigations Division/Narcotics Unit, will be compensated at the rate of \$310 per month.
3. Field Training Officer (FTO) – Bargaining unit employees below the rank of Sergeant designated by the Department as a Field Training Officer will be compensated at the rate of \$130.00 per month.
4. S.W.A.T. Team – Bargaining unit employees below the rank of Lieutenant who are assigned as a regular member of the S.W.A.T Team will be compensated at the rate of \$100.00 per month.
5. Traffic Accident Investigation Unit (Fatal Team) – Bargaining unit employees who are assigned to the Traffic Accident Investigation Unit (Fatal Team) will be compensated at a rate of \$100.00 per month.
6. Warrant/Fugitive Division- Bargaining unit employees who are assigned to the Warrant/Fugitive Division will be compensated at a rate of \$100.00 per month.

Section 41: On-Call Time

- A. The Sheriff or designee may place bargaining unit employees on on-call status. On-call status occurs when a bargaining unit employee is required to be available for immediate call out by telephone or pager. A bargaining unit employee who does not respond to a call out, does not report for duty in a timely manner, or is not fit for duty may face disciplinary action.
- B. Bargaining unit employees will not be placed on on-call status while on leave.
- C. A bargaining unit employee assigned on-call status will be granted 8 hours of compensatory time for each full week completed. A bargaining unit employee who completes less than a week of on-call status will be granted .0625 hours of compensatory time per hour of on-call status.

Section 42: Court Time

- A. Bargaining employees who are subpoenaed or ordered to attend court or court related matters while off-duty will be paid and their time at court will count as hours worked for purposes of calculating overtime. Bargaining unit employees will be awarded a minimum of 2 hours worked for their court appearance even if their actual time spent at the courthouse is less than 2 hours compensated for actual time worked in court. In the event that a bargaining unit employee is scheduled for more than one court appearance on the same off duty day, the deputy will be awarded 2 hours worked for each court appearance so long as there is more than 2 hours between the end of the first appearance and the beginning of the second appearance. Bargaining unit employees will not be awarded time worked for cancelled court appearances unless court is cancelled on the same day, in which case the bargaining unit employee will be awarded a minimum of 1 hour of time worked regardless of the number of appearances cancelled for that day.
- B. This section shall not apply for court appearances that immediately precede or immediately follow a bargaining unit employee's regular work shift.

Section 43: Call Back

- A. When a bargaining unit employee is called back to work after his/her regularly scheduled shift, the bargaining unit employee is guaranteed at least 2 hours work as directed by the Sheriff or his designee and will be paid for actual hours worked.
- B. This section shall not apply if the Deputy is called to work within 1 hour of the beginning or 1 hour of the end of his/her regularly scheduled shift.

Section 44: Annual Leave

- A. Bargaining unit employees covered by this Agreement shall be eligible to take annual leave with pay after accruing such leave and after obtaining prior supervisory approval.
 - 1. Based upon years of service to the County, bargaining unit employees shall accrue vacation leave at the following schedule:

<u>Full Years of Service</u>	<u>Annual Leave Bi-Weekly Accrual</u>	<u>Annual Accrual</u>
1-4	4.62 HRS.	15
5-9	6.13 HRS.	20
10-14	6.46 HRS.	21
15-19	7.08 HRS.	23
20-25+	7.08 HRS.	23

- B. When a legal holiday falls during a bargaining unit employee's vacation, the day shall not be charged as vacation leave but as a holiday. After annual leave has been exhausted, leave without pay may be used to supplement vacation leave up to a maximum amount of vacation leave utilized if approved by the Sheriff or designee.
- C. Upon termination of employment, a bargaining unit employee will be paid for all accrued annual leave. Payment for unused annual leave shall be at the bargaining unit employee's regular rate of pay at the time of termination.
- D. During each full calendar year of employment bargaining unit employees may carry forward the following accrued hours of annual leave into a new calendar year:

0 - 4 years of continuous service	240
5 - 9 years of continuous service	280
10 - 14 years of continuous service	300
15 years and above of continuous service	320

Section 45: Sick Leave

- A. Sick leave is accrued by bargaining unit employees at a rate of 3.12 hours per pay period.
- B. Sick leave may be granted for absence from duty for personal illness, injuries, legal quarantine, or to care for a sick member of the bargaining unit employee's immediate family. Sick leave may be used for scheduled physicians and chiropractors appointments. An "immediate family member" is defined as a spouse, child, parent, sibling, grandparent, grandchild, step-parent, step-child, step-sibling, foster child, father-in-law, mother-in-law, son- and daughter-in-law.

