

CITY OF ALBUQUERQUE

BOARD OF ETHICS AND CAMPAIGN PRACTICES

JASON KATZ,

Complainant,

v.

CASE NO. BOE 06-2021

TIM KELLER,

Respondent.

**RESPONDENT'S MOTION TO DISMISS**

Respondent, pursuant to Section 4(F)(2) of the Rules and Regulations of the Board of Ethics and Campaign Practices, hereby moves the Board for an order dismissing the above-captioned complaint with prejudice. The grounds therefore are set forth in Respondent's Memorandum in Support, filed contemporaneously herewith. Respondent asks that the Board set a hearing on this Motion before scheduling a hearing on the merits.

Respectfully submitted,

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*Attorney for Respondent*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 20th day of August, 2021, the foregoing was sent via email to [ewatson@cabq.gov](mailto:ewatson@cabq.gov), [Aschultz@rodey.com](mailto:Aschultz@rodey.com), and [carter@harrisonhartlaw.com](mailto:carter@harrisonhartlaw.com).

KEEFE LAW FIRM

By: /s/ Lauren Keefe  
Lauren Keefe

CITY OF ALBUQUERQUE

BOARD OF ETHICS AND CAMPAIGN PRACTICES

JASON KATZ,

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v.

CASE NO. BOE 06-2021

TIM KELLER,

Respondent.

**RESPONDENT'S MEMORANDUM IN SUPPORT OF MOTION TO DISMISS**

Jason Katz — a supporter of Manny Gonzales — has tried three times to find some way to drag Tim Keller before the Board of Ethics. He is doing so as part of a transparent and desperate attempt to deflect from the serious wrongdoing by Mr. Gonzales and his campaign subordinates as part of their effort to obtain public financing. But his third attempt is as weak as his first two. Although his Complaint is 25 pages long, it includes no allegations that would establish that Mr. Keller violated the Code of Ethics in any way. And to be clear, he did not. At this point, Mr. Katz is using his filings with this Board to engage in a campaign of harassment against Mr. Keller, and the Board should not allow it to continue. The Board, therefore, should exercise its authority to dismiss Mr. Katz' complaint with prejudice.

**BACKGROUND**

The relevant factual background for Mr. Katz' complaint starts not with Mr. Keller, but with Mr. Gonzales, who as a candidate for mayor of Albuquerque sought to obtain public

financing for his campaign.<sup>1</sup> To meet this goal, his campaign submitted receipts purporting to reflect Qualifying Contributions that they had collected. Starting in June, however, evidence began to mount that the campaign had engaged in a pattern of fraudulent conduct as part of its effort to obtain public financing. On June 7, 2021, Neri Holguin submitted a complaint to this Board alleging that Mr. Gonzales had signed at least one Qualifying Contribution receipt without collecting a five-dollar contribution. *See* BOE 01-2021. In a second complaint, Ms. Holguin has presented evidence that the Gonzales Campaign submitted more than 100 forged Qualifying Contribution receipts to the Office of the City Clerk.<sup>2</sup> *See* BOE 02-2021.

Faced with the prospect that the campaign for his candidate may have engaged in widespread fraud, Mr. Katz and his associates at Save Our City, a political action committee supporting Mr. Gonzales, began scouring the campaign records for Mr. Keller, in hopes that they could pin some kind of violation on him and draw attention away from Mr. Gonzales. Mr. Katz then began his process of filing serial complaints against Mr. Keller. But he has had significant trouble finding a claim that sticks. Indeed, Mr. Katz has made several claims that he has been forced to abandon because they either had no factual support or were provably false. In the first version of his complaint, Mr. Katz alleged that Justin Cheney, President of the Albuquerque Fire

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<sup>1</sup> In 2005, the City of Albuquerque enacted a system of public financing for candidates for certain political offices. To obtain public financing, candidates must collect five-dollar Qualifying Contributions from registered voters. Those contributions are deposited in the City’s Open and Ethical Election (CAOEE). The voters themselves must provide the contributions. *See* 2021 Regulations of the Albuquerque City Clerk for the Open and Ethical Elections Code Part C(6) (“All \$5 Qualifying Contributions must be paid by the contributor; if the funds are provided by any person other than the contributor who is listed on the receipt, the Qualifying Contribution will be deemed fraudulent.”). When a contribution is made in person, the campaign must collect a receipt. *See id.* The receipt must be signed by the person who collected the contribution — i.e., the “collecting representative.” *See id.* In addition, the contributor must sign the receipt. *See id.* No one else can sign for the contributor. *See id.* (“[T]he contributor himself or herself must sign the receipt.”).

<sup>2</sup> The Office of Inspector General later uncovered additional evidence that the Gonzales Campaign forged signatures on Qualifying Contribution receipts and failed to collect \$5 contributions.

Fighters Union, IAFF Local 244, had signed Qualifying Contribution receipts without collecting \$5 contributions. He has now abandoned that claim, after several of the contributors refuted the allegations and confirmed that they gave Mr. Cheney the required five-dollar contribution. Mr. Cheney also alleged that nominating petitions submitted by the Keller Campaign contained forged signatures. Mr. Katz was forced to abandon that claim when he was shown that the signatures on the petitions matched those on voter registration cards and informed that the voters would confirm that they signed the petitions.

Mr. Katz was forced to abandon yet another claim after filing the second version of his complaint. After reviewing the Keller Campaign's seed money report and seeing six instances where the report included non-Albuquerque addresses, Mr. Katz alleged that the Keller Campaign accepted contributions from non-residents. Mr. Katz made this allegation without even a cursory check of the voter registration database or a search engine. Mr. Katz was forced to abandon this claim when presented with evidence that each of the donors he identified in fact lives in Albuquerque and the City Clerk explained that during the time the May 2021 financial report was submitted, the City's campaign finance system only allowed campaign treasurers to enter a donor's employer's address, and that the identified addresses were employer addresses, not home addresses.

In this, his third version of his complaint, Mr. Katz has landed on four claims. First, he alleges that Mr. Keller violated the Ethics Code through the actions of Mr. Cheney. This claim is based on his belief that Mr. Cheney was collecting Qualifying Contribution receipts during work hours and at city work places. Second, Mr. Katz alleges that the Keller Campaign should have reported Mr. Cheney's time as a contribution. Third, although withdrawing his claim that the

Keller Campaign accepted seed money from non-residents, Mr. Katz has alleged that the Keller Campaign violated the Election Code by reporting that it received a \$250.00 seed money donation from one of those donors, Nyika Allen, then amending its report to clarify that the donation came from both Ms. Allen and her husband. Fourth, Mr. Katz alleges that six of the Qualifying Contributions submitted on behalf of the Keller Campaign were signed by someone other than the contributor. But like the other before, these claims have no merit. Through this Motion, Mr. Keller seeks dismissal of each of these claims.

### **ARGUMENT**

The Board has the authority to dismiss a complaint when the conduct alleged in the complaint, if true, would not constitute a violation fo the Codes. *See* Rules and Regulations of the Board of Ethics and Campaign Practices Section 4(F)(2)(c). In addition, the Board has the authority to dismiss a complaint when the complaint on its face is frivolous, groundless, or brought for the purposes of harassment. *See* Section 4(F)(2)(d). Here, the Board has grounds to dismiss Mr. Katz' complaint for either reason. First, Mr. Katz has no basis to seek to hold Mr. Keller responsible for the conduct of Mr. Cheney. Second, Mr. Katz' allegations do not establish that the Keller Campaign failed to report a contribution. Third, Mr. Katz' allegations do not establish that the Keller Campaign made a false statement in its financial reports. Fourth, Mr. Katz has identified no basis for revocation of Mr. Keller's financing. In addition, Mr. Katz' entire complaint appears to have been brought for the purpose of harassment. For each of these reasons, the Board should dismiss Mr. Katz' Complaint in its entirety.

**I. THE BOARD SHOULD DISMISS MR. KATZ' MISUSE OF PROPERTY CLAIM.**

The Board should dismiss Mr. Katz' claim based on the alleged misuse of City property because Mr. Katz does not actually allege, anywhere in his Complaint, that Mr. Keller has engaged in such conduct.

As a threshold matter, the Board should not consider any claim against Mr. Keller based on allegations that Mr. Cheney misused city property, because that matter is being investigated by the City of Albuquerque Personnel Board. *See* Notice of Investigation, attached hereto as Exhibit 1. That investigation will include a determination as to whether Mr. Cheney violated any City rules, including the Code of Ethics. There is no need for a parallel proceeding.

Moreover, the Board should exercise its authority to dismiss Mr. Katz' claim because the allegations in the complaint, even if true, do not establish that Mr. Keller violated any Ethics rules, and this allegation appears to have been brought solely for the purpose of harassing Mr. Keller.

**A. Mr. Katz' Allegations About the Use of City Funds Are Demonstrably False.**

Mr. Katz starts his Complaint with the outrageous allegation that Mr. Keller used City funds to facilitate the Union President campaigning on his behalf on city property and on city time. *See* Ex. A at 6. That did not happen, and Mr. Katz' Complaint includes no factual allegations to show that it did. Mr. Katz' Complaint includes no factual allegations that, if true, would support the conclusion that Mr. Keller "facilitated" Mr. Cheney's collection of Qualifying Contributions. Mr. Katz does not even allege that Mr. Keller knew that Mr. Cheney was collecting Qualifying Contributions, much less that Mr. Keller knew that Mr. Cheney had

engaged in any improper conduct or that Mr. Keller approved of any improper conduct. Mr. Katz' Complaint also include no allegations that Mr. Cheney was collecting contributions "on city time" while being paid with "City funds." Mr Katz appears to believe that Mr. Cheney is paid by the City. He is not. As the President of the Albuquerque Fire Fighters Union, IAFF Local 244, Mr. Cheney is paid by the Union. *See* Agreement between the City of Albuquerque and the Albuquerque Area Fire Fighters Union, IAFF Local 244, attached hereto as Exhibit 2, § 1.2.2.1. Accordingly, Mr. Cheney was not paid out of "City funds" and Mr. Katz' allegations, even if true, do not establish that Mr. Keller used City funds to support his campaign.

**B. Mr. Keller Did Not Use City Property for His Campaign, and Mr. Katz Has No Basis to Claim that He Did.**

Moreover, Mr. Katz' allegations do not establish that Mr. Keller violated any provision of the Ethics Code.

Mr. Katz asserts that Mr. Keller violated Sections 6 and 7 of the Code of Ethics. Section 6 provides that:

No official of the city shall use property, owned by any governmental body or funds of any governmental body, for personal benefit, convenience or profit, except in accordance with policies promulgated by the Council. This prohibition includes the use of city property or funds to advertise or promote the campaign of any official, except as provided in this section. Use of city property to promote a campaign is limited to areas made available to all candidates for public office, including public areas, areas used for public meetings and such city facilities that are designated as meeting space that is available to all candidates for public office. No campaign activities shall be conducted in those portions of city facilities that are dedicated as work areas for city employees. ...

Albuquerque City Charter Article XII, Section 6. Section 7, in turn, provides that:

No official shall participate in the following types of political activity ...

- (B) Accepting and/or soliciting campaign contributions for any candidate or Measure Finance Committee or other similar organization in any election or pre-election activity, during working hours, at a city workplace or in the scope of their city employment.
- (C) Accepting and/or soliciting contributions for the benefit of a city employee or official for political purposes during working hours, at a city workplace or in the scope of his or her city employment. ...

Mr. Katz's Complaint however, does not in any way support the contention that Mr. Keller violated either of these provision. Mr. Katz bases his claims on the allegation that **Mr. Cheney** solicited contributions at a city workplace. He does not allege that **Mr. Keller** engaged in this conduct. Indeed, he does not allege that Mr. Keller did anything at all. And, more specifically, Mr. Katz does not allege, anywhere in his Complaint, that Mr. Keller accepted or solicited campaign contributions at a city workplace or city facilities that are dedicated as work areas for city employees. Without any such allegations, Mr. Katz has no basis to claim that Mr. Keller violated either Section 6 or Section 7 of the Ethics Code, and he should not be permitted to proceed further with those claims.

Mr. Katz, however, argues that Mr. Cheney was acting as Mr. Keller's agent, and accordingly Mr. Keller can be found to have violated the Ethics Code based on the actions of Mr. Cheney. There are two key problems with this theory. First, Sections 6 and 7, by their plain language, do not permit a city employee to be held responsible for the actions of "agents." Instead, Section 6, prohibits city employees from "using" city property for their personnel benefit. It contains no language indicating that one city employee can be found to have violated this provision if another city employee uses city property for campaign purposes. Section 7, in

turn, prohibits city employees from “participating” in specific conduct. Thus, an employee cannot violate Section 7 through the conduct of an agent. Instead, an employee can only violate Section 7 by participating the prohibited conduct. And Mr. Katz does not allege that Mr. Keller participated in any conduct prohibited in Section 7. To the extent that Mr. Katz alleges that Mr. Cheney accepted and solicited contributions at a city workplace, he does not allege that Mr. Keller participated in that conduct. He does not allege that Mr. Keller was there. He does not allege that Mr. Keller directed Mr. Cheney to solicit or accept contributions at those locations. He does not allege that Mr. Keller in any way authorized Mr. Cheney’s actions. Indeed, he does not even allege that Mr. Keller knew what Mr. Cheney was doing. Mr. Katz’ allegations, therefore, do not establish that Mr. Keller “participated” in Mr. Cheney’s solicitation of Qualifying Contributions, and therefore does not establish that Mr. Keller violated Section 7.

Second, Mr. Katz’ allegations do not establish that Mr. Cheney is now, or has ever been, Mr. Keller’s agent. Mr. Katz first argues that Mr. Cheney is Mr. Keller’s agent because he is a City employee. As noted above, Mr. Cheney is not paid by the City. But Mr. Cheney’s status as a City employee does not make him an agent of Mr. Keller. “An employee is generally considered an agent *of his or her employer.*” *Goldsmith v. City of Atmore*, 996 F.2d 1155, 1162 (11th Cir. 1993). To the extent that Mr. Cheney is an employee of the City of Albuquerque, then he is an agent of the City of Albuquerque — not of Mr. Keller. Indeed, it simply cannot be the case that every City employee is an agent of Mr. Keller for the purposes of Section 6 or 7. The City has hundreds of employees. If Mr. Katz’s interpretation were correct, the Mr. Keller could be found to have violated the City Charter if any of those employees misused City property, even if Mr. Keller was completely unaware of and had no connection to the employee’s actions — as

was the case here. When he did not authorize or direct the activity in question, Mr. Keller cannot be held responsible for the actions of others under Section 6 or 7 simply based on their status as City employees.<sup>3</sup>

Mr. Katz also appears to argue that Mr. Cheney is Mr. Keller's agent because he is the Union President. But as explained above, an employee is an agent of his or her employer. As an employee of the Union, Mr. Cheney is an agent of the Union — not the City, and not Mr. Keller individually. Moreover, the notion that an agent of the Union is also an agent of Mr. Keller is absurd. A union leader is often required to act in an adversarial role in dealings with the City administration, including the Mayor, in negotiations over contracts and other personnel matters. As such, they do not act as agents of the City or the Mayor. Mr. Cheney's employment as the union president does not make him an agent of Mr. Keller.

In sum, the allegations in Mr. Katz' Complaint does not include any allegations that support the contention that Mr. Keller misused City property, and Mr. Katz should not be

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<sup>3</sup> Moreover, even if Mr. Cheney's putative status as a City employee somehow created an agency relationship with Mr. Keller, rather than the City of Albuquerque, Mr. Cheney's actions could only be imputed to Mr. Keller if they were within the course and scope of Mr. Cheney's employment with the City. See *Robertson v. Carmel Builders Real Est.*, 2004-NMCA-056, ¶ 21, 135 N.M. 641, 92 P.3d 653 ("Liability of a principal for an agent is grounded on the maxim of respondeat superior and is determined by considering whether a tortious act was done while the agent or employee was acting within the scope of that relationship."). "An act of an employee is within the scope of employment if: 1) it was something fairly and naturally incidental to the employer's business assigned to the employee, and 2) it was done while the employee was engaged in the employer's business with the view of furthering the employer's interest and did not arise entirely from some external and personal motive on the part of the employee." *Lessard v. Coronado Paint & Decorating Center, Inc.*, 2007-NMCA-122, ¶ 12, 168 P.3d 155. Mr. Cheney is a firefighter. The business assigned to him is fighting fires and responding to medical emergencies. The collection of Qualifying Contributions for a political campaign is not fairly and naturally incidental to that business. Mr. Katz's allegations, therefore, do not establish that Mr. Cheney was acting within the course and scope of his employment with the City of Albuquerque when he collected Qualifying Contributions for the Keller Campaign, and thus Mr. Cheney's actions cannot be imputed to Mr. Keller. Thus, even if Mr. Cheney could somehow be designated as Mr. Keller's agent merely based on his status as a City employee, his actions could not be imputed to Mr. Keller.

permitted to proceed to a hearing based on the unsupported, and indeed slanderous, contention that he did.

**II. MR. KATZ' ALLEGATIONS DO NOT ESTABLISH THAT THE KELLER CAMPAIGN FAILED TO REPORT AN IN-KIND CONTRIBUTION.**

The Board should also dismiss Mr. Katz' claim that the Keller Campaign violated campaign reporting requirements in connection with Mr. Cheney's collection of Qualifying Contribution receipts. His allegations, even if true, do not establish such a violation.

Mr. Katz alleges that the Keller Campaign should have reported the value of the time that Mr. Cheney spent collecting Qualifying Contributions as a contribution to the Keller Campaign. Ex. A at 5. Mr. Cheney relies on Section 6 of the Open and Ethical Elections Code providing that, "[i]f an individual volunteers during working hours, paid by a third-party employer or the Applicant Candidate, then that employer makes an In-Kind Contribution to the Applicant Candidate." But Mr. Katz does not include any factual allegations that, if true, would support the conclusion that Mr. Cheney was collecting contributions during his work hours or was paid for this time. And, importantly, he does not include any factual allegations to show that the Keller Campaign has any reason to believe, at the time it filed its financial report, that Mr. Cheney had volunteered during working hours and was paid for this time.<sup>4</sup> Without such allegations, Mr. Katz has no basis to allege that the Keller Campaign should have reported the value of Mr. Cheney's time as a contribution, or that it violated any reporting requirements by failing to do so.

Mr. Katz, however, attempts to stretch his claim even further, arguing that this alleged contribution exceeded applicable limits. Specifically, Mr. Katz argues that the value of Mr.

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<sup>4</sup> Indeed, the Keller Campaign still has no information, at this time, that supports the conclusion that Mr. Cheney performed this task during work hours. Its own investigation supports the opposite conclusion.

Cheney's time should have been reported as a seed-money contribution, and notes that the limit on seed money contributions is \$250.00. Ex. A at 5. He then speculates that the value of Mr. Cheney's time exceeded \$250.00. Ex. A at 7. But Mr. Katz' logic does not withstand scrutiny. As a threshold matter, Mr. Katz provides no support whatsoever for his estimate of the value of Mr. Cheney's time.<sup>5</sup> Moreover, Mr. Katz is flat wrong in arguing that the value of Mr. Cheney's time should have been reported as a seed money contribution. Under Section 6 of the Open and Ethical Election Code — which Mr. Katz relies on — the value of that time would properly be recorded as an in-kind contribution. The limit for in-kind contributions is \$2500.00. *See* Article XVI, Section 3(K). Mr. Katz does not allege, and there is no basis whatsoever to believe, that the value of Mr. Cheney's time was anywhere near this amount. There is no basis whatsoever, therefore, for a claim that the Keller Campaign accepted a seed money donation above applicable limits.