- C. The parties agree to meet to explore alternatives for implementing a sick leave pool that would permit an employee to donate a portion of his/her sick leave to other Office personnel who have exhausted their sick leave and are not released to return to work.
- D. Bargaining unit employees are required to provide a physician's certification for absences due to sick leave of 3 consecutive days or more. Bargaining unit employees may be required to provide a physician's certification for requested sick leave.
- E. Bargaining unit employees may be disciplined, to include possible termination of employment for taking of sick leave for reasons other than those detailed in paragraph B of this section.
- F. Bargaining unit employees requesting sick leave must notify their immediate supervisor if available, or the on-duty supervisor, if the immediate supervisor is not available. at least 60 minutes prior to the beginning of their scheduled work shift.
- G. Bargaining unit employees who request sick leave during their work shift must notify their supervisor prior to being dismissed from their work assignment.

Section 46: Emergency Leave

Emergency leave will be granted for up to 3 days following the death of an immediate family member (spouse, child, step-child, parent, mother/father in-law, siblings, grandparent and grandchildren). Emergency leave shall be granted at Administrative Leave with pay and not charged to accrued sick leave or annual leave of the bargaining unit employee.

Section 47: FMLA

Please refer to Santa Fe County Human Resources Handbook.

Section 48: Military Leave

Please refer to Santa Fe County Human Resources Handbook.

Section 49: Injury Timer/Workers Compensation

Please refer to Santa Fe County Rules and Regulations.

Section 50: Light Duty

- A. The Sheriff, in consideration of workload requirements, Office priorities, and the capability and suitability of a bargaining unit employee to perform specified duties, may grant light duty following a non-work related injury or illness. Light duty assignments may be granted and revoked by the Sheriff or designee. Such decisions are not grievable.
- B. Any request must be submitted in writing to the Human Resources Director and must be accompanied by a physician's statement detailing the bargaining unit employee's diagnosis, limitations, prognosis, and expected date of release to full duty.
- C. Bargaining unit employees who are assigned a take-home vehicle will surrender that vehicle to the appropriate Division Commander while on light duty status. Bargaining unit employees will

be assigned a take-home vehicle upon full release from their physician and their return to normal duty status.

Section 51: Promotions

- A. Except as limited by this Agreement, the Sheriff is responsible for promulgating and implementing promotional procedures consistent with the Santa Fe County Human Resources Management Rules and Regulations and applicable State and Federal Laws. The NMCPSO/SFCDSA may provide input in writing regarding the improvement of the efficiency and effectiveness of the promotional process. For promotional testing and transfers to specialized divisions, suspensions older than 5 years (Provided that no other disciplinary actions, including written reprimands, have been imposed during that period) will not be considered. The following non-probationary sworn positions shall be covered under this section and shall wear the following Chevrons on duty uniforms to signify his or her status: Deputy I (no Chevron), Deputy II (No Chevron), Deputy III (1 stripe Chevron), Corporal (2 stripe chevron), and Sergeant (3 stripe Chevron).
- B. Bargaining Unit employees who are demoted or who do not successfully complete the trial and evaluation period of a newly promoted Deputy, Corporal or Sergeant shall not be eligible to apply for a promotion for a period of twelve months after the date of demotion or date of reclassification after unsuccessful completion of the trial and evaluation period.
- C. A lateral hire, upon completion of the probationary period, shall become a bargaining unit employee covered by this Agreement. Upon completion of the probationary period, lateral hires will be placed on the pay scale adopted pursuant to this Agreement with credit for work as a law enforcement officer prior to employment with the County. Lateral hires shall receive credit for the number of years they served as a law enforcement officer prior to joining the County with a minimum of two years and up to a maximum of five years credit. Lateral hires will only receive credit for prior experience if they are certified by the State of New Mexico Department of Public Safety or receive certification by waiver through the State of New Mexico Department of Public Safety. Lateral employees will move into the next salary step upon reaching his or her subsequent employment anniversary date. Credit with prior law enforcement experience will be counted for Deputy III only.
- D. Upon completion of a minimum of 12 months as a Deputy I, Deputies may be eligible for promotion to Deputy II if they have demonstrated satisfactory job performance and if funds are available. In addition to the current ranks within the department, the rank of Deputy III/Senior Deputy exists. Attainment of the rank of Deputy III/Senior Deputy shall be based upon 7 years of continuous service with the Sheriff's Department. In order to be eligible for the position of Deputy III, the Deputy must demonstrate a satisfactory job performance as a Deputy II.
- E. Deputy II and Deputy III promotions are non-competitive. Non-competitive means there is not a series of tests or interviews in which the Deputy is ranked and then selected. A Deputy may be promoted if the Deputy successfully completes the steps outlined below and satisfies the service and performance criteria.
- F. Process for Deputy II and Deputy III Promotion

Step 1

A memorandum from the deputy who is eligible for a position is necessary to initiate the promotion process. This memorandum shall be submitted at least two (2) months before the deputy's promotion eligibility date. The memorandum shall be addressed to the deputy's immediate supervisor and may contain letters of recommendation.

Step 2

The immediate supervisor will prepare a new performance evaluation if one is needed. A new performance evaluation is not needed when the last evaluation on the deputy was conducted within six months of the promotion eligibility date. The immediate supervisor must obtain the most recent two evaluations concerning the deputy. The evaluations must demonstrate adequate job performance. The supervisor is also responsible for researching the eligible deputy's official human resources file to search for any disciplinary actions. Disciplinary actions older than five (5) years will not be considered in this promotional process as long as no other disciplinary actions have been imposed. The supervisor must further complete a memorandum of recommendation addressed to the Sheriff. The supervisor must forward to the Sheriff or designee the following items:

- Initial memorandum by eligible deputy
- All letters of recommendation
- Recommendation memorandum from immediate supervisor
- Most recent two performance evaluations
- New evaluation if applicable
- Disciplinary actions if applicable

This step must be completed within three (3) weeks of the receipt of the deputy's initial memorandum.

Step 3

The Sheriff or designee will review and consider the information that is submitted by the supervisor. The Sheriff or designee will make a decision to promote or not promote the deputy based upon the criteria in Section 55 of the union contract, and the information provided by the eligible deputy and the immediate supervisor of the eligible deputy. The Sheriff or designee will notify the deputy of his/her decision in writing within five (5) working days of the decision. The Sheriff will provide all appropriate paperwork to Human Resources to process the promotion. The packet will be forwarded to Human Resources for processing within three (3) weeks of receipt of the eligible deputy's immediate supervisor's packet to the Sheriff or designee. Human Resources will process all paperwork to promote the deputy. The deputy will receive any applicable pay increases in accordance with Section 41 of the union contract. When pay increases are applicable, the increase will be effective the first full pay period after the date the deputy is eligible for promotion.

If a deputy is not promoted, he or she may resubmit a memorandum requesting promotion five (5) months after the deputy's original eligibility date. Resubmissions will follow all steps described above. If the deputy is granted the promotion, the applicable pay increases will be effective the first full pay period six months after the eligible date.

G. Eligibility for Corporal and Sergeant Ranks

To be eligible to participate in the Corporal promotional process a Deputy must have completed 4 years of service as a Deputy II or hold the rank of Deputy III and must have completed 4 years continuous service with Santa Fe County Sheriff's Office. However, lateral Deputies who have attained Deputy III, have less than 4 years continuous service with Santa Fe County's Sheriff's

Office and otherwise meet all other eligibility requirements as set forth by Santa Fe County's Sheriff's Office Policies and Procedures and the NMCPSO/SFCDSA union Contract/Santa Fe County Sheriff's Association to test for Corporal will be eligible to test for Corporal. To be eligible to participate in the Sergeant promotional process a Deputy must have completed a minimum of 6 years of continuous service with the Sheriff's Office, as a sworn Deputy AND must have one (1) year experience as a Corporal.

H. Promotional Process for Corporal and Sergeant

1. The County Human Resources Department will oversee the preparation, administration and scoring of the promotional process.
2. Deputies will be notified of suggested preparatory reference and/or study materials at least 3 months prior to the date of a promotional examination. The dates and location of the administration of written examinations will be announced at least 30 days in advance. Other types of examinations will usually be scheduled within 30 days following the administration of written examinations.
3. Unexpected delays, changes in location, or other rescheduling of promotional examinations after the original announcement shall require that reasonable advance notice are given to participating Deputies.
4. The Sheriff will forward the list of eligible candidates having the prerequisites to take the promotional examination to the Human Resources Department prior to posting written examination date

I. Requirements

1. All eligible Deputies who wish to participate in an announced promotional examination must sign a request roster to be posted in the County Human Resources Director's Administrative office within the time announced.
2. All eligible Deputies who are on the request roster will be required to take the written examination. Those qualifying with a passing score of a minimum of 70% or better for Sergeant and 65% or better for Corporal will be permitted to participate in subsequent portions of the promotional process.
3. Failure to appear for the examination or interviews will result in termination of the promotional process for the individual concerned.
4. Requirements for completion of the promotional process will not be waived. The County Human Resources Director may approve rescheduling of portions of the promotional process on an individual basis to accommodate extreme circumstances.

J. Promotional Process Factors

1. Eligibility for promotional lists shall be based upon results of the written examination if a passing score of 70% or higher for Sergeant and 65% or higher for Corporal was obtained, oral examination and performance review.

2. Candidates must successfully complete all phases of the promotional process to be considered for promotion to Corporal or Sergeant.
3. Promotional lists shall be valid for 1 year from their date of publication.
4. The Sheriff will select for each promotion from the 3 candidates with the highest overall scores on the promotional list.
5. HR will compile a list of eligible candidates.