### **III. THE KELLER CAMPAIGN DID NOT VIOLATE ANY ETHICS RULES BY AMENDING ITS FINANCIAL REPORT.**

The Board should also dismiss Mr. Katz' claim that the Keller Campaign made false statements in its financial reports. The allegations in Mr. Katz' Complaint, even if true, do not establish such a violation.

Mr. Katz alleges, because the Keller Campaign has amended the information regarding the donation made by Ms. Allen, its initial representation must have been false. But the fact that the Keller Campaign amended its report does not suggest, in any way, that the Keller Campaign

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<sup>5</sup> In particular, he provides no information regarding the amount that Mr. Cheney is paid or the amount of time Mr. Cheney spent collecting Qualifying Contributions.

knew that any information included in its initial reporting was incorrect.<sup>6</sup> And the Board should not encourage the filing of this type of complaint in response to a good-faith amendment.

Campaigns should be encouraged to amend their reporting when they notice errors or learn new information. There should be no presumption that the amendment of financial reports indicates that a campaign previously made false statements. Thus, the Board should not permit anyone to file a complaint based solely on the amendment of a financial report, without some additional factual allegations to support the claim that the campaign provided false information. Here, there are no such allegations, and accordingly this part of the Katz Complaint should be dismissed.

Mr. Katz also alleges that the Keller Campaign violated reporting requirements by failing to update its financial report to include the home addresses of seed money donors who are employed outside Albuquerque. But as the City Clerk has pointed out, although the reporting software has been updated to allow campaigns to enter both the donor's employer and the donor's home address, there is no requirement that campaigns provide that information.<sup>7</sup> See Notice of Referral, filed August 17, 2021. This portion of the Katz Complaint, therefore, should also be dismissed.

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<sup>6</sup> To be clear, it did not. When it reviewed Mr. Katz' prior complaint on August 3, 2018, it noted that its financial report appeared to include an incorrect employment address for Ms. Allen. The Keller Campaign then contacted Ms. Allen to make sure it had the correct information. Ms. Allen explained that she included her husband's employer address because she intended the donation to be from both of them. Based on this new information, the Keller Campaign amended its report to reflect a \$125.00 donation from Ms. Allen and a separate \$125.00 donation from her husband. This amendment did not increase the total amount of seed money donated to the Keller Campaign.

<sup>7</sup> Notably, the Gonzales Campaign is guilty of the very same conduct it has relied on to claim that the Keller Campaign violated reporting requirements. The Gonzales Campaign also included employer information — including out-of-city addresses — in its initial report. That report is attached hereto as Exhibit 3. The Keller Campaign did not bring this issue to the Board of Ethics, as the Gonzales Campaign tried to do, because it did its homework and figured out that the listed donors are Albuquerque residents. The Gonzales Campaign also has not amended its reporting to include home addresses. Based on Mr. Katz' theory, therefore, the Gonzales Campaign has also made false statements in its financial reports.

**IV. THE COMPLAINT DOES NOT ESTABLISH ANY BASIS TO CONCLUDE THAT MR. KELLER KNEW OR SHOULD HAVE KNOWN THAT ANY QUALIFYING CONTRIBUTIONS WERE NOT SIGNED BY THE CONTRIBUTOR.**

Mr. Katz has also failed to establish that the Keller Campaign violated the provisions of the Open and Ethical Elections Code in connection with the collection of Qualifying Contributions.

Mr. Katz argues that the Board should revoke Mr. Keller's certification for public financing under OOEC Regulation Part(C)(17)(c), which provides that the Board can recommend that action if a candidate "[s]ubmitted any fraudulent Qualifying Contributions or Qualifying Contributions that were not made by the named contributor, and the Participating Candidate knew or should have known of the fraudulence." To support his argument, Mr. Katz attaches a handful of Qualifying Contribution receipts — six in total — and suggests that the signatures on the receipts may not have been provided by the voter. Mr. Katz, however, does not include any factual allegations that would support the conclusions that Mr. Keller knew, or in any way should have known, that these Qualifying Contribution receipts were signed by anyone other than the contributor. Without any such allegations, Mr. Katz should not be permitted to proceed forward with a claim against Mr. Keller.

Mr. Katz argues that the Board should act on his allegations because the City Clerk denied funding to Mr. Gonzales based on evidence that his campaign submitted fraudulent Qualifying Contributions. The two situations, however, are entirely different. The Keller Campaign has submitted substantial evidence that demonstrates that Mr. Gonzales either knew, or reasonably should have known, that his campaign was engaged in a widespread pattern of

rampant fraud. Mr. Katz's evidence does not come close to that standard. There are several key differences:

*First*, there is a stark difference in the number of Qualifying Contribution receipts at issue. There is evidence that the Gonzales Campaign submitted a high number of forged receipts to the City Clerk. The Keller Campaign, when identifying exhibits to support its claim in BOE 02-2021, identified 149 potentially forged receipts that the Gonzales Campaign submitted in support of its claim for public financing. The Office of Inspector General, which was tasked with investigating the allegations against the Gonzales Campaign, has estimated that the total is nearly 200.<sup>8</sup> See Report of Investigation, attached hereto as Exhibit 4, at 14. The Keller Campaign also submitted statements from 39 voters confirming that the receipts bearing their names were forged. The private investigators hired by the Keller Campaign were also to confirm, from 15 other voters, that their signatures were forged. This evidence shows that the Gonzales Campaign was engaging in widespread misconduct, on such a level that Mr. Gonzales either knew, or should have known what was occurring. In contrast, Mr. Katz has identified a total of six Qualifying Contribution receipts submitted on behalf of the Keller Campaign that may not have been signed by the contributor. This small number does not provide proof of the type of widespread wrongdoing that a candidate should know is occurring.

*Second*, there is a stark difference in the origin of the Qualifying Contributions at issue. There is evidence that the forgery within the Gonzales Campaign was carried out by campaign insiders. The OIG found that the highest number of forged Qualifying Contribution receipts

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<sup>8</sup> The Keller Campaign believes that the OIG's estimate is too low, because the OIG only looked at accepted Qualifying Contributions, and there was a higher rate of forgery in the rejected Qualifying Contributions.

were submitted by Michele Martinez, who is employed as Mr. Gonzales' executive assistant and was described in public testimony as a "core member" of the Gonzales Campaign. The OIG found that the second highest number were submitted by Megan McMillan, who at the time was a paid staffer for the Gonzales Campaign. Moreover, both Ms. Martinez and Ms. McMillan were designated as representatives for the Gonzales Campaign, and Mr. Gonzales agreed that he was "fully responsible for the statements made and materials submitted by these representatives on my behalf." Designation of Representatives, attached hereto as Exhibit 5. The Keller Campaign also found a high rate of forgery by these two individuals. Of the 149 potential forgeries identified by the Keller Campaign, 80 were submitted by Ms. Martinez, and 25 were submitted by Ms. McMillan. The fact that forgeries were committed by campaign insiders was one of the key factors identified by the Administrative Hearings Office in concluding that Mr. Gonzales should have known of the misconduct occurring within his campaign. *See* Hearing Officer's Ruling, attached hereto as Exhibit 6., at 2. Moreover, many of the "contributors" indicated, in the statements provided to the Keller Campaign, that they had no idea that anyone had signed their names on the submitted receipts.

In contrast, the Qualifying Contributions identified by Mr. Katz were collected by individuals with no direct connection to the Keller Campaign. And it appears that the Qualifying Contribution receipts at issue were signed by a friend or family member. In particular:

- Mr. Katz attaches a Qualifying Contribution receipt submitted in the name of Michael Montoya. Mr. Montoya has confirmed that wife signed the receipt on his behalf, with his permission. *See* Declarations of Michael Montoya, Gloria Montoya and Danielle Silva,, attached hereto as Exhibits 7, 8, and 9.

- Mr. Katz attaches a Qualifying Contribution receipt submitted in the name of Patricia Garcia. Mr. Garcia has confirmed that her mother signed the receipt on her behalf, with her permission. *See* Declarations of Patricia Garcia and Rosemary Garcia, attached hereto as Exhibits 10 and 11.
- Mr. Katz attaches Qualifying Contribution receipts submitted in the names of Teresa Jaramillo, Ericka Padilla-Ecquibel, Destiny Joyanna Rolle, and Vivian Sanchez Valencia. But Mr. Katz himself has included information showing that at least some of these receipts were signed by one friend on behalf of another. *See* Ex. A at 13.

Notably, when the Keller Campaign was investigating Qualifying Contributions for the Gonzales Campaign and came across examples where receipts said their signatures were signed by friends or family, it eliminated those receipts from its set of signatures to be considered by the Board. For example, the Keller Campaign included a Qualifying Contribution receipt submitted in the name of Debbie Engelage in the initial set attached to the BOE 02-2021 Complaint. When the Keller Campaign contacted Ms. Engelage, she reported that her husband signed the receipt for her. Based on that representation, the Keller Campaign removed Ms. Engelage's receipt from the set that was submitted in support of its claim on July 8, 2021. It did so because it recognized that it could not establish that the Gonzales Campaign knew or should have known of that Qualifying Contributions receipts were signed by friends or family members. Likewise, Mr. Katz has identified no basis to conclude that Mr. Keller knew or should have known of Qualifying Contribution receipts signed by friends and family members, and he should not be permitted to pursue a claim against Mr. Keller based on a small number of Qualifying Contribution receipts signed by friends and family members.

*Third*, the Keller Campaign presented evidence that the Gonzales Campaign not only forged receipts, but supplied the money for the fraudulent Qualifying Contributions. In the statements collected by the Keller Campaign, many of the individuals who confirmed that they did not sign the Qualifying Contribution receipt submitted in their name also stated that they did not give the Gonzales Campaign a \$5 contribution.<sup>9</sup> The OIG also reported that many individuals identified as contributors did not, in fact, give \$5 contributions to the Gonzales Campaign. In those circumstances, the Gonzales Campaign must have obtained funds from other sources to be deposited into the CAOEE account. If the OIG's estimate is correct, then the Gonzales Campaign may have deposited \$1,000 — or more — that did not come from contributors. Mr. Katz has identified no similar evidence in regard to the Keller Campaign (because there is none). While identifying six Qualifying Contributions that do not appear to have been signed by the contributor, Mr. Katz does not allege, and does not include any factual allegations to support the conclusion, that these contributors did not provide the \$5 contribution.

In sum, Mr. Katz's allegations do not present the type of circumstances that would justify revocation of Mr. Keller's public financing, and accordingly Mr. Katz's request for revocation should be dismissed.

### **CONCLUSION**

For each of these reasons, Mr. Keller respectfully requests that the Complaint filed by Mr. Katz (BOE 06-2021/Katz III) be dismissed with prejudice.

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<sup>9</sup> In some circumstances, there were two Qualifying Contributions submitted in the name of the voter, but the voter only gave to the Gonzales Campaign once.

Respectfully submitted,

KEEFE LAW FIRM

By: /s/ Lauren Keefe

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*Attorney for Respondent*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 20th day of August, 2021, the foregoing was sent via email to [ewatson@cabq.gov](mailto:ewatson@cabq.gov), [Aschultz@rodey.com](mailto:Aschultz@rodey.com), and [carter@harrisonhartlaw.com](mailto:carter@harrisonhartlaw.com).

KEEFE LAW FIRM

By: /s/ Lauren Keefe  
Lauren Keefe



# City of Albuquerque Albuquerque Fire Rescue

Timothy M. Keller, Mayor  
Gene Gallegos, Interim Fire Chief

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August 5, 2021

**TO:** Para Lieutenant Justin Cheney, EID 000024929

**FROM:** Emily Jaramillo, Deputy Chief HR *EJ*

**RE:** Notice of Investigation

This memo is to inform you that an investigation will be conducted regarding an on-duty incident in which you may have been a **participant in**. The alleged incident occurred in and around July 16, 2021. Specifically, obtaining signatures on city property to include advocacy for favorable support reference the union contract negotiations. The alleged conduct surrounding this incident may include, but is not limited to, possible violations of City of Albuquerque Personnel Rules and Regulations, specifically the Conditions of Employment Section 301, associated Administrative instructions, and AFR SOG's and Code of Conduct/Ethics, as well as local, State and/or Federal law. We are investigating this incident and any additional evidence that develops in the course of this investigation.

Please be advised that any and all allegations and investigations are to remain strictly confidential and are not to be discussed by you or any other employee, except within the limits of the investigation itself. No employee is to be retaliated against in any way for reporting in good faith any allegation of inappropriate workplace behavior.

You are required to cooperate with any investigation undertaken by the City in response to an allegation of inappropriate workplace behavior. Retaliation and/or refusal to cooperate in an investigation may result in disciplinary action, up to and including termination.

I acknowledge receipt of the above Notice of Investigation:

*Justin Matthew Cheney*  
Justin Matthew Cheney (Aug 11, 2021 18:53 MDT)

\_\_\_\_\_  
**Employee**

Aug 11, 2021

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Witness (if addressee refuses to sign)**

\_\_\_\_\_  
**Date**

**BOE 06-2021 MTD Exhibit 1**



EC-18-142

Timothy M. Keller, Mayor

**City of Albuquerque**  
Office of the Mayor/Chief Administration Office

Interoffice Memorandum

Date: May 17, 2018

**To:** Ken Sanchez, President, City Council  
**From:** Sarita Nair, Chief Administrative Officer *SN*  
**Subject:** City of Albuquerque Labor-Management Relations Ordinance

Pursuant to Section 3-2-18 of the City of Albuquerque Labor-Management Relations Ordinance, please be advised the Mayor has executed a multi-year collective bargaining agreement (CBA) with the International Association of Fire Fighters, Local 244 (IAFF). A copy of the CBA is attached for your information. The IAFF CBA includes salary compensation increases of 3% in FY19 and 3% in FY20. The Paramedic Pay Plan incentive increased by \$350,000 in FY19 and \$202,000 in FY20.

The City and IAFF incorporated Section 3-2-18 by reference into the new CBA. The economic terms, above, are subject to appropriation in the budget resolution process in the respective fiscal years. Adoption or acceptance of this Executive Communication by Council does not constitute a future appropriation of such funds.

AGREEMENT

between

THE CITY OF ALBUQUERQUE

and

THE ALBUQUERQUE AREA FIRE FIGHTERS UNION

IAFF Local 244

City Chapter



Effective May 1, 2018 to June 30, 2020

## RECITALS

- 0.1.1 It is the purpose of this Agreement to achieve and maintain harmonious relations between the employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise and to establish standards of wages, hours and other conditions of employment, and to guarantee the delivery of quality service to the citizens of Albuquerque.
- 0.1.2 The general purpose of this Agreement is to provide for orderly and constructive employee relations in the public interest, in the interest of the employees herein covered and promote harmony, cooperation and understanding between the employer and the employees in this Unit; and to afford protection of the rights and privileges of employees in the Unit and the employer.
- 0.1.3 The parties agree that their respective policies will not violate the rights of an employee covered by this agreement, in accordance with State and Federal laws, because of race, age, sex, sexual orientation, creed, color, national origin, religion, union or non-union affiliation. Neither party will tolerate sexual harassment.
- 0.2 Authority
- 0.2.1 This Agreement is made by and between the CITY OF ALBUQUERQUE, Albuquerque, New Mexico, hereinafter called the "City", and the ALBUQUERQUE AREA FIRE FIGHTERS UNION, IAFF LOCAL 244, hereinafter called the "Union". For the purposes of this Agreement, "employee" shall mean any City employee recognized by the City as part of the bargaining unit represented for the purposes of collective bargaining by the Union. For purposes of this agreement, the ALBUQUERQUE FIRE RESCUE hereinafter will be called the "Department" or "AFR".
- 0.3 Recognition
- 0.3.1 The City of Albuquerque recognizes the Albuquerque Fire Fighters Union, IAFF Local 244, as the exclusive representative for all sworn, permanent, non-probationary safety sensitive fire fighters through the rank of Battalion Chief.
- 0.3.2 In the event a final, written order of the Labor Board alters the scope of the bargaining unit, the City and the Union will meet to negotiate any changes to the contract necessitated by the order. If a Labor Board decision is appealed, the parties shall comply with the rules established by the court of jurisdiction.
- 0.3.3 Employees assigned to the Communications and Dispatch Division shall be sworn fire fighters.
- 0.3.4 Nothing in this article shall be construed to limit Management Rights under Section 3-2-5 of the Labor Management Relations Ordinance.

1 GENERAL LABOR/ MANAGEMENT PROVISIONS

1.1 Agency Fee/Fair Share

- 1.1.1 Payment of an agency fee by non-union bargaining unit employees has been authorized by Resolution of the Albuquerque City Council; and resolution requires that any agency fee provision negotiated pursuant to the resolution comply with all state and federal requirements.
- 1.1.1.1 The IAFF will retain an independent auditor to audit its receipts and expenditures for the previous 12 months and once every 12 months thereafter.
- 1.1.1.2 The IAFF will have available the result of the audit, including an adequate explanation of the agency fee, for the bargaining unit members to view.
- 1.1.1.3 Following completion of the audit, the IAFF shall notify employees of the amount of the proposed agency fee, the availability of the audit results, and the process to challenge the amount of the agency fee.
- 1.1.1.4 Upon notification by the Union to the City, the City shall begin to make employee payroll deductions for the agency fee payments the first pay period start date following notification to the non-dues paying bargaining unit employees as specified in Subsection 1.1.1.3.
- 1.1.1.5 Bargaining unit members shall have 30 days following the notification specified in Subsection 1.1.1.3 to file a challenge to the apportionment of the agency fee.
- 1.1.1.6 Any challenge shall be heard by an impartial decision-maker mutually agreed to by the Union and the employee making the challenge. The determination of the impartial decision- maker shall be final and binding.
- 1.1.1.7 The amount of the agency fee shall only include costs, which arise from the negotiation and administration of the collective bargaining agreement and the adjustment of grievances or prohibited practice charges filed by the IAFF.
- 1.1.1.8 Under no circumstances shall non-union bargaining unit members be required to contribute towards the IAFF social, political, or charitable activities, nor shall any bargaining unit member be subject to any retaliation for refusal to contribute to such activities.
- 1.1.1.9 The IAFF has the burden at all times of providing documentation that its costs were properly apportioned to the agency fee.

- 1.1.1.10 Any portion of the agency fee, which is specifically challenged, shall be held in escrow until resolution of the challenge.
- 1.1.1.11 Once the appropriate amount of the agency fee for the previous 12 months has been determined, the City agrees to deduct that amount from the pay of bargaining unit members for the subsequent 12 months.
- 1.1.1.12 The City shall make such agency fee payment deductions for the employees in the IAFF bargaining unit who do not submit an authorization form for the IAFF dues deduction, as otherwise provided for the current collective bargaining agreement.
- 1.1.1.13 All money deducted from wages for agency fee payments shall be remitted to the union after payday covering the pay period of the deduction. If an employee has insufficient earnings for the pay period, no agency fee payroll deduction will be made for that employee for that pay period.
- 1.1.1.14 To the extent permitted by law, the IAFF will indemnify and hold the city harmless, including payment of attorney fees and costs for counsel chosen by agreement of the parties for any claim of challenge to this section or the imposition of an agency fee.
- 1.1.1.15 If the City of Albuquerque Labor-Management Relations Board finds that the Union has violated subsection 1.1.1.14 of this Section, the board may order that the City may retain all or part of the dues deductions or agency fees withheld, in an amount specified by the board.

## 1.2 Payroll Deduction for Dues

- 1.2.1 The Union will provide dues and Union assessment deductions and termination forms. Termination forms will be made available at the Union Office and through the Paymaster in the Accounting Office. Termination forms must be signed by the Union Secretary or Treasurer and may be submitted during the months of January and July only.
- 1.2.2 The city shall, for the duration of this Agreement and for any employee, who submits authorization thereof, deduct from such employee's pay for each pay period of each month Union dues and assessments in an amount specified.
- 1.2.3 The city shall pay the amount withheld to the union.
- 1.2.4 The union shall indemnify, defend, and hold the city harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or result of any conduct taken by the city for the purpose of complying with this section.