K. Trial Period and Evaluation of Newly Promoted Deputies Corporal or Sergeant

1. All Deputies promoted to the rank of Corporal or Sergeant will initially be appointed for a 6-month trial period. During this period, a Deputy may be reduced to his/her former rank and rate of pay by the Sheriff.
2. All newly promoted Deputies will be evaluated at the end of their trial period.

L. If the Sheriff chooses to fill a Corporal or Sergeant position on a temporary basis, he shall select a Deputy from the next lower rank under the following guidelines:

1. The temporary promotion is made only to fill the vacancy of a person holding a permanent rank.
2. Selection of the Deputy shall be accomplished by the Sheriff or designee.
3. The temporary promotion will not exceed 6 months in duration.
4. No temporary promotion will be made to fill a vacancy of 5 working days or less.
5. The effective date of the promotion shall be the first full pay period after the duties were assumed.
6. All applicable County forms will be completed and approved.
7. When the Deputy fill the duties of a supervisor under this section, that Deputy will be compensated at 5% of his/her base rate or entry level base rate of the supervisory position they are assuming, whichever is greater.
8. The Deputy(s) selected for temporary promotion will assume all of the duties and responsibilities of the person they are replacing and will be held accountable for the same.
9. The Sheriff shall cause a Department memorandum to be issued in all instances when a temporary promotion is affected or terminated.

M. Eligibility for Specialty Pay

Bargaining unit lateral employees shall complete 2 years of continuous service with Santa Fe County Sheriff's Office to be eligible for incentive positions (investigations, SWAT, FTO, Fatal Team, Warrants.) The two year requirement may be waived upon mutual agreement between the Union and Management.

Section 52: Tuition and Educational Assistance

Please refer to Santa Fe County Human Resources Handbook.

Section 53: Immunization

- A. Where health insurance and/or Workers Compensation do not cover medically necessary immunization for work related exposure to contagious disease, the County will provide reimbursement for the cost of such medical treatment for the employee and immediate family. This provision shall not apply to bargaining unit employees who have been offered and have declined the opportunity to participate in a County subsidized health insurance program.
- B. OSHA guidelines and Laws will be adhered to as they pertain to immunizations for Law Enforcement personnel.

Section 54: Severability

In the event that any of the provisions of this Agreement shall be declared by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining portions thereof. In such event, the parties shall meet within a reasonable time to attempt to negotiate a suitable provision to replace the invalid or unenforceable provision.

Section 55: Complete and Entire Agreement

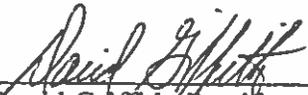
- A. This Agreement is the complete and only agreement between the parties and replaces any and all previous agreements. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities.
- B. Pursuant to the New Mexico Public Employee Bargaining Act, the financial provisions of this contract are effective contingent upon adequate appropriations in each fiscal year.

Section 56: Term of Agreement

This Agreement will become effective upon ratification by the Coalition, approval by the Board of County Commissioners and upon signature by both parties, and shall remain in effect until December 31, 2019. Each party has the right to open one (1) economic item no earlier than October 1, 2016 and no later than November 1, 2016.

SIGNATORIES OF THE PARTIES

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the dates indicated.



David Griffith, President NMCPSO

Miguel Chavez, Chairman
Board of County Commissioners
County of Santa Fe



David Jaramillo, President Santa Fe
County Deputy Sheriff's Association

Attest:

Approved as to form:

Geraldine Salazar, County Clerk
County of Santa Fe



Gregory S. Shaffer, County Attorney
County of Santa Fe

Exhibit A
Pay scale for the Santa Fe County Deputy Sheriff's Association, a Subsidiary of the New Mexico Coalition of Public Safety Officers
January 26, 2016-December 31, 2016

YOS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
DI	19,2850	19,4779																					
DI	20,8075	21,0156	21,2257	21,4380	21,6524	21,8689	23,3450	23,5785	23,8142	24,0524	24,2929	24,5358	24,7812	25,0290	25,2793	25,5321	25,7874	26,0453	26,3057	26,5688	26,8345	27,1028	
DI																							
DI																							
Corp.				25,6795	25,9363	26,1957	26,4576	26,7222	26,9894	27,2593	27,5319	27,8072	28,0853	28,3661	28,6498	28,9363	29,2257	29,5179	29,8131	30,1112	30,4123	30,7165	
Sgt.						28,8145	29,1027	29,3937	29,6876	29,9845	30,2841	30,5872	30,8931	31,2020	31,5140	31,8292	32,1474	32,4689	32,7936	33,1215	33,4528	33,7873	