## 1.3 Union Rights

- 1.3.1 Labor-Management Committee

- 1.3.1.1 The Labor Management Committee shall consist of 3 people appointed by the Fire Chief and 3 people appointed by the Union President. These employees will participate in the Committee meetings on paid status. Both sides may also have an observer. The Union observer will be on non-pay status. A representative of the Human Resources Department may be requested by either party to participate in the meetings.
- 1.3.1.2 The length of the meetings will be mutually agreed upon by the parties but shall not normally exceed two hours.
- 1.3.1.3 Each party will submit a proposed agenda at least five (5) working days in advance. This will enable each party to examine and research the subject prior to the meeting.
- 1.3.2 Agreement Representatives
- 1.3.2.1 To develop a more cohesive relationship between the Union and Albuquerque Fire Rescue, the city agrees, upon request of the Union President, to place the Union President on a 40-hour work week for Labor Management Relations compensated under Union Business Pool of Hours (UBP). The specific assignment will be at the discretion of the Fire Chief and shall not preclude the Union President from carrying out duties prescribed in this agreement or the Labor Management Relations Ordinance (LMRO). The City agrees to appoint one additional Union Officer to a 40-hour workweek compensated 20-hours Work Off-Site (WOS) for union business and 20-hours assigned to the Deputy Chief of Human Resources for an administrative assignment. The selection of this officer shall be mutually agreed upon by the parties.
- 1.3.2.2 Leave will be granted to Union officials under this section in accordance with Subsections 1.3.3 and 1.3.4 of the contract.
- 1.3.2.3 Four (4) employees who have been identified as members of the Union's negotiating team will be granted WOS hours for scheduled negotiations sessions in accordance with Section 401.8 of COA Personnel Rules and Regulations. At the request of the Union President, the four (4) identified as members of the bargaining team shall be assigned forty (40) hour workweek schedules during the period when negotiations are in progress.
- 1.3.3 Any use of City time (WOS) by Union Officers or members for labor/management issues, Standing Committees, Adhoc Committees, require approval of the Fire Chief (or his designee).
- 1.3.4 Union Business Leave and Union Business Pool of Hours (UBP)
- 1.3.4.1 The Union President shall be granted time off or UBP from his/her duties ~~without pay~~ to attend conventions, conferences, and seminars. The Union shall provide a six (6) day advance notice for this leave. All other elected or appointed officers will be granted time off as staffing allows.

- 1.3.4.2 The Union President (or the Acting President, in their absence) and the Secretary or the Treasurer will be granted time off (UBP) to attend Union meetings. It is recognized that these employees shall remain on duty until properly relieved. If necessary, overtime will be worked. These employees shall request the use of UBP hours for this purpose two (2) hours in advance of the shift.
- 1.3.4.3 Each member of the collective bargaining unit shall have four (4) hours of vacation deducted each year in the first pay period of July to facilitate a union business pool of hours (UBP). The UBP hours shall be utilized for designated Union Executive Officers, committee appointees and the Union President.
- 1.3.4.4 Hours worked utilizing the UBP are understood, between the parties, to be within the course and scope of employment for the purposes of Workers' Compensation Act protections and PERA service credits.
- 1.3.4.5 The use of UBP hours shall be determined/approved by the Union President. Upon approval of the Union President, members entitled to use UBP hours shall remain on duty until properly relieved. A daily account of UBP hours used shall be submitted to the Deputy Chief of Human Resources.
- 1.3.4.6 The city shall manage the UBP hours and provide an annual audit on June 1 of each year to the Union Treasurer. Unused UBP hours shall roll-over and be added to the subsequent yearly allocation.
- 1.3.5 Bulletin Boards
- 1.3.5.1 The City shall make space available for a bulletin board in all Fire Department Buildings. The Union will furnish and maintain the bulletin board. Such space shall be 5 feet from the floor and at least 4'x 6' in size on an interior wall.
- 1.3.5.2 No derogatory material will be posted on these bulletin boards. Material to be posted on these boards shall be limited to official Union material. All posting of Union material shall be limited to the Union bulletin boards.
- 1.3.5.3 Material which has been approved for posting on Union or City bulletin boards will not be used to discredit Union or Management. Should this occur, the parties agree to meet within 48 hours in an effort to resolve this matter.
- 1.3.6 The City and the Union agree to follow the Labor Management Relations Ordinance Section 3-2-18.

2

PAY PROVISIONS

2.1 It is understood by the parties that the implementation of any wage and/or benefit increases are subject to City Council budget appropriation

2.1.1 Effective June 23rd, 2018:

2.1.1.1 3.0% ATB for all ranks

2.1.2 Effective June 22nd, 2019:

2.1.2.1 3.0% ATB for all ranks

2.3 Longevity Pay for Members

2.3.1 Longevity pay will be paid on the basis of completed years of service with AFR

8 yrs -11 yrs, 11 mos.	\$200 per month	\$92.31 per paycheck
12 yrs -14 yrs, 11 mos.	\$250 per month	\$115.38 per paycheck
15 yrs -17 yrs, 11 mos.	\$400 per month	\$184.62 per paycheck
18 yrs and above	\$1000 per month	\$461.54 per paycheck

2.3.2 Those employees who were receiving “out-of-step” longevity on June 20, 2008 shall continue to receive the longevity step until the employees terminate employment with the Department. No other employees will be eligible for this benefit.

2.4 Wild Land Pay

2.4.1 All employees who are wild land certified at the arduous level shall receive \$15.00 per pay period.

2.5 Bilingual Skill Pay

2.5.1 The Department will pay bilingual pay in the amount of \$20.00 per month (\$9.23/ pay period) to a max of 100 firefighters who demonstrate an accurate level of conversational proficiency. The process used for certification will be modeled on that of the Albuquerque Police Department.

- 2.6 Incentive Pay
  - 2.6.1 Firefighters 1C who are certified Paramedics or Commissioned Fire Investigators or EMD/EFD Certified Dispatcher will receive an additional 4.4% added to their base rate of pay-
  - 2.6.2 Drivers who are certified Paramedics or Commissioned Fire Investigators or EMD/EFD Certified Dispatcher will receive an additional 4.0% added to their base rate of pay.
  - 2.6.3 Lieutenants who are certified Paramedics, Commissioned Fire Investigators or EMD/EFD Certified Dispatcher will receive an additional 3.6% added to their base rate of pay.
  - 2.6.4 Captains who are certified Paramedics, Commissioned Fire Investigators or EMD/EFD Certified Dispatcher will receive an additional 3.3% added to their base rate of pay.
  - 2.6.5 Battalion Chiefs who are certified Paramedics, Commissioned Fire Investigators or EMD/EFD Certified Dispatcher will receive an additional 2.5% added to their base rate of pay.
  - 2.6.6 Students assigned to AFR Paramedic School and meet department eligibility requirements, including maintaining an 80% average will receive the incentive pay on the rank specific basis listed above for a period not to exceed twelve (12) months.
  - 2.6.7 Eligibility Requirements for EMD/EFD Dispatcher Incentive Pay
    - 2.6.7.1 Personnel must complete all the-AFR Fire Dispatch training requirements.
    - 2.6.7.2 Personnel must agree to a three (3) year assignment to the AFR Alarm Room. This assignment shall not preclude promotional advancement outside of the AFR Alarm Room nor the Fire Chief's right of assignment for department needs.
    - 2.6.7.3 Personnel must be assigned to a permanent funded AFR Fire Dispatch position.
    - 2.6.7.4 Personnel shall be eligible to bid into the AFR Fire Dispatch based on seniority

- 2.7 Assignment Pay
  - 2.7.1 All bargaining unit members assigned to non-field positions with workweeks less than 56 hours shall receive an additional \$50.00 per pay period.
- 2.8 Overtime
  - 2.8.1 Overtime worked shall be paid at time and one-half the regular rate of pay. All hours worked in excess of the employee's regular assigned shift will be compensated at the overtime rate of time and one half the regular rate of pay.
  - 2.8.2 Employees who accept overtime assignment shall not interrupt the assignment for doctor's appointment.
  - 2.8.3 Time spent in leave with pay status shall be considered time worked for purposes of computing overtime.
- 2.9 Compensatory Time
  - 2.9.1 Comp time may be worked in divisions based on the following guidelines:
    - 2.9.1.1 Comp time must be a mutual agreement between the City and the involved bargaining unit members. Comp time is not mandatory.
    - 2.9.1.2 Comp time will be earned at the rate of 1.5 hours of comp time for each 1.0 hour worked.
    - 2.9.1.3 Comp time once earned will be taken following the same procedure for taking leave(s). Leave balances can be determined by inspection of the payroll summary available each pay period. Comp time is only considered accrued" after it is posted to the payroll summary. Employees are not allowed to utilize hours that are yet to be posted by payroll.
    - 2.9.1.4 Maximum accruals will be 480 hours.
    - 2.9.1.5 The City agrees to follow all federal laws pertaining to comp time.
    - 2.9.1.6 See Section 12 "Work Hours" for additional compensatory time provisions for certain specific work units.

2.10 Paramedic Pay Plan

2.10.1 Paramedics in the Paramedic Pay Plan will be defined as the following:

2.10.1.1 Paramedics assigned to an ALS unit

2.10.1.2 Paramedics who are tasked with training of Paramedics i.e., Academy, QI, Community EMS Captain and RMS.

2.10.1.3 Any additional Paramedic Pay Plan eligibility will be determined and approved by the joint Labor Management Committee as follows:

2.10.1.3.1 Positions to be considered for inclusion in the Paramedic Pay plan shall be evaluated for the business necessity under which the identified position requires a paramedic qualification for which the position is significantly enhanced due to the addition of paramedic qualifications. Either Labor or Management may present position for consideration to add to the Paramedic Pay Plan. Positions that are identified to be added to the Paramedic Pay Plan and that are approved by the joint Labor Management Committee shall be included in the Paramedic Pay Plan. The Committee shall decide such matters by a majority vote. If a majority vote is not reached the item shall remain on the Labor Management Committee's agenda until such time as a decision can be reached.

3                   INSURANCE COVERAGE and BENEFITS

3.1                   Premium Costs

3.1.1                   The City shall continue to pay 80% of the premium for the City approved health and dental and vision insurance plans chosen by each employee. This commitment shall expire with the term of this agreement unless the Union or the City wish to renegotiate it.

3.2                   Insurance Programs

3.2.1                   The City shall continue to provide to all employees' life insurance as per current policy, and, in addition, the City shall provide to all retired employees life insurance equal to one half (1/2) of the insurance in effect on their lives on the date of their retirement.

4

## RETIREMENT PLANS

4.1

### Public Employees Retirement Association (PERA)

4.1.1

The City shall continue to contribute seventy-five percent (75%) of the employee contributions to the PERA plan based on the contribution rates in effect prior to July 1, 2013. It is understood between the parties that the employee contribution increase of one and one half percent (1.5%) enacted by the New Mexico State Legislature on July 1, 2013 will remain at the exclusive expense of the employee until otherwise negotiated. If a new plan affecting employees is adopted by the New Mexico Legislature, the parties recognize that the employee contributions are a legitimate subject of bargaining.

## VACATION LEAVE

## 5.1 Vacation Leave

5.1.1 The City and the Union agree to abide by AFR Policies governing vacation, 16 vacation slots, will be granted per shift. The Field Operations Center (FOC) position will not be included in the allotted vacation slots. Bargaining unit members will be given first priority in filling scheduled vacation slots. Unscheduled vacation slots will be allotted on a first-requested, first-granted basis. Unscheduled vacation for individual members will not be granted during their scheduled training. Training scheduled after members have been granted vacation will not prevent members from taking their vacation. In this instance, training may be rescheduled for the employee. It is the employee's responsibility to obtain the missing training on the employee's time unless the employee had scheduled the vacation time prior to the training announcement.

5.1.2 It is the responsibility of each individual firefighter to accrue sufficient vacation leave before they attempt to use it. Leave balances can be determined by inspection of the payroll summary available each pay period. Vacation is only considered "accrued" after it is posted to the payroll summary. Employees are not allowed to utilize hours that are yet to be posted by payroll. An employee taking un-accrued vacation shall be placed on leave without pay status in addition to any disciplinary action that shall be taken.

5.1.3 Bargaining unit employees who have accumulated over two years vacations may convert up to six (6) days over the two-year accumulation to cash payment once per calendar year.

56 Hour Work Week: 144 hours

42 Hour Work Week: 63 Hours

40 Hour Work Week: 60 Hours

5.2

Vacation Leave Accrual Rates

Vacation leave will accrue as follows:

Continuous Service	Accrual			
	Work Week	Per Pay Period	Per Year	Maximum
0 mos. to 4 yrs., 11 mos.	56 hours	5.54 hours	144 hours	432 hours
	42 hours	4.08 hours	106 hours	318 hours
	40 hours	3.85 hours	100 hours	300 hours
5 yrs. to 9 yrs., 11 mos.	56 hours	6.92 hours	180 hours	540 hours
	42 hours	5.08 hours	132 hours	396 hours
	40 hours	4.62 hours	120 hours	360 hours
10 yrs. to 14 yrs., 11 mos.	56 hours	8.31 hours	216 hours	648 hours
	42 hours	5.77 hours	150 hours	450 hours
	40 hours	5.54 hours	144 hours	432 hours
15 years plus	56 hours	9.23 hours	240 hours	720 hours
	42 hours	6.46 hours	168 hours	504 hours
	40 hours	6.15 hours	160 hours	480 hours

5.2.1 Employees will begin to accumulate vacation at an increased rate the first month after they have completed five (5) years, ten (10) years, and fifteen (15) years of continuous service.

5.2.3 If an employee moves from one work week schedule to another, the vacation balance for that employee will be converted by the following formula:

5.2.4  $(\text{New Accrual Rate} / \text{Old Accrual Rate}) \times (\text{Old Vacation Balance}) = \text{New Vacation Balance}$

5.2.5 The Maximum accrual of vacation hours is equivalent to 3 years accumulation

6 SICK/ILLNESS LEAVE

6.1 Sick Leave

6.1.1 Sick leave may be granted for absences from duty due to personal illness, injuries, or legal quarantine, provided that the employee has sick leave accumulated. Personal illness is defined to include scheduled doctor's appointments for health treatment or for health examination and evaluation. Doctor's appointments require documentation. It is recognized that the abuse or unjustified over utilization of sick leave is not in the best interest of either party.

6.1.2 The Union and Management will meet to discuss any changes to the Department's sick leave Policy prior to implementation. The parties agree that the misuse of sick leave is unacceptable. The parties further agree that an employee found guilty of the misuse of sick leave may be subject to disciplinary action.

6.1.3 The maximum sick leave accumulation for employees working the 56-hour workweek shall be 2160 hours. The maximum sick leave accumulation for employees working the 40-hour workweek shall be 1440 hours. The 42-hour workweek maximum sick leave accrual shall be 1512 hours.

6.1.4 It is understood between the City and the Union that Sick leave will accrue according to the following schedule:

6.1.4.1

WORK WEEK	PER PAY PERIOD	PER YEAR
56 hours	5.54 hours	144 hours
42 hours	4.08 hours	106 hours
40 hours	3.85 hours	100 hours

6.1.4.2 If an employee moves from one work week schedule to another, the Sick Leave balance for that employee will be converted by the following formula:  
 $(\text{New Accrual Rate} / \text{Old Accrual Rate}) \times (\text{Old Sick Leave Bank}) = \text{New Sick Leave Balance}$

6.1.5 The Union and Management agree to cooperate in the review and counseling of fire fighters who misuse or abuse sick leave, to assure consistency in the administration of the Sick Leave Policy.

6.1.6 It is the responsibility of each individual firefighter to accrue sufficient sick leave before they attempt to use it. Leave balances can be determined by inspection of the payroll summary available each pay period. Leave is only considered "accrued" after it is posted to the payroll summary. Employees are not allowed to utilize hours that are yet to be posted by payroll. An employee attempting to take un-accrued sick leave shall be placed on Leave without Pay status. It is understood that the employee shall be subject to progressive disciplinary action.

6.1.7 Emergency Leave

6.1.7.1 Emergency Leave may be charged to accumulated sick leave for up to four (4) days in the case of serious illness or injury to a member of the immediate family of the employee. Immediate family for the purpose of emergency leave is defined as the employee's spouse, employee's or spouse's child, stepchild (and their immediate family), mother, father, grandparent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, and domestic partner. A doctor's certificate stating the nature of the illness and requesting the employee's presence is required.

6.2 Sick Leave Conversion

6.2.1 The sick leave conversion ratio for the 56-hour workweek shall be as follows:

6.2.1.1 For sick leave hours accumulated over 700 hours the employee may convert any or all such hours on the basis of 3 hours of sick leave for one hour's pay.

6.2.1.2 For hours accumulated over 1008 hours on the basis of 2 hours of sick leave for one hour's pay.

6.2.1.3 For hours accumulated over 1400 hours on the basis of 3 hours of sick leave for two hour's pay.

6.2.2 The sick leave conversion ratio for the 40-hour workweek will be as follows:

6.2.2.1 For sick leave hours accumulated over 500 hours the employee may convert any or all such hours on the basis of 3 hours of sick leave for one hour's pay.

6.2.2.2 For hours accumulated over 720 hours on the basis of 2 hours of sick leave for one hour's pay.

6.2.2.3 For hours accumulated over 1000 hours on the basis of 3 hours of sick leave for two hour's pay.

6.2.3 The sick leave conversion ratio for the 42-hour workweek will be as follows:

6.2.3.1 For sick leave hours accumulated over 525 hours the employee may convert any or all such hours on the basis of 3 hours of sick leave for one hour's pay.

6.2.3.2 For hours accumulated over 756 hours on the basis of 2 hours of sick leave for one hour's pay.

6.2.3.3 For hours accumulated over 1050 hours on the basis of 3 hours of sick leave for two hour's pay.

6.2.4 The option to convert sick leave hours will be offered to employees during the month of November.

6.3 Sick Leave Death Benefit

6.3.1 The City will pay the designated beneficiary of a deceased firefighter the total amount of the unused sick leave accumulated.

6.4 Bereavement Leave

6.4.1 A maximum of two (2) 24-hour shifts of emergency leave may be used in case of death in the employee's immediate family. An additional 24-hour shift may be granted for every 500 miles traveled from Albuquerque one way required to attend funeral services. Additional emergency leave may be granted by the Fire Chief or designee on a case-by-case basis.

6.5 Sick Leave Incentive

6.5.1 Members who take no sick leave during a six (6) month period (January through June; July through December) shall be given by the City a sick leave incentive in the form of additional vacation hours credited to each member's vacation balance. The incentive shall be twelve (12) hours for the fifty-six (56) hour work schedule; eight (8) hours for the forty (40) hour work schedule; and eight and four tenths (8.4) hours for the forty-two (42) hour work week schedule.

6.5.2 Members who take sick leave equal to or less than half of one shift during a six-month period (January through June; July through December) shall be given by the City a sick leave incentive in the form of additional vacation hours credited to each member's vacation balance. The incentive shall be six (6) hours for the fifty-six (56) hour work schedule for sick leave utilization of six (6) hours or less during the six (6) month period; four (4) for the forty (40) hour work schedule for sick leave utilization of four (4) hours or less during the six (6) month period; and four and two tenths (4.2) hours for the forty-two (42) hour work week schedule for sick leave utilization of four-point-two (4.2) hours or less during the six (6) month period.

## RECOGNIZED HOLIDAYS

## 7.1.1 Legal Holidays will be as follows:

New Year's Day	1 <sup>st</sup> of January
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Fire Fighter Holiday ( <i>BRO</i> )	8 <sup>th</sup> of March
Memorial Day	Last Monday in May
Independence Day	4 <sup>th</sup> of July
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Day	25 <sup>th</sup> of December

7.2 Fire fighters whose work week is either forty-two or fifty-six hours and whose regular normal day off falls on the actual holiday will have another work day designated as the holiday. In this case twelve (12) hours for the 56-hour work week and ten (10) hours for the 42-hour work week must be worked by the employee on the day designated as the Holiday. Employees who are required to work on the holiday or designated holiday will receive straight pay for the holiday and time and one half for the regular hours paid for the holiday. Employees who are on paid leave status (i.e., vacation, sick leave) on the actual holiday will receive holiday pay at straight time only, and the time will not be charged to paid leave.

7.3 Fire fighters whose work week is forty hours and whose normal day off falls on the actual holiday will have another work day designated as the holiday. Employees who work a complete shift on the holiday or designated holiday will receive straight time pay for the holiday or designated holiday and time and one-half for regular hours paid for that shift. Employees who are on paid leave status (i.e. vacation, sick leave) on the actual holiday or the designated holiday will receive holiday pay at straight time only and will not be charged for the paid leave.

- 7.4 Employees who are in sick leave status immediately prior to or after the twelve (12) hours worked on the holiday or designated holiday may be required to submit appropriate documentation (doctor's note) to receive holiday overtime pay. Employees who are in a sick leave management plan and who are in sick leave status immediately prior to or after the twelve (12) hours worked on the holiday or designated holiday will receive holiday pay at straight time only, and the time will not be charged to leave. Exceptions to this policy may be granted by the Fire Chief or his designee.
- 7.5 It is understood that employees working the fifty-six (56) hour workweek will receive twelve (12) hours of holiday pay; the forty-two (42) hour work week will receive ten (10) hours of holiday pay; the forty (40) hour work week will receive ten (10) hours of holiday pay.
- 7.6 A fire fighter with the Fire Chief or designee's approval may elect to work a holiday at straight time with no overtime compensation and accrue one shift of additional vacation. For the fifty-six (56) hour work week the accrual will be twelve (12) hours. For the forty-two (42) hour work week the accrual will be ten (10) hours. For the forty (40) work week the accrual will be ten (10) hours

8

## MILITARY LEAVE

### 8.1 Members of Organized Reserve Units

8.1.1 Military Leave of Absence: Classified Employees who are members of the National Guard, Air National Guard or any organized reserve unit of the Armed Forces of the United States, including the Public Health Services, are granted military leave which may be utilized for: Annual training purposes, or if the employee is mobilized to active duty by the President of the United States in support of operations overseas, in defense of our nation, or in response to national disasters, or in response to an emergency declared by the Governor of New Mexico.

8.1.2 The Maximum paid military leave is 528 hours per calendar year who are members of organized reserve units, regardless of the purpose for which that paid military leave is used.

8.1.3 Classified employees who are included in the Fire bargaining unit whose military commitment requires leave time in excess of that granted above may elect:

8.1.3.1 To be placed into unpaid military leave of absence status; or

8.1.3.2 To use accrued vacation leave, in whole or in part, during their period of military leave. When an employee has used all available paid military leave and paid vacation, that employee will be placed into unpaid military leave of absence status for the balance of their military leave period.

### 8.2 Vacation and Sick Leave Accruals While in Military Active Duty Status

8.2.1 Employees mobilized to active duty by the President of the United States on or after September 12, 2001 in support of operations overseas, in defense of our nation, or in response to national disasters will continue to accrue vacation and sick leave at the same accrual rate as if the employee was not on active duty during all periods of active military duty, regardless of whether the military leave of absence is paid or unpaid.

8.2.2 This accrual shall continue while the employee is in active military duty status and until:

8.2.2.1 The employee returns to City employment; or Until the employee notifies the City of their resignation from City employment while in active military duty status; or Until the employee notifies the City of their intention not to return to City employment at the end of their active military duty, whichever date is earlier (R-04-112).

8.2.3 Any retroactive vacation or sick leave accrual allowed to an employee in active military duty status between September 12, 2001 and October 1, 2004 may not be converted to cash at the time the employee terminates his employment with the City (R-05-311). Due to limitations in the payroll system, this provision shall be administered only with respect to employees who terminate their City employment within twenty-four months of returning to City employment after their completion of active military duty.

8.3 Health Insurance Benefits While in Active Military Active Duty Status

8.3.1 For Employees mobilized to active duty by the President of the United States on or after September 12, 2001 in support of operations overseas, in defense of our nation, or in response to national disasters, the City shall continue to pay the employer portion of health insurance premiums for that employee to the same extent as if that employee were not on active military duty status.

8.3.2 The employee in active military duty status must continue to timely make payment of the employee portion of health insurance premiums to same extent as if that employee were not on active military duty status. Failure to do so will result in termination of health insurance coverage. It is the obligation of the employee on active military duty status to notify the Benefits Division of the Human Resources Department to complete all necessary forms and to make all necessary elections to ensure that the employee's portion of health insurance premiums are made timely, if the employee wishes to continue to have health insurance coverage.

8.3.3 Provided the employee is and remains current on all required employee contributions to health insurance premiums, the city shall continue to pay the employer portion of health insurance premiums while the employee is in active military duty status and until: The employee returns to City employment; or Until the employee notifies the City of their resignation from City employment while in active military duty status; or

8.3.3.1 Until the employee notifies the City of their intention not to return to City employment at the end of their active military duty, whichever date is earlier.

8.4 Members of Unorganized Reserve Units

8.4.1 Employees who are members of unorganized reserve components, as sanctioned by the State of New Mexico or the Federal government, are granted military leave which can be used for the purpose of attending organized courses of instruction or training; and or if the employee is mobilized to active duty by the President of the United States in support of operations overseas, in defense of our nation, or in response to national disasters, or in response to an emergency declared by the Governor of New Mexico.

8.4.2 The maximum paid military leave is 240 hours per calendar year for employees who are members of unorganized reserve units, regardless of the purpose for which that paid military leave is used.

8.4.3 Employees whose military commitment requires leave time in excess of that granted above may elect:

8.4.3.1 To be placed into unpaid military leave of absence status; or

8.4.3.2 To use accrued vacation leave, in whole or in part, during their period of military leave.

8.4.3.3 When an employee has used all available paid military leave and paid vacation leave, that employee will be placed into unpaid military leave of absence status for the balance of their military leave period.

8.5 General Provisions

8.5.1 In no case shall the hours of paid military leave in a calendar year exceed the maximum number of hours provided above, even though the maximum number of hours may be calculated by reference to “work days”.

8.5.2 All military leave pay is paid at the employee’s straight-time rate of pay.

8.6 Transition Provision

8.6.1 Any employee who has received paid military leave prior to January 1, 2008 in excess of the maximum amount allowable in any calendar year under the terms of this agreement shall not be required to reimburse the City for the excess.

9 OTHER LEAVE WITH PAY

9.1 Requests for Paid Leave

9.1.1 Leave with pay may be authorized for an employee to attend official meetings where the good of the City service is involved or to conduct City business at a location other than the employee's normal workstation.

9.2 Physical Examination Leave

9.2.1 Each employee may utilize one-half (1/2) day paid leave per fiscal year, (12-month period from July 1 to June 30) for the purpose of undergoing a physical examination. The leave shall not be deducted from the employee's accumulated paid leave.

9.3 Special Hardship Leave

9.3.1 Upon the specific recommendation of the Fire Chief, the CAO may grant leave with pay for up to twelve calendar months to permanent full-time employees in cases of extreme hardship due to personal injury or sickness. This leave may be granted only after all other applicable leave has been used and only if the employee is not eligible for pension benefits under the state retirement program. An employee whose exceptional performance has been certified by the Fire Chief is eligible for consideration for this leave. The Chief Administrative Officer's decision not to recommend an employee for this leave is not a grievable issue.

9.4 Jury Duty

9.4.1 Any employee who is called to serve required jury duty shall be paid their regular pay for their regular scheduled duty time for the time they serve as a juror. The employee shall sign over to the City their jury pay. The City payroll clerk shall make an adjustment to payroll for the proportionate part of the check covered by non-duty hours.

9.5 Leave to Vote

9.5.1 In accordance with State law, employees whose normal work day begins less than two hours after the opening of the polls, or ends less than three hours prior to closing of the polls, shall be granted up to two hours leave with pay to vote.

9.5.2 Employees who wish to take leave to vote must submit a form P-30 requesting such leave one (1) week in advance.

9.5.3 Leave to vote shall be scheduled by the employee's Deputy Chief or Designee consistent with staffing needs.

9.5.4 Employees released from work to vote shall proceed directly to their precinct polling station to vote, and shall return to their duty station immediately after casting their ballot.

- 9.5.5 The Department may require employees requesting leave to vote to furnish documentation that they are a registered and eligible voter.
- 9.5.6 The Department may verify that an employee taking leave to vote did, in fact, vote at their precinct polling station.
- 9.5.7 Employees who abuse this privilege will be subject to disciplinary action.
- 9.5.8 The Fire Chief, at his discretion, may implement an incentive plan to encourage early voting to minimize use of leave to vote.

10

## LEAVE WITHOUT PAY/ LEAVES OF ABSENCE

10.1

### Leave Without Pay

10.1.1

All requests for leave without pay require approval of the Department Head and any request for leave without pay for 10 days or more requires approval by the Chief Administrative Officer.

10.1.2

An employee may be granted leave without pay for a period not to exceed one year as a result of sickness or disability when certified by a medical doctor, or to run for (non-City) public office, or for additional vacation time, or for good and sufficient reason which the Chief Administrative Officer considers to be in the best interest of the service.

10.1.3

Leave without pay may be granted for the purpose of attending schools or courses only when it is clearly demonstrated that the subject matter is directly job related and will result in improved job effectiveness in the organization.

10.1.4

Sufficient leave of absence without pay may be granted to permanent employees to enable them to hold a (non-City) public office to which they have been elected.

10.1.5

Except under unusual circumstances, voluntary separation to accept other employment shall be considered by the Chief Administrative Officer as insufficient reason for granting a leave of absence without pay.

10.1.6

The City may provide a one (1) year leave without pay for the purpose of allowing an employee to perform the full-time duties of Chief Steward or elected Union Representative.

11 WORK WEEK

11.1 General Work Week Provisions

11.1.1 The work schedules for the Department will consist of:

11.1.1.1 A 56-hour work week cycle consisting of two consecutive 24-hour shifts and four days off. For the 56-hour work week, pay will be based on actual hours worked and/or actual leave hours taken. The Department will afford the opportunity to the employee to make up time lost because of voluntary or forced moves or transfers.

11.1.1.2 In the event that the staffing software program necessitates a change in how pay and leave issues are handled, the Union and the City agree to meet and negotiate on any changes. Alarm personnel shall work one (1) twenty-four (24) hour work shift followed by one (1) twenty-four (24) hour period off duty followed by one (1) twenty-four (24) hour work shift followed by five (5) twenty-four (24) hour periods off duty.

11.1.1.3 It is understood by both parties that the trial period will not begin before 30 days' notice is given to the members and that either party may elect to terminate the trial with a minimum of 30 days written notice.

11.1.1.4 A 40-hour work week cycle will consist of 4 - 10 hour shifts. Exceptions may be granted with mutual agreement between the Fire Chief and the Union.

11.1.2 The work week cycle currently in effect will continue for the term of this agreement, unless altered as per the following procedures:

11.1.2.1 The Union will be given 15 days advance written notice of the proposed changes.

11.1.2.2 During the 15 day period the Union and Management will meet to discuss the proposed changes and alternatives.

11.1.2.3 The Chief will provide the Union a 15-day advance written notice of the schedule to be implemented.

12

## WORK HOURS

12.1

### Stand-By Time

Stand-By Time may be required by the Department as provided below.

12.1.1

### Fire Investigation Work Week

12.1.1.1

Three (3) Lieutenants and three (3) Drivers will be assigned to a fifty-six (56) hour work week consisting of two (2) consecutive twenty-four (24) hour shifts and four (4) days off.

12.1.1.2

All fire investigations shall be divided equally among Fire Investigation Division personnel. The Captain of the Fire Investigation division will resolve disputes over workload. The decision of the Captain will be final and binding.

12.1.1.3

The Captain and one (1) Lieutenant QA will be assigned to a Forty (40) hour work week (4/10's).

12.1.1.4

Overtime will occur when staffing falls below minimum staffing levels. Minimum staffing will be one (1) certified fire investigator on a fifty-six (56) hour work week. In the event of large scale incidents, multiple calls occurring during the same time frame, or other extraordinary situations, additional overtime may incur with the approval of the Fire Chief/Fire Chief's designee i.e., Captain of Fire Investigation Division.

12.1.1.5

Overtime will be non-rank specific after attempts have been made to fill the rank that created the vacancy.

12.1.1.6

Personnel assigned to the Fire Investigation 40-hour work week shall be allowed to take their assigned Fire Investigation vehicles with their assigned specialized equipment home, to be used for business purposes only within city limits.

12.1.1.7

Court, Grand Jury, Interviews, Interrogations and other case related issues that occur during non-regular working hours will accrue overtime in accordance with the collective bargaining agreement Section 26.1.2.

12.1.1.8

The Lieutenant and Driver assigned to the Fire Investigation Division shall be allowed to trade time intra-division as outlined in section 15 of the collective bargaining agreement.

- 12.1.2 Key members of Albuquerque Fire Rescue as identified by the Fire Chief assigned to a forty (40) hour work week and who are required to be on-call after hours, including weekends for a period of seven (7) consecutive days, shall accrue 4.0 hours of Comp-time leave. To qualify for this standby/on-call leave, the key employee must carry and answer calls received on a city issued cell phone both while on duty and during the employee's normal non-work hours. A key employee who fails to respond to a call on a cell phone provided by the city shall not be eligible for any standby/on-call leave accrual and may be subject to disciplinary action for the seven (7) days of standby/on-call assignment. Standby/on-call leave may not be converted to cash payment at separation of employment.
- 12.1.3 Employees assigned to the Fire Marshal's Office shall assign one (1) PIO and one (1) on-call officer on a weekly basis. The member on call shall receive 2.285 hours of comp-time for each day assigned to on-call status. The on-call status will be distributed equitably among all the members assigned to the Fire Marshal's Office. The Fire Marshal or his/her Designee will manage the rotation list.
- 12.1.4 Personnel assigned to the 40-hour work week shall be allowed to take their assigned vehicles with their assigned specialized equipment home within city limits consistent with the City Policy regarding Take Home vehicles at the discretion of the CAO.
- 12.2 Call-In Guarantee
- 12.2.1 An employee called back to work after the completion of their normal assignment will be guaranteed for each such call-in a minimum of four (4) and shall be compensated for all such time at a rate equal to one and one-half (1-1/2) times their regular-pay. This provision will not apply if the assignment immediately precedes or follows and is continuous with the regular work assignment.
- 12.3 Overtime Pick list
- 12.3.1 If the employee works within a specialty or support division and an overtime opportunity exists within the division, the employee must accept the opportunity within the division or refuse the opportunity to work.
- 12.3.2 Employees who sign up to work overtime in staffing system shall be called and offered overtime assignments that they are qualified to work based on the number of overtime hours worked in the year, the employee with the least number of hours of overtime worked being offered the first opportunity.
- 12.4 Travel Allowance

- 12.4.1 Employees, who are temporarily assigned to a location other than their duty station or base of employment after reporting for work, will travel to the new work station on a pay status in a department car or be compensated for use of their personal vehicle at the IRS approved mileage rate. While traveling to a new work station on paid status, the employee and his or her personal vehicle will be covered in accordance with the City of Albuquerque Risk Management Manual and applicable State Workers' Compensation Statutes.
- 12.4.2 Employees are responsible for presenting themselves ready and able to perform at the temporary duty station as assigned.

13 WORK ASSIGNMENTS

13.1 Floating Rotation Lists

13.1.1 Firefighters with less than twelve (12) years of service within the department will be required to float. Firefighters will be assigned to a fire station. Floaters will normally float first in station, then in Battalion, and lastly in agency.

13.1.2 Firefighters 1st Class who have twelve (12) or more years of service with the department will not be required to float. If this failure to float by Firefighters 1st Class with twelve (12) or more years of service results in overtime that would not normally occur, members will be required to float based on seniority, with the least senior employee floating first.

13.2 Temporary Assignment to Lower Rank

13.2.1 The City does not encourage the assignment of employees to positions graded at a lower rank than the employee holds; however, in extraordinary situations it may be necessary to temporarily assign an employee to perform work normally assigned to one rank lower. Because of safety factors, no officer will be assigned a driver's position unless he previously held the certification within the last two years.

13.3 Limited Duty Program

13.3.1 The parties agree to abide by the City's Modified Work Program and applicable Federal Law.

13.3.2 Non-Hazardous Duty: The Department shall continue to provide good-faith consideration to employee requests for non-hazardous assignments because of temporary non-disabling physical conditions that warrant such a re-assignment. The Department's decision on these matters shall not be subject to this Agreement's Grievance Procedure and shall be reviewed on an annual basis by the Fire Chief or his designee.

14

## SENIORITY

- 14.1 Seniority is determined by the date an employee is hired by the department into a full time IAFF Local 244 bargaining unit position.
- 14.1.1 In the event the hire dates as described above are the same, the following AFR man number selection process will apply.
- 14.2 Time in grade Seniority:
  - 14.2.1 Applies to Firefighters, Drivers, Lieutenants, Captains, and Battalion Chiefs.
  - 14.2.2 Is determined first by the promotion date.
  - 14.2.3 In the event the promotion dates are the same and both employees took the same test, seniority will be determined by test score.
    - 14.2.3.1 In the event both employees took the same test and achieved the same score, seniority will be determined by promotion date of current rank.
      - 14.2.3.1.1 In the event these members had the same promotion date, seniority will be determined by AFR man number.
  - 14.2.4 In the event that promotion dates are the same and employees took different tests, seniority will be determined by AFR man number.
  - 14.2.5 In no case will a member bypass another member on the same promotion list with a higher test score.
- 14.3 The City will establish a department wide seniority list and any recognized specialty seniority list. All lists shall be brought up to date on a quarterly basis and shall be posted as such on the Union Bulletin boards for a period of not less than thirty (30) days. The City shall provide a copy to the Union Secretary within a reasonable time.

## TRADE TIME

- 15.1.1 Employees of equal rank and qualifications may trade time when, in the opinion of the Fire Chief or his/her designee, the trade does not interfere with the operation of the Department.
- 15.1.2 Employees of different rank and like qualifications may trade time when, in the opinion of the Fire Chief or his/her designee the trade does not interfere with the operation of the Department. The traded time off and the traded time worked must be entered into the Department staffing software prior to the effective date of the trade.
- 15.1.3 The trade agreement is reciprocal between two or three employees trading the time worked. It is not the responsibility of the City to make monetary adjustments to any employee for the execution of trade agreements. The maximum number of employees allowed on any trade of time agreement shall be three, except the alarm room may allow four.
- 15.1.4 Employees who agree to work the trade time shall be responsible for execution of the trade time.
- 15.1.4.1 In the event the employee reports off for any reason, and the vacancy necessitates an overtime, the employee failing to report shall be docked at time and one half. The employee may be subject to progressive disciplinary action.
- 15.1.4.2 In the event the employee reports off and it does not necessitate an overtime shift, the employee failing to report shall be docked at straight time. The employee may be subject to progressive disciplinary action.
- 15.1.4.3 Members unable to fulfill trade time requirements due to hospitalization of the member or the immediate family as defined in the City's Personnel Rules and Regulations shall not be docked pay. In these instances, the member's sick leave or vacation shall be used. The employee shall be required to provide written documentation from a physician in order to utilize this benefit.
- 15.1.4.4 Member's suffering an on-duty illness or injury to themselves or requiring permissible Emergency Leave as defined in section 6.1.7. Including a sudden, unexpected, or impending situation that may cause injury, loss of life, damage to property, and/or interference with the normal activities of a person or department and which, therefore, requires immediate attention and remedial action, shall not be docked pay. In these instances, the member's sick leave or vacation shall be used.
- 15.1.5 Trade time shall be repaid within one hundred eighty (180) days of the first shift affected by the trade. An employee shall not be entitled to the usage of sick leave or vacation while working trade time scheduled pursuant to this section. The City or Union is not responsible in any way for trade time not paid back.
- 15.1.6 The trading of time on holidays shall be allowed, as if the day were any day of the week.
- 15.1.7 No employee shall pay or accept monetary compensation for working another employee's time. Violation of this subsection shall be just cause for disciplinary action against both the

employee paying and the employee receiving monetary compensation.

- 15.1.8 Trade time will not be granted during scheduled training. Training scheduled after members have already been granted trade time will not prevent members from utilizing trade time. It is the employee's responsibility to obtain missed training on the employee's time, unless the employee had scheduled trade time prior to the training announcement.
- 15.1.9 It is understood that this agreement is solely for trading of time and is not intended to change the work week cycle.
- 15.1.10 The parties agree that the Fire Chief and his/her designee may adopt rules and regulations implementing the provisions of this Section. The City will meet and confer, at the Unions request, to discuss concerns regarding adoption of rules and regulations.
- 15.1.11 Trade time must be hour for hour.
- 15.1.12 Trade time must be entered into the staffing system by both parties within twenty-one (21) calendar days. Labor and Management agree to continue to collaborate on ways to ensure accountability and tracking of trade time entry.

16

UNIFORMS

16.1

Uniforms

16.1.1.1

The City agrees to provide or replace for each bargaining unit member the following items on an as needed basis as determined by the Chief or Deputy Chief.

Fatigue pants	Up to Three (3)
Fatigue shirts	Up to Three (3)
AFR lettered sweatshirt	One (1)
Belt	One (1)
Shoes/boots	One (1) pair

16.1.1.2

For any entire fiscal year (July 1 – June 30), A bargaining unit member may decline all of the standard uniform allotment. In lieu thereof, the city will provide 1 Class A Uniform. The Class A uniform consists of a coat, trousers, dress shirt, cap, gloves, and patches.

16.1.1.2.1

This option must be declared in writing to the member’s Battalion Chief no later than August 31<sup>st</sup> of the designated fiscal year and before any allotment or replacement requests have been made for the member. Upon receipt of the request, the Battalion Chief will inspect the condition and presence of members current uniforms to assure adequate condition before approving purchase of Class A uniform.

16.1.3

If the City mandates a uniform change, a 30-day grace period will be given for implementation so that the City and the Union can discuss the changes. All costs associated with a uniform change will be the responsibility of the City. All uniform changes will result in an initial issuance in accordance with Subsection 16.1.1.1 as above.

16.1.4

Arson division personnel will be given the opportunity to select alternative pants and shirts in the same quantities as the fatigue pants and shirts.

16.1.5

Station Logos:

16.1.5.1

The Department will purchase Station specific apparatus Logos no larger than 14” X 14” upon approval of the Fire Chief

16.1.5.2

The Fire Chief must approve and can rescind all fire station logos. His decisions are not subject to grievance or appeal.

16.1.5.3

All other station specific T-shirts, Stickers, Hats, Patches and other Paraphernalia containing approved logos will be purchased by the individual members

17

## SAFETY AND ACCIDENT REVIEW COMMITTEE

17.1

### Union-Management Safety Committees

17.1.1

The employer will assert every reasonable effort to provide and maintain safe working conditions and industrial health protection for the employees using the appropriate Federal, State or City Law. The Union will cooperate by encouraging all employees to work in a safe manner.

17.1.2

A department Safety Officer shall be selected by the Fire Chief. The Safety Officer will be a promoted Lieutenant or Captain from the ranks of Albuquerque Fire Rescue. The Safety Officer shall be a voting ad hoc member of the Occupational Health and Safety Committee.

17.1.3

The Occupational Health and Safety Committee established within the Department shall function under the following guidelines:

17.1.3.1

The composition of the Health and Safety Committee will be as follows:

17.1.3.1.1

Fire Chief and Union President shall mutually appoint one member from each rank (Firefighter 1<sup>st</sup> Class – Battalion Chief) to serve on the safety committee on an annual basis.

17.1.3.1.2

All Safety Committee recommendations shall be added to the agenda of the subsequent LMC meeting for discussion before final Chief's decision.

17.1.3.1.3

Committee shall submit Accident Review findings to-Deputy Chief of Operations to determine appropriate action and/or discipline.

17.1.3.1.4

The Safety Officer will be the Chairperson for these meetings.

17.1.3.2

Members will be appointed for a one year period. Appointments will be made in December of each year under the following guidelines;

17.1.3.2.1

The authority of the committee shall be:

17.1.3.2.1.1

To introduce proposals and recommendations to the Fire Chief that is initiated by the committee or by an employee in regard to occupational health and safety.

17.1.3.2.1.2

To review injuries or accidents as directed by the City Occupational Safety Officer.

17.1.3.2.1.3

To oversee, review and recommend testing of equipment and PPE as it relates to occupational health and safety.

17.1.3.2.1.4

To investigate accidents and hazards, and make recommendations to the Fire Chief.

- 17.1.3.2.1.5 To conduct safety surveys and safety training programs as approved by the Fire Chief.
- 17.1.3.2.1.6 To recommend safety precautions to the Fire Chief as necessary in any area viewed as endangering uniformed members.
- 17.1.3.2.2 The responsibility of the committee shall be:
  - 17.1.3.2.2.1 To standardize safety procedures throughout the department to include consultation with individuals or other committees in the development, review and revision of Standard Operating Guidelines as assigned by the Fire Chief.
  - 17.1.3.2.2.2 To disseminate safety information and act as liaison between the employees and supervisors or the Fire Chief.
  - 17.1.3.2.2.3 To review and answer all safety proposals.
  - 17.1.3.2.2.4 To attend meetings and reviews as required.
  - 17.1.3.2.2.5 To make recommendations to the Fire Chief.
  - 17.1.3.2.2.6 To initiate investigations of incidents that have resulted in Firefighter injury or death within 48 hours of the occurrence. The IAFF Firefighter Line of Duty Death or Injury Investigation Manual shall be referenced as a guide to these investigations as needed.
  - 17.1.3.2.2.7 To oversee, review and assist with implementation of the Department's Behavioral Health Program
- 17.1.4 When an employee notes a potential safety hazard or has a recommendation concerning safety, they should contact their immediate supervisor, they should also input such information under the Safety Tab in the Sharepoint Application. If the issue cannot be handled at this level, they shall contact their representative who will, in turn, contact the Battalion Chief. If the situation cannot be rectified at this level, the representative will refer it to the committee for action. All communication of this nature will be done in writing and each will necessitate a response in writing.
- 17.1.5 Members of the committee shall serve on pay status. The committee will normally meet during regular work shifts of its members as far as is practicable.
- 17.1.6 The City recognizes its obligations and acknowledges its intent to comply with OSHA regulations. Personal protective gear provided by the department shall be the turn out gear, helmets, gloves, eye protection, boots and hood.
- 17.2 Communicable Disease and Hazardous Materials Handling
  - 17.2.1 If a fire fighter, while carrying out their duties, is exposed to a contagious disease or hazardous materials, the City agrees to pay the expense for inoculation and immunization for the employee and members of the fire fighter's family.

- 17.2.2 The City further agrees to reimburse any fire fighter for any co-payment required for inoculation and/or immunization required due to the exposure to a contagious disease as a result of the fire fighter's carrying out of their duties.
- 17.2.3 This benefit is subject to the review and approval of the Risk Management Division based on documentation and verification submitted.
- 17.2.4 The parties acknowledge that Federal Law has established certain requirements regarding exposure of employees to work place hazards associated with the transmission of communicable diseases.
  - 17.2.4.1 In order to ensure compliance with the law, the parties agree to cooperate in the development of an Exposure Control Plan, provision of personal protective equipment, appropriate vaccinations, associated record keeping, and training for AFR personnel.
  - 17.2.4.2 The Union President and the Fire Chief or designee shall maintain ongoing communication to ensure and facilitate compliance with this contractual provision.
  - 17.2.4.3 The Department Safety officer will administer the Exposure Control plan at all times possible. If the Safety Officer cannot be reached, the respective Battalion Chief will administer the plan in his absence.
- 17.3 Physical Fitness
  - 17.3.1 PFT Program
    - 17.3.1.1 The firefighting profession requires each member to maintain a high degree of physical fitness for the safety of the individual and the citizens they serve. It is agreed that the Peer Fitness Trainer (PFT) Program, endorsed by the IAFF and the IAFC, shall be the Department's Health and Wellness Program. It is understood that participation in the Department's PFT program maintains compliance with the Fire Fighters Occupational Disease Act
    - 17.3.1.2 It is understood that participation in PFT evaluations/testing is required.
    - 17.3.1.3 The results of PFT fitness evaluations shall not be considered just cause for disciplinary action.
    - 17.3.1.4 It is agreed that all members shall have access to a PFT trainer for consultation and assistance on their shift.
    - 17.3.1.5 All testing, data, consultation and assistance associated with the PFT program are to be confidential
  - 17.3.2 The Department will proceed with its plan to require each employee to be "red carded" at the arduous level for Wildland certification
    - 17.3.2.1 Participation in the Pack Test is required. The results of Pack Test shall not be considered just

cause for disciplinary action

17.3.2.2 A Rescue or ALS Unit will be assigned at all arduous level pack test sites.

17.4 Employee I.D. Cards

17.4.1 The Department will issue employee I.D. cards and the employees shall carry the I.D. card with them at all times during the employee's work hours.

17.5 Injury Time

17.5.1 Because of the unusual exposure of fire fighters to injury, a maximum of sixty (60) working days injury time may be granted to fire fighters at the prerogative of the CAO in addition to the injury time presently allowed by the Merit System Ordinance.

17.5.2 This shall include current employees who are now off as a result of injury who have exhausted their injury time.

17.5.3 During the term of this agreement, the parties agree to discuss modification of Injury Time and Light Duty arrangements.

17.6 Full Duty Re-Employment

17.6.1 Fire fighters whose employment is terminated for physical or medical reasons which were brought about by sickness or injuries resulting from the performance of the fire fighter's duties, will be eligible for rehire within the department at the same rank, grade and step, if, within thirty- six (36) months from the date of official termination, the physical or medical conditions responsible for the termination have been relieved to the extent that the fire fighter is fully capable of resuming the duties they were performing at the time of their injury.

17.6.2 Fire fighters who becomes physically or medically unable to perform their duties as a result of non-duty sickness or injury may be returned to their firefighting duties if within twenty-four (24) months of the layoff the physical or medical conditions responsible for the layoff have been relieved and the fire fighter is fully capable of performing his/her duties as a fire fighter.

17.6.3 If a medical exam is required, it will be performed by a doctor selected by the City.

17.6.4 Fire fighters who have qualified for and are actually receiving benefits of duty disability under the terms of the Public Employees Retirement Act of New Mexico are not eligible to participate in this program.

17.6.4.1 Should such duty disability benefits be suspended by PERA the fire fighter shall be eligible for consideration under this program provided they are determined to be capable of resuming the duties they were performing at the time of their injury.

17.6.5

This section applies only to fire fighters who are not eligible to retire as per this Agreement or PERA requirements.

18

TRAINING, EDUCATION, LICENSURE and CERTIFICATION

- 18.1 Bargaining unit members may be granted leave to attend courses at the college level. Requests for leave will be judged on the basis of job performance and the department workload. Such leave will not be granted if the course is offered during a bargaining unit member's regular non-duty hours.
- 18.2 Bargaining unit members required by the City to attend educational or instructional courses shall be paid their regular rate of pay for the hours spent in attendance and such time shall be considered time worked provided that an employee who misses a scheduled training due to vacation or traded time shall obtain the missed training on the employee's own time unless the employee had scheduled the vacation/trade time prior to the training announcement. It is understood that whole shifts may be rescheduled subject to a minimum of 8 days prior notice to the fire fighter. On a case basis, the Union and management by joint agreement can reduce the notification period not less than 72 hours.
- 18.3 Any time required by the City which is less than a complete shift will not be subject to rescheduling but will be considered time worked for the purpose of computing overtime.
- 18.4 The existing policies regarding leave, mileage, and/or per diem for courses offered outside the City shall remain in full force and effect for the duration of the Agreement.
- 18.5 Fire fighters who are required to attend educational, or instructional courses during their regularly scheduled days off shall have proportionate days off rescheduled prior to attendance.

19

## POSITION DESCRIPTIONS AND SPECIFICATIONS

19.1

### Job Descriptions

19.1.1

Official job descriptions may be available through the City Human Resources Department. Job descriptions shall represent a general list of duties and responsibilities performed by employees.

20 PROMOTIONAL PROCEDURES and POLICIES

20.1 Promotional Procedure

20.1.1 The City, Fire Administration and the Union agree to meet on an as needed basis to discuss and develop a promotional process and to recommend the process to the CAO, Director of Human Resources and Fire Chief.

20.1.2 One union representative will be granted leave without pay for the purpose of attending such meetings.

20.2 The rank of Firefighter, Driver, Lieutenant and Captain will be separated by a 10% difference in pay.

20.3 Temporary Upgrade

20.3.1 Employees will receive an actual 10% increase on a temporary upgrade.

20.3.2 All members will accept upgrade to the next rank when directed, unless they have submitted a letter of refusal to upgrade to the Labor Management Committee.

20.3.3 It is incumbent upon the individual member to ensure that their personnel profile is accurate and up to date at the FOC. An employee who has been approved to refuse upgrade, pursuant to section 20.3.7., shall be considered ineligible for temporary upgrade until a letter is submitted by the employee to the Deputy Chief of Human Resources indicating that the employee is willing to temporary upgrade.

20.3.4.1 Before any Driver or upgraded Driver is assigned to operate/drive an Engine, Ladder, Squad or Rescue they must have successfully completed the driver certification requirements of the specific apparatus they are being assigned to drive/operate. Except in an emergency, no Driver or upgraded Driver will be allowed or forced to accept an assignment to operate/drive an apparatus until they are certified by the Fire Academy staff.

20.3.4.2 Before any member is assigned to upgrade to the next rank they must have successfully completed the certification requirements of the rank they are being upgraded to. Except in an emergency, no member will be allowed or forced to accept an assignment to a higher rank until they are certified by the Fire Academy staff.

20.3.5 It is understood that members who refuse to upgrade within a one-year period to a promotional exam will not be eligible to participate in the promotional process. It is also understood that members on promotional lists will be directed to upgrade and may be required to float to upgrade. Further exceptions to this provision may occur should both the City and the Union agree.

- 20.3.6 As an incentive, firefighters who are certified to drive shall be removed from the floating pool and shall be required to float only when required to upgrade at other stations as outlined above, or if the failure to float would result in overtime that would not usually occur. Floating by certified firefighters to avoid unnecessary overtime would be based on seniority, with the least senior firefighter floating first.
- 20.3.7 Members shall be allowed to submit a letter of refusal to upgrade as indicated above; however, this letter shall only be a request. A joint labor management committee shall be formed consisting of two Union appointees, two Department appointees and a fifth at large member selected by the other four members. The committee shall meet as needed and shall interview members who have submitted refusal to upgrade letters. The committee will deliberate on the refusal to upgrade letters based on the justifications given by the member wishing not to upgrade. The committee shall submit official recommendations to the Fire Chief in a timely manner. The member shall not be required to upgrade until the Fire Chief has rendered a decision, unless the failure to act would result in overtime that would not usually occur. In this event the member would be required to upgrade.
- 20.3.8 Drivers shall be allowed to upgrade to the rank of Lieutenant in single engine companies where Captains are currently assigned to alleviate floating to upgrade. A Lieutenant in a different station must be upgraded to Captain to fulfill all staffing requirements as directed by the FOC.
- 20.3.9 Bargaining unit members will only upgrade in station unless unusual circumstances occur that require the member to relocate to another station.
- 20.3.10 Both Management and the Union must agree in MOU for temporary upgrades-outside-of the bargaining unit.
- 20.3.11 Temporary upgrades for Battalion Chiefs shall be made in accordance with Section 702.1 of the City Personnel Rules and Regulations.

21

PERSONNEL FILES

- 21.1 An employee will receive prior notification before any document(s) related to discipline of the employee is placed in the employee's Human Resource file.
- 21.2 Any documentation of a written reprimand, a suspension or other disciplinary action taken by management will require notification of the employee prior to placement in their Department file.
- 21.3 The City agrees to allow all bargaining members access to their personnel file for review. Materials may be removed from the personnel records with the authorization of the Human Resource Director, or designated representative.

22 CONDITIONS of EMPLOYMENT

22.1 Drug Testing

22.1.1 The parties agree that substance abuse will not be tolerated in the Fire Department. In recognition of the need to maintain a drug free work place, Management may implement certain policies and procedures. Prior to the implementation of these policies and procedures the Union will be allowed to provide input.

22.1.2 The City and the Union recognize that drug testing implicates important privacy issues to the employees subject to testing, and further recognize the importance to both the employee and the City of insuring maximum accuracy of the testing process. The City and the Union therefore agree to meet and confer on a periodic basis to evaluate the efficiency of the testing process and to make recommendations to the Chief Administrative Officer for improvements to the testing process.

22.2 Outside Employment

22.2.1 All members covered by this Agreement shall abide by the Personnel Rules and Regulations regarding outside employment. The Chief may approve up to four (4) additional hours per week beyond the maximum allowed by the personnel rules and regulations. The Chief's decision shall not be subject to challenge under this agreements grievance procedure.

22.2.2 For the purpose of this section, Personnel Rules and Regulations shall mean those in effect on the effective date of this contract.

22.3 AFR First Offense DWI Protocol

22.3.1 This protocol ensures accountability for AFR Administration, protects the City's valuable investment in personnel while providing a means of rehabilitation for bargaining unit members. This protocol shall be included in the Albuquerque Fire Rescue's Disciplinary Guidelines. AFR Bargaining Unit Personnel must have a personnel file void of any discipline involving a written reprimand or higher within the preceding 4 years and not have any arrests and/or convictions for DWI, prior to employment with AFR, in order to be eligible for the First Offense DWI protocol.

22.3.2 DWI Arrest

22.3.2.1 AFR Bargaining Unit Personnel who are arrested and cited for DWI, absent of any aggravated circumstances as defined by NM state statute, shall be considered guilty of conduct unbecoming of a Fire Fighter as defined by the City of Albuquerque Personnel Rules and Regulations. Fire Bargaining Unit Personnel shall be demoted to the rank of Fire Fighter 1<sup>st</sup> Class. IF a Fire Fighter 1<sup>st</sup> Class is arrested and cited for a DWI their hourly rate shall be reduced by \$1.00. Fire Bargaining Unit Personnel must immediately enter the Employee Assistance Program.

22.3.3 EXONERATION

22.3.3.1 AFR Bargaining Unit Personnel who are exonerated of all charges of DWI may petition the Fire Chief for reinstatement of rank to include lost wages. The Fire Chief's decision in reinstatement is not subject to appeal.

22.3.4 CONVICTION

22.3.4.1 AFR Bargaining Unit Personnel who are convicted of DWI shall maintain their demotion/reduction in pay for a minimum of one (1) year from date of arrest. One year after the DWI arrest the Fire Chief shall have the discretion to rescind the demotion/reduction in pay after review of the facts of the Fire Fighter's rehabilitation. The Fire Chief's decision in reinstatement is not subject to appeal.

22.3.5 STIPULATED AGREEMENT

22.3.5.1 Fire Bargaining Unit Personnel must accept a stipulated agreement with the Albuquerque Fire Rescue agreeing to comply with all the terms and conditions of the AFR First Offense DWI Program and the Employee Assistance Program's directives. Noncompliance with the EAP shall result in automatic termination of employment with the City of Albuquerque.

## WRITTEN REPRIMANDS

- 23.1 An employee may grieve a written reprimand in the manner set forth below or in accordance with the City's Merit System Ordinance. Once an employee chooses an option, the choice shall be irrevocable. The employee may not use both grievance processes.
- 23.2 Unless there is a request for mediation, the parties will not be required to submit written reprimands through the City Mediation Program.
- 23.2.1 A written reprimand will only be determined and issued through the employee's chain of command. The Fire Chief or designee may request an informal meeting to review facts and/or circumstances prior to the reprimand being imposed.
- 23.2.2 A written reprimand will be grieved to the supervisor of the issuing individual who determined and issued the reprimand. If the issuing individual is at the rank of Battalion Chief, the grievance will be heard by the Deputy Chief who supervises said Battalion Chief. This will be the employee's opportunity to respond to the discipline. This grievance may be in writing or in person and must occur within ten (10) days after the employee receives and has the opportunity to sign for the reprimand. A denial of grievance by the relevant supervisor can be appealed to the Deputy Chief of Human Resources. The decision of the Deputy Chief will be final.
- 23.2.3 The discipline will be considered imposed after the final decision of the supervisor. If there is no request for review, the discipline will be considered imposed after the ten (10) day period passes.
- 23.2.4 The Department Director, or his/her designee within the department, has the sole authority to discipline.
- 23.3 A written reprimand may be used for disciplinary purposes for up to four (4) years from the date of the incident. If another infraction occurs within the four (4) years, the reprimand may be used for disciplinary purposes for up to five (5) years from the original date of the incident. A written reprimand will not be considered for transfer or in the promotional process. If a written reprimand is used for progressive discipline, the Ad Hoc Grievance Committee may consider the underlying issues in determining the appropriateness of the progressive discipline.

- 24.1.1 The purpose of this procedure is to secure, in an atmosphere of courtesy and cooperation and at the lowest possible administrative level, an equitable solution to the problems which may arise. A grievance, as well as any subsequent appeal, should first be discussed with the aggrieved person's immediate supervisor with the objective of resolving the matter informally.
- 24.1.2 Grievances are formal complaints of employees concerning an alleged violation of a specific provision(s) of the agreement, or actions taken by management which result in a loss of pay or seniority, or in written reprimand. An appeal is a request for reversal of a decision made by a supervisor regarding a grievance. Members may appeal a denial of a grievance to the Deputy Chief of Human Resources, as outlined in Sec. 23.2.2. Other complaints firefighters have about working conditions, rules and regulations, promotions and transfers must be made through the chain of command.
- 24.1.3 Since it is important that grievances be resolved as rapidly as possible, time limits given shall be considered as maximum and every effort shall be made to expedite the process. In the event the last day of a time limit falls on a weekend or legal holiday as defined herein, the time limit shall include the next working day as well.
- 24.1.4 Refusal to appear and participate in a grievance or subsequent appeal proceeding at any formal stage in a proceeding shall result in forfeiture of the member's right to grieve or later appeal. As a condition of employment, employees are required to appear as witnesses in any grievance or appeal hearings when requested by the aggrieved employee or by members of the City administrative staff.
- 24.1.5 Before taking action, which could result in loss of pay or seniority, the Fire Chief or designee may call for an informal review of the circumstances surrounding the proposed action. A firefighter who is aggrieved by such action may grieve the decision within ten (10) calendar days of the action being taken. Upon receipt of a grievance or subsequent appeal, Management shall respond within 10 calendar days. If the decision is delayed for longer than 10 days, management will provide written notice of the delay. A supervisor contemplating discipline shall not be required to submit the issue to the City Mediation Program Coordinator prior to the employee's response to the discipline. (The decision of the Department Director may be grieved or subsequently appealed through the provisions set forth in this section.)
- 24.1.6 Disciplinary action in the form of a suspension may be implemented immediately or postponed pending the outcome of a grievance or subsequent appeal. The decision by the Department Director as it relates to the immediate implementation or postponement of the suspension will be made on a case-by-case basis, and shall not be considered to set precedent.

- 24.1.7 An attempt will be made to notify a firefighter in a disciplinary action in every-day language and not track the language of a criminal statute or criminal ordinance. No specific language is required to meet any jurisdictional test. The language need only be specific enough to notify the officer of the alleged misconduct. This section will not limit the City from pursuing any criminal charges against the firefighter.
- 24.1.8 Participation in the City Mediation Program shall be voluntary. The member may elect mediation or he/she may bypass the City Mediation Program and the additional review by the Department Director.
- 24.1.9 A grievance by an employee(s) alleging a violation of a specific provision(s) of this Agreement may only be grieved to the City's Labor-Management Relations Board by the Union.
- 24.1.10 Appeals involving discipline resulting in suspensions, demotion or discharge will be done so in accordance with the provisions of Section 3-1-25 of the Merit System Ordinance.
- 24.1.11 The employee may file a written response to any document containing adverse comments entered into his/her personnel file. The written response shall be attached to the document.

25

## EMPLOYEE REIMBURSEMENTS

- 25.1 Employee shall receive Per Diem and mileage reimbursements in accordance with the City's Rules and Regulations and Procedures.
- 25.2 Damage to Personal Property
  - 25.2.1 Loss or damage to personal items on City property will be handled in accordance with the City Risk Management manual.
- 25.3 Employees whose prescription eye glasses are damaged while employee is on duty, through no fault of the employee, will be eligible for reimbursement up to a maximum of \$200.00 per year.

## 26.1 Legal Protection/ Civil Actions

26.1.1 Should a member of the bargaining unit be sued in a civil action for any allegations arising out of the course and scope of their employment, the City will defend and indemnify that employee pursuant to the requirements of the New Mexico Tort Claims Act, Section 41-4-1, et. seq., NMSA 1978, (as amended).

26.1.2 Firefighters subpoenaed on behalf of the City or at the request of the D.A., on issues arising as a direct result of actions taken while in the performance of their duties will do so on pay status. It is understood that any compensation received while on pay status with the City shall be returned to the City.

27

## EMPLOYEE ASSISTANCE PROGRAMS

### 27.1 Employee Assistance Program

27.1.1 Fire fighters are eligible to participate in the City's Employee Assistance Program. This program provides for self-referral, supervisory referral, department head or counselor referral. This program will include, but is not limited to, assistance in stress, burnout, alcohol and drug related problems. Information presented to the doctor's participating in this program is confidential.

### 27.2 Membership Assistance Program

27.2.1 The City agrees to pay the local \$13,500.00 per fiscal quarter of FY19 to provide for an in-house Membership Assistance Program.

As of July 1, 2019, the City agrees to pay the local \$17,000.00 per fiscal quarter of FY20 to provide for an in-house Membership Assistance Program

The Union shall provide an audit of expenses each year. The Union and the Department shall jointly approve councilors for the program. The parties will maintain the principle of anonymity they have established with this program and the City's Employee Assistance Program.

### 27.3 Funeral and Burial Expense

27.3.1 The City agrees to defray funeral and burial expenses of any Firefighter who dies while on duty up to a maximum of ten thousand dollars (\$10,000).

### 27.4 Critical Incident Stress Debriefing

27.4.1 The City/Department shall be prepared to discuss the possibility of providing Chaplain services for employees.

### 27.5 Communicable Disease Screening

27.5.1 The Department and the Union shall jointly attempt to expand the testing program for Communicable diseases and conditions listed under the Firefighter Occupational Disease Act.

28 CITY PROVIDED EQUIPMENT and TOOLS

- 28.1 The City agrees to provide all the necessary safety equipment appropriate to the nature of the assignment, at the discretion of the Fire Chief.
- 28.2 The parties agree the security and maintenance of city provided equipment is a mutual concern and responsibility.
- 28.3 During the term of this agreement the Fire Administration and the Union will conduct a study regarding the damage or loss of fire department equipment and apparatus issued to employees.

29

## EMPLOYEE INCENTIVE PROGRAMS

29.1

### Academic Incentive Pay

29.1.1

Employees shall receive academic incentive pay equivalent to \$1.00 per month for each credit hour from an accredited college or university which the employee has successfully completed with a grade of "C" or better, provided, however, that the employee must have completed a minimum of 15 credit hours prior to receiving such pay.

29.1.2

To be acceptable for academic incentive pay, all credit hours must be approved by the Academic Review Committee.

29.1.3

The City shall make available \$50,000 per City fiscal year to be used for tuition assistance for any higher education accredited by an institution approved by the City and the Department. As of July 1, 2019, the City shall make \$75,000 available for tuition assistance for this and each subsequent fiscal year during the term of this contract.

30

## LAYOFF/ REDUCTION IN FORCE and RECALL

30.1

### Layoff and Recall

30.1.1

When it is necessary to have a layoff/reduction in the work force, employees will be laid off in reverse order of seniority. Laid off employees have the responsibility of keeping the City informed as to their correct mailing address.

30.1.2

The City shall notify the Union at least twenty-one (21) days prior to any reduction in force and, upon the request of the Union, shall afford the Union an opportunity to meet with the City to discuss the circumstances requiring the layoff and any proposed alternatives.

30.1.3

Employees to be laid off shall be given at least fourteen (14) calendar days notice prior to their layoff.

30.1.4

Employees laid off due to a reduction in work force will be called back in their seniority order to vacancies for which the employee qualifies either as certified EMT-P positions or Fire Suppression. Employees will be called back according to the following procedures:

30.1.4.1

The City will advise the employee to be recalled by certified or registered United States mail. A copy of such recall notice will be furnished to the Union.

30.1.4.2

An employee, upon receiving notice of recall, will within seven (7) days, signify their intention of returning, to the Chief of the Department advising the Chief of the date they will be available for service, which available date must not be later than twenty (20) calendar days from the date the employee receives the recall notice unless there are extenuating circumstances

30.1.4.3

Employees failing to comply with this section will forfeit their recall rights. Failure to report following the receipt of the recall will be considered an automatic resignation. It is understood that the City will have discharged its obligation of notification to laid off employees by having forwarded the recall notice as herein outlined.

30.1.5

No new employees will be hired in any fire fighter classification until all laid off sworn fire fighters have had an opportunity to return to work.

30.1.6

Seniority for the purpose of layoff shall mean total continuous service with Albuquerque Fire Rescue served as a uniformed fire fighter.

- 30.1.7 When a layoff/reduction in work force results in the reassignment to a lower grade, the firefighter affected shall be the least senior person. In regard to this subsection, seniority shall mean time in grade for Driver, Lieutenant, Captain and Battalion Chief. In the event two or more fire-fighters have the same promotional date, the firefighter with the higher placement on that list shall be considered senior. The firefighter moving to the lower ranks shall be considered senior to those firefighters in the lower ranks. As vacancies become available in the higher rank, the firefighters assigned to the lower rank, as a result of the reduction in force, will have first opportunity to return to their former rank prior to considering firefighters on promotional list.
- 30.1.8 In general, it is understood and agreed by the parties that in the Department, in the uniform service, the individual affected by a reduction in force will have preference over an individual on a promotional list.
- 30.1.9 An employee shall have recall rights for two (2) years. If the laid off employee has not been recalled to work within two (2) years, the City shall have no further recall or re-employment obligation to the laid off employee.

31 RESIGNATION and RETIREMENT

31.1 Resignation

31.1.1 Bargaining Unit members shall be compensated in cash at their regular rate of pay for any unused accumulation of vacation when they are permanently separated from the City.

31.2 Retirement

31.2.1 At the time of retirement bargaining unit members may convert accumulated sick and vacation to early retirement leave or be compensated in cash at their regular rate of pay.

31.2.2 Accumulated vacation and sick leave, accrued prior to March 10, 2001, will be converted from 11.2 hours to 12.0 hours, prior to being converted to early retirement leave provided the employee takes all of the time for this purpose. This conversion shall not apply to cash out of accrued leave upon retirement.

31.2.3 Early retirement shall be taken on an hour for hour basis.

31.3 Deferred Compensation

Any firefighter, on a deferred compensation program, who retires at the end of the calendar year, is entitled to be paid a catch-up deferral from accumulated sick and vacation leave in conjunction with the last regular paycheck of the calendar year. The firefighter will be entitled to a second similar catch-up deferral in conjunction with or immediately following final payment of hours worked in the first regular payroll of the new calendar year. Such catch-up deferrals shall be for amounts allowed by federal law and shall use payroll practices currently in place. Any firefighter who intends to retire during a calendar year, but not at the end of a calendar year as stipulated above, is entitled to be paid a catch-up deferral from accumulated sick and vacation leave in conjunction with the last regular paycheck of the calendar year immediately preceding the year in which the retirement will occur, subject to submittal of an irrevocable letter of retirement. The firefighter will be entitled to a second similar catch-up deferral in conjunction with or immediately following final payment of hours worked in the final regular paycheck at retirement. Payment of any balance remaining of accumulated sick or vacation hours shall be in accordance with the current cash-out policy as stated elsewhere within this agreement. Under no circumstances will the allowable deferral be exceeded in any calendar year.

32

## AFR COMMITTEES & DEPARTMENT POLICIES

32.1

### AFR Standing / Ad Hoc Committees

32.1.1

There will be two types of Committees working within Albuquerque Fire Rescue:

32.1.1.1

Standing Committees will be responsible for addressing long-term concerns, matters, or issues.

32.1.1.2

Ad Hoc committees will be responsible for addressing a specific, short-term matter or issue, and then be disbanded.

32.1.1.3

Both Committee types will operate under the following guidelines unless otherwise noted in this Collective Bargaining Agreement:

32.1.1.3.1

Standing Committee appointments will last for the period of one year.

32.1.1.3.2

Committees will consist of between five and seven members, with seven being the maximum.

32.1.1.3.3

Members are encouraged to serve only on one Standing committee at a time.

32.1.1.3.4

The makeup of the Committees, whether Standing or Ad Hoc, will be determined and appointed by the Fire Chief and the IAFF Local 244 General President.

32.1.1.3.5

There shall be a Committee Chair, appointed by the serving members of said Committee.

32.1.1.3.6

An Agenda and notes are required for each Committee meeting.

32.1.1.3.7

Quarterly Reports from each Committee shall be published on Sharepoint.

32.1.1.4

There will be six Standing Committees

32.1.1.4.1

Safety Committee.

32.1.1.4.2

Rules and Regulations / Policy Review Committee.

32.1.1.4.3

Labor Management Committee.

32.1.1.4.4

Apparatus and Equipment Committee.

32.1.1.4.5

Academic Review Committee.

32.1.1.4.6

Dispatch Review Committee.

32.2 AFR Department Policies

32.2.1 The City has provided the Union with a copy of Albuquerque Fire Rescue Policies. It is the responsibility of the Union to keep this manual up to date. Management will provide any changes or updates of material contained in the Manual of Operations.

32.2.2 The Union shall be provided the opportunity to propose additions and modifications to the AFR Policies. The Union shall also be provided the opportunity to meet with the Fire Chief or the Fire Chief's designee to discuss the proposed additions and modifications. This provision shall not be interpreted in a manner that in any way reduces or eliminates the Fire Chief's rights and authority to approve and implement the guidelines.

32.3 Patient/ Citizen Health Condition

32.3.1 Both parties recognize the need for patient confidentiality. Firefighters shall not discuss or divulge patient or incident information without authorization of the Fire Chief or designee. The exceptions are when necessitated for official case reviews, departmental continuing education and legal requirements. Legal requirements are court testimony, depositions, departmental hearings, departmental investigations and with the City Attorney. Additionally, information shall be provided to the Quality Assurance Officers and the Medical Director.

33

## GENERAL ADMINISTRATIVE PROVISIONS

### 33.1 Agreements/Memoranda of Understanding (MOU)

33.1.1 These documents require the signature of the President of the Union and the Chief Administrative Officer (CAO). The documents will be dated and will be filed with the City Clerk's Office. These documents will be administered in conjunction with the Collective Bargaining Agreement and are in effect for the duration of the contract period in which they are signed. All MOUs must be attached at the end of each contract.

### 33.2 Contingency Clause

33.2.1 In the event the parties do not reach agreement by the expiration date, the parties may, by mutual agreement, extend the current contract.

### 33.3 Entire Agreement

33.3.1 It is understood and agreed by and between the parties hereto that this Agreement is the only existing Agreement between the parties and replaces any and all previous Agreements.

### 33.4 Savings Clause

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

### 33.5 Term of Agreement

33.5.1 This Agreement is to be effective 12:01a.m. May 1, 2018 and shall remain effective until and including June 30, 2020. Should neither party to this Agreement request the opening of negotiations as provided in the LMRO, as amended, this Agreement and the conditions herein shall continue in effect from year to year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 11<sup>th</sup> day of May, 2018.

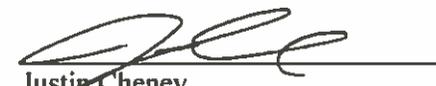
CITY OF ALBUQUERQUE

  
\_\_\_\_\_  
Timothy M. Keller  
Mayor

  
\_\_\_\_\_  
Sarita Nair  
Chief Administrative Officer

ALBUQUERQUE AREA FIRE FIGHTERS UNION  
IAFF Local 244, City Chapter

  
\_\_\_\_\_  
Diego Arencón  
General President

  
\_\_\_\_\_  
Justin Cheney  
City Chapter Vice-President

Form Reviewed by Legal Department

  
\_\_\_\_\_  
By: Esteban A. Aguilar Jr.  
City Attorney

(Seal)

  
\_\_\_\_\_  
City Clerk



OFFICE OF THE CITY CLERK  
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[CITYCLERK@CABQ.GOV](mailto:CITYCLERK@CABQ.GOV)

## 2021 CAMPAIGN FINANCE REPORT

### FOR CANDIDATES

COMMITTEE		TREASURER	
MANUEL GONZALES III PO BOX 27408 ALBUQUERQUE, NM 87125 PHONE: (505) 259-4131 EMAIL: M3GONZALES@COMCAST.NET		DOLORES GONZALES-LIMON  PHONE: (505) 228-9752 EMAIL: MANNYFORMAYOR2021@GMAIL.COM	
REPORT	DUE DATE	REPORTING PERIOD	
FINANCIAL STATEMENT 2	05/10/2021	04/06/2021 - 05/03/2021	

### FINANCIAL ACTIVITY SUMMARY

CASH ACTIVITY	
	TOTAL FOR THIS PERIOD
1. CASH BALANCE FROM LAST REPORT	\$0.00
2. TOTAL MONETARY CONTRIBUTION THIS REPORTING PERIOD (FORM A1)	\$16,600.00
3. TOTAL LOANS THIS REPORTING PERIOD (FORM C1)	\$0.00
4. TOTAL LOAN FORGIVENESS THIS REPORTING PERIOD (FORM C2)	\$0.00
5. TOTAL EXPENDITURES THIS REPORTING PERIOD (FORM B1)	\$10,596.61
6. TOTAL LOAN REPAYMENTS THIS REPORTING PERIOD (FORM B2)	\$0.00
7. CLOSING BALANCE THIS REPORTING PERIOD ( 1 + 2 + 3 + 4 - 5 - 6)	\$6,003.39
OTHER ACTIVITY	
8. TOTAL IN-KIND CONTRIBUTIONS THIS REPORTING PERIOD (FORM A2)	\$1,024.81
9. TOTAL DEBTS AND OBLIGATIONS INCURRED (FORM D)	\$0.00
10. TOTAL ANONYMOUS CONTRIBUTIONS (FORM A3)	\$0.00

I, DOLORES GONZALES-LIMON, HERE BY SWEAR OR AFFIRM, UNDER PENALTY OF PURJURY UNDER THE LAWS OF THE STATE OF NEW MEXICO, THAT ALL THE INFORMATION ON THIS FORM AND ANY ATTACHMENTS IS TRUE CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE; AND I FURTHER SWEAR OR AFFIRM THAT IF THIS IS A FINAL REPORT THE CANDIDATE NAMED HEREIN HAS BEEN DISSOLVED OR NO LONGER EXISTS AND THAT THE COMMITTEE BANK ACCOUNT HAS BEEN CLOSED.

REPORT FILED BY: DOLORES GONZALES-LIMON  
REPORT FILED ON: 05/09/2021  
AMENDED: 05/21/2021  
PRINTED: 06/12/2021  
COMMITTEE ID: 7103

**FORM A-1  
MONETARY CONTRIBUTIONS**

DATE RECEIVED	CONTRIBUTOR / INFORMATION	CONTRIBUTION TYPE	AMOUNT
4/7/2021	IAN DAY ONE CIVIC PLAZA NW ALBUQUERQUE, NM 87102  OCCUPATION/EMPLOYER: Automotive Industry BERNALILLO COUNTY SHERIFF'S DEPARTMENT	Monetary  PURPOSE: SEED MONEY - CASH	\$250.00
4/7/2021	MARIA GARCIA-KOREN 6400 UPTOWN NE ALBUQUERQUE, NM 87110  OCCUPATION/EMPLOYER: Teacher/Education ALBUQUERQUE PUBLIC SCHOOLS	Monetary  PURPOSE: SEED MONEY - CASH	\$250.00
4/7/2021	CARSON KOREN 5911 PRINCESS JEANNE AVENUE NE ALBUQUERQUE, NM 87110  OCCUPATION/EMPLOYER: Student NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - CASH	\$250.00
4/7/2021	JUSTICE KOREN 5911 PRINCESS JEANNE AVENUE NE ALBUQUERQUE, NM 87110  OCCUPATION/EMPLOYER: Student NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - CASH	\$250.00
4/7/2021	ERIC STEINMAUS 936 INDIANA STREET SE ALBUQUERQUE, NM 87108  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - CASH	\$250.00
4/7/2021	STONY VALDEZ 2211 LOMAS BLVD NE ALBUQUERQUE, NM 87106  OCCUPATION/EMPLOYER: Healthcare/Medical UNM HOSPITAL	Monetary  PURPOSE: SEED MONEY - CASH	\$250.00
4/7/2021	VICTORIA VALDEZ 2211 LOMAS BLVD NE ALBUQUERQUE, NM 87106  OCCUPATION/EMPLOYER: Healthcare/Medical UNM HOSPITAL	Monetary  PURPOSE: SEED MONEY - CASH	\$250.00
4/7/2021	EDWARD VONSTANGE 1205 SKYLINE NE ALBUQUERQUE, NM 87123  OCCUPATION/EMPLOYER: Retail Sales SELF-EMPLOYED	Monetary  PURPOSE: SEED MONEY - CASH	\$250.00

4/8/2021	LAWRENCE KOREN 400 ROMA NW ALBUQUERQUE, NM 87102  OCCUPATION/EMPLOYER: Law Enforcement BERNALILLO COUNTY SHERIFF'S DEPARTMENT	Monetary  PURPOSE: SEED MONEY - CHECK NO. 1058	\$250.00
4/8/2021	DAVID LUJAN 6840 SECOND STREET NW ALBUQUERQUE, NM 87106  OCCUPATION/EMPLOYER: Firefighters/Paramedics BERNALILLO COUNTY FIRE DEPARTMENT	Monetary  PURPOSE: SEED MONEY - CASH	\$250.00
4/8/2021	MAUREEN MANRING 7601 JEFFERSON NE ALBUQUERQUE, NM 87109  OCCUPATION/EMPLOYER: Insurance Industry NM HEALTH INSURANCE EXCHANGE	Monetary  PURPOSE: SEED MONEY - CASH	\$250.00
4/8/2021	BRIAN SPENCER 8300 BOONE BLVD SUITE 400 VIENNA, VA 22182  OCCUPATION/EMPLOYER: Science/Technology CRITERION SYSTEMS INC.	Monetary  PURPOSE: SEED MONEY - CASH	\$250.00
4/8/2021	EDWARD STANGE III 532 GEORGIA STREET SE ALBUQUERQUE, NM 87108  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - CHECK NO. 5660	\$250.00
4/8/2021	BRAD STEINMAUS 1850 TOWERS CRES PLAZA TYSONS, VA 22182  OCCUPATION/EMPLOYER: Science/Technology AXSEUM INC.	Monetary  PURPOSE: SEED MONEY - CASH	\$250.00
4/8/2021	THERESE J STEINMAUS 936 INDIANA STREET SE ALBUQUERQUE, NM 87108  OCCUPATION/EMPLOYER: Homemaker NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - CASH	\$250.00
4/8/2021	CHARMAIN STEPHENSON 12703 YORBA LINDA SE ALBUQUERQUE, NM 87123  OCCUPATION/EMPLOYER: Homemaker NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - CASH	\$250.00
4/8/2021	ROB STEPHENSON 601 COMANCHE ROAD NE ALBUQUERQUE, NM 87107  OCCUPATION/EMPLOYER: Automotive Industry SYSCO	Monetary  PURPOSE: SEED MONEY - CASH	\$250.00

4/9/2021	RAMON GARCIA 2444 ORO VISTA ROAD NW ALBUQUERQUE, NM 87107  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - CASH	\$250.00
4/9/2021	ROSALIE GARCIA 2444 ORO VISTA ROAD NW ALBUQUERQUE, NM 87107  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - CASH	\$250.00
4/9/2021	CHRISTINE LUCERO 1240 PENNSYLVANIA NE ALBUQUERQUE, NM 87110  OCCUPATION/EMPLOYER: Healthcare/Medical PRESBYTERIAN HEALTH CARE	Monetary  PURPOSE: SEED MONEY - CASH	\$250.00
4/9/2021	XENIA LUJAN 1612 RAIN PLACE NW ALBUQUERQUE, NM 87120  OCCUPATION/EMPLOYER: Homemaker NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - CASH	\$250.00
4/9/2021	ART MANRING 2200 MIDTOWN PLACE NE SUITE C ALBUQUERQUE, NM 87107  OCCUPATION/EMPLOYER: Retail Sales NATIONAL ELECTRIC	Monetary  PURPOSE: SEED MONEY - CASH	\$250.00
4/9/2021	GEORGE WOOLEY 6400 UPTOWN BLVD NE ALBUQUERQUE, NM 87110  OCCUPATION/EMPLOYER: Teacher/Education ALBUQUERQUE PUBLIC SCHOOLS	Monetary  PURPOSE: SEED MONEY - CASH	\$250.00
4/15/2021	MICHELE MARTINEZ 400 ROMA AVENUE NW ALBUQUERQUE, NM 87102  OCCUPATION/EMPLOYER: Office and Administrative Occupations BERNALILLO COUNTY SHERIFF'S DEPARTMENT	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$5.00
4/19/2021	LORNE AHKEE 2205 COBA ROAD SE RIO RANCHO, NM 87124  OCCUPATION/EMPLOYER: Manufacturing MANUFACTURING	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$25.00
4/19/2021	MIKE ANKNER 2000 WYOMING BLVD SE ALBUQUERQUE, NM 87123  OCCUPATION/EMPLOYER: Government/Civil FEDERAL GOVERNMENT/KAFB	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$20.00

4/19/2021	STEVEN ARIAS 400 ROMA NW ALBUQUERQUE, NM 87102  OCCUPATION/EMPLOYER: Law Enforcement CITY OF ALBUQUERQUE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$250.00
4/19/2021	RANDY ASSELIN 3816 CARLISLE BLVD NE ALBUQUERQUE, NM 87107  OCCUPATION/EMPLOYER: General Business SURV-TEK	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$250.00
4/19/2021	RUBEN CORDOVA 708 1ST STREET NW ALBUQUERQUE, NM 87102  OCCUPATION/EMPLOYER: Clergy/Faith-based CENTER CITY CHURCH	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$50.00
4/19/2021	J DEE DENNIS 11201 INVERNESS COURT NE ALBUQUERQUE, NM 87111  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$250.00
4/19/2021	SANTIAGO FLORES 1400 INDEPENDENCE AVENUE SW WASHINGTON, DC 20250  OCCUPATION/EMPLOYER: Law Enforcement USDA	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$100.00
4/19/2021	RODNEY GETTING 1104 CALLE DEL RANCHERO NE ALBUQUERQUE, NM 87106  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$50.00
4/19/2021	JULIE GLASS 7308 GALLONS AVENUE NE ALBUQUERQUE, NM 87109  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$10.00
4/19/2021	ROBERT GUSTIN P.O. BOX 3084 TRUTH OR CONSEQUENCES, NM 87190  OCCUPATION/EMPLOYER: Real Estate Professional SELF-EMPLOYED	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$250.00
4/19/2021	JESSE HOISINGTON 1748 COOKE CANYON DRIVE NW ALBUQUERQUE, NM 87120  OCCUPATION/EMPLOYER: Science/Technology BIOMERIEUX	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$25.00

4/19/2021	K-RAM INC 7008 2ND STREET NW ALBUQUERQUE, NM 87107  BUSINESS/GROUP INFO: KAREN LOVATO ROOFING CONTRACTOR	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$250.00
4/19/2021	KAREN LOVATO 7008 2ND STREET NW ALBUQUERQUE, NM 87107  OCCUPATION/EMPLOYER: Business Owner K-RAM INC	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$250.00
4/19/2021	LUZ NEIL 400 ROMA NW ALBUQUERQUE, NM 87102  OCCUPATION/EMPLOYER: Law Enforcement CITY OF ALBUQUERQUE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$20.00
4/19/2021	ANDREA ROMERO 315 ALAMEDA BLVD NE SUITE C ALBUQUERQUE, NM 87113  OCCUPATION/EMPLOYER: Real Estate Professional SOUTHWEST ELITE REAL ESTATE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$5.00
4/19/2021	CLIFFORD SAYLOR 26 VISTA ALTA DRIVE TIJERAS, NM 87059  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$20.00
4/19/2021	EVERETT SCHUMMER 8900 SAN MATEO BLVD NE ALBUQUERQUE, NM 87113  OCCUPATION/EMPLOYER: Healthcare/Medical QUEST DIAGNOSTICS	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$50.00
4/19/2021	PETER SILVA 400 ROMA AVENUE NW ALBUQUERQUE, NM 87102  OCCUPATION/EMPLOYER: Law Enforcement CITY OF ALBUQUERQUE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$10.00
4/19/2021	RAUL VIGIL 4491 CERRILLOS ROAD SANTA FE, NM 87507  OCCUPATION/EMPLOYER: Law Enforcement STATE OF NEW MEXICO	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$200.00
4/19/2021	JIMMY WILEMON 7101 LUELLA ANNE DRIVE NE ALBUQUERQUE, NM 87109  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$20.00

4/19/2021	ANGELA WILLIAMSON 100 SUN AVENUE NE SUITE 600 ALBUQUERQUE, NM 87109  OCCUPATION/EMPLOYER: Business Owner MODULUS ARCHITECTS	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$250.00
4/20/2021	MICHAEL CASTRO 4606 RIO GRANDE LANE NW ALBUQUERQUE, NM 87107  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$250.00
4/20/2021	HECTOR CHAVEZ 1620 ALAMEDA BLVD NW ALBUQUERQUE, NM 87114  OCCUPATION/EMPLOYER: Retail Sales AMERICA'S MATTRESS	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$10.00
4/20/2021	DIANA DUKE 12208 YELLOWSTONE ROAD NE ALBUQUERQUE, NM 87111  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$25.00
4/20/2021	ANNA FELIX 400 ROMA AVENUE NW ALBUQUERQUE, NM 87102  OCCUPATION/EMPLOYER: Law Enforcement CITY OF ALBUQUERQUE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$20.00
4/20/2021	KIMBERLY GONZALES 520 LOMAS BLVD NW ALBUQUERQUE, NM 87102  OCCUPATION/EMPLOYER: Attorney/Legal STATE OF NEW MEXICO	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$10.00
4/20/2021	PAULETTE MOORE 7409 YARWOOD STREET NE ALBUQUERQUE, NM 87109  OCCUPATION/EMPLOYER: Healthcare/Medical CHROMA CROWN & BRIDGE INC	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$100.00
4/20/2021	DIANA RODRIGUEZ 8813 2ND STREET NW ALBUQUERQUE, NM 87114  OCCUPATION/EMPLOYER: Business Owner ALL TECH SERVICE COMPANY INC	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$250.00
4/20/2021	JULIE ROSS 2725 CAMPBELL ROAD NW ALBUQUERQUE, NM 87104  OCCUPATION/EMPLOYER: General Business SELF EMPLOYED	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$10.00

4/20/2021	SANDRA SANCHEZ 8000 PASEO DEL NORTE BLVD NE ALBUQUERQUE, NM 87122  OCCUPATION/EMPLOYER: Retail Sales STRIVE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$20.00
4/20/2021	GEMMA SANTOS 505 ELM STREET NE ALBUQUERQUE, NM 87102  OCCUPATION/EMPLOYER: Healthcare/Medical HEART HOSPITAL OF NEW MEXICO	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$50.00
4/20/2021	EVERETT SMITH 4636 CARL HATCH PLACE NW ALBUQUERQUE, NM 87114  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$25.00
4/20/2021	LANCE TAYLOR 7788 JEFFERSON STREET NE ALBUQUERQUE, NM 87109  OCCUPATION/EMPLOYER: Healthcare/Medical SOUTHWEST GASTROENTEROLOGY	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$50.00
4/21/2021		Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$100.00
4/21/2021		Monetary  PURPOSE: SEED MONEY - CASH	\$240.00
4/21/2021		Monetary  PURPOSE: SEED MONEY - CASH	\$240.00
4/21/2021	ELIZABETH ARMIJO 400 ROMA NW ALBUQUERQUE, NM 87102  OCCUPATION/EMPLOYER: Law Enforcement ALBUQUERQUE POLICE DEPARTMENT	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$50.00
4/21/2021	KAREN ERICKSON 7434 RIVERTON DRIVE NW ALBUQUERQUE, NM 87120  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$100.00
4/21/2021	LARRY ERICKSON 7434 RIVERTON DRIVE NW ALBUQUERQUE, NM 87120  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$100.00

4/21/2021	JEAN MAESTAS 5605 CHURCHILL ROAD SW ALBUQUERQUE, NM 87105  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - CASH	\$200.00
4/21/2021	MICHAEL MAESTAS 7143 CROSSWINDS TRAIL NW ALBUQUERQUE, NM 87114  OCCUPATION/EMPLOYER: Not Currently Employed NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - CASH	\$220.00
4/21/2021	MICHAEL H MAESTAS 8301 SAPPHIRE SW ALBUQUERQUE, NM 87121  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - CASH	\$200.00
4/21/2021	RAMON MAESTAS P.O. BOX 542 ALBUQUERQUE, NM 87103-0542  OCCUPATION/EMPLOYER: Government/Civil BERNALILLO COUNTY	Monetary  PURPOSE: SEED MONEY - CASH	\$240.00
4/21/2021	RAMON MAESTAS P.O. BOX 542 ALBUQUERQUE, NM 87103-0542  OCCUPATION/EMPLOYER: Government/Civil BERNALILLO COUNTY	Monetary  PURPOSE: Offset due to update of filed item	(\$240.00)
4/21/2021	ROBERTA MAESTAS P.O. BOX 542 ALBUQUERQUE, NM 87103-0542  OCCUPATION/EMPLOYER: Government/Civil BERNALILLO COUNTY	Monetary  PURPOSE: SEED MONEY - CASH	\$240.00
4/21/2021	ROBERTA MAESTAS P.O. BOX 542 ALBUQUERQUE, NM 87103-0542  OCCUPATION/EMPLOYER: Government/Civil BERNALILLO COUNTY	Monetary  PURPOSE: Offset due to update of filed item	(\$240.00)
4/21/2021	LEEANN MAULDIN 10300 VENDAVAL AVENUE NW ALBUQUERQUE, NM 87114  OCCUPATION/EMPLOYER: General Business JUMPSTART AUTISM	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$20.00
4/21/2021	DAVID MURKEN 5404 LA COLONIA DRIVE NW ALBUQUERQUE, NM 87120  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$100.00

4/21/2021	TRAVIS ROBERTS 12700 CENTRAL AVENUE NE ALBUQUERQUE, NM 87123  OCCUPATION/EMPLOYER: Financial/Investment ROCKY MOUNTAIN	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$50.00
4/21/2021	JASON RODRIGUEZ 08 CANBY LANE PERALTA, NM 87042  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$20.00
4/21/2021	PAUL STITZEL 8542 YEAGER DRIVE NE ALBUQUERQUE, NM 87109-5136  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$200.00
4/21/2021	MARK WILSON P.O. BOX 67972 ALBUQUERQUE, NM 87193  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$100.00
4/21/2021	MARK WILSON P.O. BOX 67972 ALBUQUERQUE, NM 87193  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: Offset due to update of filed item	(\$100.00)
4/22/2021	TAMMY CDEBACA 1100 CENTRAL AVENUE SE ALBUQUERQUE, NM 87106  OCCUPATION/EMPLOYER: Healthcare/Medical PRESTYTERIAN HEALTHCARE SERVICES	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$5.00
4/22/2021	KENNETH EDWARDS 10700 FINELAND DRIVE NW ALBUQUERQUE, NM 87114  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$50.00
4/22/2021	VALERIE HARVEY 3553 SAN PEDRO DRIVE NE ALBUQUERQUE, NM 87110  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$250.00
4/22/2021	WILLIAM HARVEY 3553 SAN PEDRO NE ALBUQUERQUE, NM 87110  OCCUPATION/EMPLOYER: Healthcare/Medical SELF EMPLOYED	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$250.00

4/22/2021	TIMOTHY JEWELL 1 CIVIC PLAZA ALBUQUERQUE, NM 87102  OCCUPATION/EMPLOYER: Environmental Services ABCWUA	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$10.00
4/23/2021	DAVID BARELA 940 SELLERS DRIVE SE ALBUQUERQUE, NM 87112  OCCUPATION/EMPLOYER: Manufacturing DIVERSEY INC	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$100.00
4/23/2021	DENNIS R BURT 4340 CUTLER AVENUE NE ALBUQUERQUE, NM 87110  OCCUPATION/EMPLOYER: Business Owner CALIBERS	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$250.00
4/23/2021	JOE DENNIS 11201 INVERNESS COURT NE ALBUQUERQUE, NM 87111  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$250.00
4/23/2021	LEVI FETTY 10005 LYONS BLVD NW ALBUQUERQUE, NM 87114  OCCUPATION/EMPLOYER: Firefighters/Paramedics ALBUQUERQUE FIRE RESCUE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$100.00
4/23/2021	THOMAS GUTIERREZ 2818 MOYA ROAD NW ALBUQUERQUE, NM 87104  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$100.00
4/23/2021	JACKIE SANCHEZ BAIL BONDS 809 5TH STREET NW ALBUQUERQUE, NM 87102  BUSINESS/GROUP INFO: JACKIE SANCHEZ BAIL BONDS	Monetary  PURPOSE: SEED MONEY - CHECK NO. 3413	\$250.00
4/23/2021	JOE MORA JR 8001 STORYBROOK PLACE NW ALBUQUERQUE, NM 87120  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$20.00
4/23/2021	OLIVIA MORA 400 ROMA AVENUE NW ALBUQUERQUE, NM 87102  OCCUPATION/EMPLOYER: Office and Administrative Occupations SHERIFF'S OFFICE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$20.00

4/23/2021	BRYAN ROMERO 810 LOMAS BLVD NE ALBUQUERQUE, NM 87102  OCCUPATION/EMPLOYER: Healthcare/Medical UNMH	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$50.00
4/23/2021	PRAKASH SUNDARAM 4239 BALLOON PARK ROAD NE ALBUQUERQUE, NM 87109  OCCUPATION/EMPLOYER: Business Owner TOTAL MANAGEMENT	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$250.00
4/25/2021	MAUREEN MANRING 12020 AQUEDUCT ROAD SE ALBUQUERQUE, NM 87123  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$20.00
4/25/2021	KAREN SALAZAR 646 CYAN COURT NW ALBUQUERQUE, NM 87120  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$50.00
4/26/2021	BARON ARAGON 7513 PALM LANE SW ALBUQUERQUE, NM 87121  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$250.00
4/26/2021	JACK CORACI 7216 GROS VENTRE COURT NW ALBUQUERQUE, NM 87114  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$20.00
4/26/2021	DEBBIE KING 4208 AMHERST DRIVE NE ALBUQUERQUE, NM 87107  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$50.00
4/26/2021	CHRISTOFER PACHECO 6301 4TH STREET NW ALBUQUERQUE, NM 87107  OCCUPATION/EMPLOYER: Business Owner PLUMA CONSTRUCTION	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$250.00
4/27/2021	CHARLES FINEGAN 1728 RUSTY ROAD NW ALBUQUERQUE, NM 87114  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$250.00

4/27/2021	MICHAEL GALLEGOS 524 RICHMOND DRIVE SE ALBUQUERQUE, NM 87106  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$50.00
4/27/2021	WALLACE LINDSLEY 4111 SUMAC DRIVE NW ALBUQUERQUE, NM 87120  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$50.00
4/27/2021	JEAN MAESTAS 6400 UPTOWN BLVD NE ALBUQUERQUE, NM 87110  OCCUPATION/EMPLOYER: Teacher/Education APS	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$5.00
4/27/2021	MICHAEL MAESTAS 8301 SAPPHIRE STREET SW ALBUQUERQUE, NM 87121  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$5.00
4/27/2021	BILL ORTIZ 1403 LA MORA LANE SW ALBUQUERQUE, NM 87105  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$20.00
4/27/2021	JARED VANDERDUSSEN 1452 LUMBERTON DRIVE NW ALBUQUERQUE, NM 87104  OCCUPATION/EMPLOYER: Attorney/Legal WARBA	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$100.00
4/28/2021	IGNACIO ARAGON 9114 HAGERMAN AVENUE NE ALBUQUERQUE, NM 87109  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$250.00
4/28/2021	BEST WESTERN PLUS ES 4630 PAN AMERICAN FREEWAY NE ALBUQUERQUE, NM 87109  BUSINESS/GROUP INFO: PRAKASH SUNDARAM HOSPITALITY	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$250.00
4/28/2021	DENISE CHILDS 2521 BRITT STREET NE ALBUQUERQUE, NM 87112  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$45.00

4/28/2021	FAIRFIELD INN & SUITES 2300 CENTRE AVENUE SE ALBUQUERQUE, NM 87106  BUSINESS/GROUP INFO: PRAKASH SUNDARAM HOSPITALITY	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$250.00
4/28/2021	HOME2 SUITES BY HILTON 1660 UNIVERSITY BLVD NE ALBUQUERQUE, NM 87102  BUSINESS/GROUP INFO: PRAKASH SUNDARAM HOSPITALITY	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$250.00
4/28/2021	JOE JARVIS 440 WISCONSIN NE ALBUQUERQUE, NM 87108  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$25.00
4/28/2021	WILFRED MAEZ 8710 PASEO ALEGRE ROAD SW ALBUQUERQUE, NM 87105-7616  OCCUPATION/EMPLOYER: Retired NOT APPLICABLE	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$25.00
4/28/2021	SPRINGHILL SUITES 5910 HOLLY AVENUE NE ALBUQUERQUE, NM 87113  BUSINESS/GROUP INFO: PRAKASH SUNDARAM HOSPITALITY	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$250.00
4/28/2021	TOWNE PLACE SUITES 2400 CENTRE AVENUE SE ALBUQUERQUE, NM 87106  BUSINESS/GROUP INFO: PRAKASH SUNDARAM HOSPITALITY	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$250.00
4/29/2021	JOSHUA KOURI 4701 MONTANO ROAD NW ALBUQUERQUE, NM 87120  OCCUPATION/EMPLOYER: Clergy/Faith-based MESA VIEW UNITED METHODIST CHURCH	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$50.00
4/30/2021	LEWIS HANKS 6236 GHOST FLOWER TRAIL ALBUQUERQUE, NM 87111  OCCUPATION/EMPLOYER: Business Owner SELF-EMPLOYED	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$100.00
5/2/2021	AMY CRUICKSHANK 2211 LOMAS BLVD NE ALBUQUERQUE, NM 87106  OCCUPATION/EMPLOYER: Healthcare/Medical UNMH	Monetary  PURPOSE: SEED MONEY - ONLINE DONATION	\$10.00

5/3/2021	ERICKA ALFARO 401 LOMAS BLVD NW ALBUQUERQUE, NM 87102  OCCUPATION/EMPLOYER: Office and Administrative Occupations BERNALILLO COUNTY METROPOLITAN COURT	Monetary  PURPOSE: SEED MONEY - CASH	\$250.00
5/3/2021	PAUL ALFARO 7809 SPRINGWOOD ROAD NW ALBUQUERQUE, NM 87120  OCCUPATION/EMPLOYER: Business Owner ALFARO CUSTOM HOMES	Monetary  PURPOSE: SEED MONEY - CASH	\$250.00
5/3/2021	MANUEL GONZALES III PO BOX 27408 ALBUQUERQUE, NM 87125	Monetary  PURPOSE: SEED MONEY - CASH	\$500.00
<b>TOTAL MONETARY CONTRIBUTIONS</b>			\$16,600.00

**FORM A-2  
IN-KIND CONTRIBUTIONS**

<b>DATE RECEIVED</b>	<b>CONTRIBUTOR / INFORMATION</b>	<b>CONTRIBUTION TYPE</b>	<b>AMOUNT</b>
5/1/2021	FRANK FROST PHOTOGRAPHY 7400 MONTGOMERY BLVD NE SUITE 8 ALBUQUERQUE, NM 87109  BUSINESS/GROUP INFO: FRANK FROST PROFESSIONAL SESSION AND COPYRIGHT IN MASTER 1391 1384 1350 1373	In-Kind  PURPOSE: INVOICE 4774	\$1,024.81
<b>TOTAL IN-KIND CONTRIBUTIONS</b>			\$1,024.81

**FORM B-1  
EXPENDITURES**

<b>DATE RECEIVED</b>	<b>PAYEE / INFORMATION</b>	<b>PURPOSE</b>	<b>EXPENDITURE TYPE</b>	<b>AMOUNT</b>
4/17/2021	ANEDOT 1340 POYDRAS STREET SUITE 1770 NEW ORLEANS, LA 70112  BUSINESS/GROUP INFO: PAUL DIETZEL DONATION PLATFORM	TRANSFER #210417791080	Monetary	\$0.50
4/17/2021	ANEDOT 1340 POYDRAS STREET SUITE 1770 NEW ORLEANS, LA 70112  BUSINESS/GROUP INFO: PAUL DIETZEL DONATION PLATFORM	Offset due to update of filed item - TRANSFER #210417791080	Monetary	(\$0.50)
4/17/2021	ANEDOT 1340 POYDRAS STREET SUITE 1770 NEW ORLEANS, LA 70112  BUSINESS/GROUP INFO: PAUL DIETZEL DONATION PLATFORM	ANEDOT DONATION PLATFORM FEES - TRANSFER #210417791080	Monetary	\$0.50
4/21/2021	ANEDOT 1340 POYDRAS STREET SUITE 1770 NEW ORLEANS, LA 70112  BUSINESS/GROUP INFO: PAUL DIETZEL DONATION PLATFORM	TRANSFER # 210421417552	Monetary	\$136.90
4/21/2021	ANEDOT 1340 POYDRAS STREET SUITE 1770 NEW ORLEANS, LA 70112  BUSINESS/GROUP INFO: PAUL DIETZEL DONATION PLATFORM	Offset due to update of filed item - TRANSFER # 210421417552	Monetary	(\$136.90)
4/21/2021	ANEDOT 1340 POYDRAS STREET SUITE 1770 NEW ORLEANS, LA 70112  BUSINESS/GROUP INFO: PAUL DIETZEL DONATION PLATFORM	ANEDOT DONATION PLATFORM FEES - TRANSFER # 210421417552	Monetary	\$136.90
4/23/2021	ANEDOT 1340 POYDRAS STREET SUITE 1770 NEW ORLEANS, LA 70112  BUSINESS/GROUP INFO: PAUL DIETZEL DONATION PLATFORM	TRANSFER # 210423860568	Monetary	\$56.40

4/23/2021	ANEDOT 1340 POYDRAS STREET SUITE 1770 NEW ORLEANS, LA 70112  BUSINESS/GROUP INFO: PAUL DIETZEL DONATION PLATFORM	Offset due to update of filed item - TRANSFER # 210423860568	Monetary	(\$56.40)
4/23/2021	ANEDOT 1340 POYDRAS STREET SUITE 1770 NEW ORLEANS, LA 70112  BUSINESS/GROUP INFO: PAUL DIETZEL DONATION PLATFORM	ANEDOT DONATION PLATFORM FEES - TRANSFER # 210423860568	Monetary	\$56.40
4/25/2021	ANEDOT 1340 POYDRAS STREET SUITE 1770 NEW ORLEANS, LA 70112  BUSINESS/GROUP INFO: PAUL DIETZEL DONATION PLATFORM	TRANSFER # 210425710212	Monetary	\$48.30
4/25/2021	ANEDOT 1340 POYDRAS STREET SUITE 1770 NEW ORLEANS, LA 70112  BUSINESS/GROUP INFO: PAUL DIETZEL DONATION PLATFORM	Offset due to update of filed item - TRANSFER # 210425710212	Monetary	(\$48.30)
4/25/2021	ANEDOT 1340 POYDRAS STREET SUITE 1770 NEW ORLEANS, LA 70112  BUSINESS/GROUP INFO: PAUL DIETZEL DONATION PLATFORM	ANEDOT DONATION PLATFORM FEES - TRANSFER # 210425710212	Monetary	\$48.30
4/27/2021	ANEDOT 1340 POYDRAS STREET SUITE 1770 NEW ORLEANS, LA 70112  BUSINESS/GROUP INFO: PAUL DIETZEL DONATION PLATFORM	TRANSFER # 210427562044	Monetary	\$27.40
4/27/2021	ANEDOT 1340 POYDRAS STREET SUITE 1770 NEW ORLEANS, LA 70112  BUSINESS/GROUP INFO: PAUL DIETZEL DONATION PLATFORM	Offset due to update of filed item - TRANSFER # 210427562044	Monetary	(\$27.40)
4/27/2021	ANEDOT 1340 POYDRAS STREET SUITE 1770 NEW ORLEANS, LA 70112  BUSINESS/GROUP INFO: PAUL DIETZEL DONATION PLATFORM	ANEDOT DONATION PLATFORM FEES - TRANSFER # 210427562044	Monetary	\$27.40

4/29/2021	ANEDOT 1340 POYDRAS STREET SUITE 1770 NEW ORLEANS, LA 70112  BUSINESS/GROUP INFO: PAUL DIETZEL DONATION PLATFORM	TRANSFER # 210429263897	Monetary	\$87.80
4/29/2021	ANEDOT 1340 POYDRAS STREET SUITE 1770 NEW ORLEANS, LA 70112  BUSINESS/GROUP INFO: PAUL DIETZEL DONATION PLATFORM	Offset due to update of filed item - TRANSFER # 210429263897	Monetary	(\$87.80)
4/29/2021	ANEDOT 1340 POYDRAS STREET SUITE 1770 NEW ORLEANS, LA 70112  BUSINESS/GROUP INFO: PAUL DIETZEL DONATION PLATFORM	ANEDOT DONATION PLATFORM FEES - TRANSFER # 210429263897	Monetary	\$87.80
5/1/2021	ANEDOT 1340 POYDRAS STREET SUITE 1770 NEW ORLEANS, LA 70112  BUSINESS/GROUP INFO: PAUL DIETZEL DONATION PLATFORM	TRANSFER # 210501487350	Monetary	\$6.60
5/1/2021	ANEDOT 1340 POYDRAS STREET SUITE 1770 NEW ORLEANS, LA 70112  BUSINESS/GROUP INFO: PAUL DIETZEL DONATION PLATFORM	Offset due to update of filed item - TRANSFER # 210501487350	Monetary	(\$6.60)
5/1/2021	ANEDOT 1340 POYDRAS STREET SUITE 1770 NEW ORLEANS, LA 70112  BUSINESS/GROUP INFO: PAUL DIETZEL DONATION PLATFORM	ANEDOT DONATION PLATFORM FEES - TRANSFER # 210501487350	Monetary	\$6.60
5/3/2021	ANEDOT 1340 POYDRAS STREET SUITE 1770 NEW ORLEANS, LA 70112  BUSINESS/GROUP INFO: PAUL DIETZEL DONATION PLATFORM	TRANSFER # 210503530282	Monetary	\$0.70
5/3/2021	ANEDOT 1340 POYDRAS STREET SUITE 1770 NEW ORLEANS, LA 70112  BUSINESS/GROUP INFO: PAUL DIETZEL DONATION PLATFORM	Offset due to update of filed item - TRANSFER # 210503530282	Monetary	(\$0.70)

5/3/2021	ANEDOT 1340 POYDRAS STREET SUITE 1770 NEW ORLEANS, LA 70112  BUSINESS/GROUP INFO: PAUL DIETZEL DONATION PLATFORM	ANEDOT DONATION PLATFORM FEES - TRANSFER # 210503530282	Monetary	\$0.70
5/3/2021	GO BIG MEDIA 44 CANAL CENTER PLAZA SUITE 315 ALEXANDRIA, VA 22314  BUSINESS/GROUP INFO: JOE CUETO GO DADDY DOMAINS, G-SUITE SETUP AND MONTHLY, CONSTANT CONTACT, WIX WEBSITE HOSTING, FB BOOST - ANNOU	INVOICE NO. 5222 (PAID ELECTRONICALLY)	Monetary	\$1,210.00
5/3/2021	GO BIG MEDIA 44 CANAL CENTER PLAZA SUITE 315 ALEXANDRIA, VA 22314  BUSINESS/GROUP INFO: JOE CUETO GO DADDY DOMAINS, G-SUITE SETUP AND MONTHLY, CONSTANT CONTACT, WIX WEBSITE HOSTING, FB BOOST - ANNOU	Offset due to update of filed item - INVOICE NO. 5222 (PAID ELECTRONICALLY)	Monetary	(\$1,210.00)
5/3/2021	GO BIG MEDIA 44 CANAL CENTER PLAZA SUITE 315 ALEXANDRIA, VA 22314  BUSINESS/GROUP INFO: JOE CUETO GO DADDY DOMAINS, G-SUITE SETUP AND MONTHLY, CONSTANT CONTACT, WIX WEBSITE HOSTING, FB BOOST - ANNOU	CAMPAIGN WEB PAGE - INVOICE NO. 5222 (PAID ELECTRONICALLY)	Monetary	\$1,210.00
5/3/2021	MCCLESKEY MEDIA STRATEGIES 8301 JEFFERSON STREET NE SUITE A ALBUQUERQUE, NM 87113  BUSINESS/GROUP INFO: JAY MCCLESKEY PUBLIC RELATIONS AND MARKETING FIRM	INVOICE 1182 - DIGITAL VIDEO PRODUCTION (CHECK NO. 1002)	Monetary	\$2,238.41
5/3/2021	MCCLESKEY MEDIA STRATEGIES 8301 JEFFERSON STREET NE SUITE A ALBUQUERQUE, NM 87113  BUSINESS/GROUP INFO: JAY MCCLESKEY PUBLIC RELATIONS AND MARKETING FIRM	INVOICE 1183 - PRINTING/PRODUC TION AND DESIGN PALM CARDS (CHECK NO. 1003)	Monetary	\$2,977.35
5/3/2021	MCCLESKEY MEDIA STRATEGIES 8301 JEFFERSON STREET NE SUITE A ALBUQUERQUE, NM 87113  BUSINESS/GROUP INFO: JAY MCCLESKEY PUBLIC RELATIONS AND MARKETING FIRM	Offset due to update of filed item - INVOICE 1182 - DIGITAL VIDEO PRODUCTION (CHECK NO. 1002)	Monetary	(\$2,238.41)

5/3/2021	MCCLESKEY MEDIA STRATEGIES 8301 JEFFERSON STREET NE SUITE A ALBUQUERQUE, NM 87113  BUSINESS/GROUP INFO: JAY MCCLESKEY PUBLIC RELATIONS AND MARKETING FIRM	CAMPAIGN VIDEO - INVOICE 1182 - DIGITAL VIDEO PRODUCTION (CHECK NO. 1002)	Monetary	\$2,238.41
5/3/2021	MCCLESKEY MEDIA STRATEGIES 8301 JEFFERSON STREET NE SUITE A ALBUQUERQUE, NM 87113  BUSINESS/GROUP INFO: JAY MCCLESKEY PUBLIC RELATIONS AND MARKETING FIRM	Offset due to update of filed item - INVOICE 1183 - PRINTING/PRODUC TION AND DESIGN PALM CARDS (CHECK NO. 1003)	Monetary	(\$2,977.35)
5/3/2021	MCCLESKEY MEDIA STRATEGIES 8301 JEFFERSON STREET NE SUITE A ALBUQUERQUE, NM 87113  BUSINESS/GROUP INFO: JAY MCCLESKEY PUBLIC RELATIONS AND MARKETING FIRM	CAMPAIGN MATERIALS - INVOICE 1183 - PRINTING/PRODUC TION AND DESIGN PALM CARDS (CHECK NO. 1003)	Monetary	\$2,977.35
5/3/2021	MEGAN MCMILLAN 4804 VALLE ROMANTICO WAY NW ALBUQUERQUE, NM 87120  OCCUPATION/EMPLOYER: Media/Public Relations SELF EMPLOYED	INVOICE NO. 1 - APRIL 2021 CAMPAIGN WORK (CHECK NO. 1001)	Monetary	\$3,806.25
5/3/2021	MEGAN MCMILLAN 4804 VALLE ROMANTICO WAY NW ALBUQUERQUE, NM 87120  OCCUPATION/EMPLOYER: Media/Public Relations SELF EMPLOYED	Offset due to update of filed item - INVOICE NO. 1 - APRIL 2021 CAMPAIGN WORK (CHECK NO. 1001)	Monetary	(\$3,806.25)
5/3/2021	MEGAN MCMILLAN 4804 VALLE ROMANTICO WAY NW ALBUQUERQUE, NM 87120  OCCUPATION/EMPLOYER: Media/Public Relations SELF EMPLOYED	CAMPAIGN MANAGEMENT - INVOICE NO. 1 - APRIL 2021 CAMPAIGN WORK (CHECK NO. 1001)	Monetary	\$3,806.25
<b>TOTAL EXPENDITURES</b>				\$10,596.61



**OFFICE OF INSPECTOR GENERAL**  
*City of Albuquerque*

Nicole Kelley  
Acting Inspector General

P.O. Box 1293, Suite 5025  
Albuquerque, New Mexico 87103  
Telephone: (505) 768-3150  
Fax: (505) 768-3158

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**Report of Investigation**

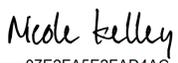
**FILE NO:** 21-0004-I

**DATE:** August 16, 2021

**SUBJECT:** The Board of Ethics & Campaign Practices requested the Office of Inspector General conduct an investigation into the complaints received regarding the qualifying contributions collections and signature process for Mayoral candidate Manuel Gonzales III.

**STATUS:** Final

**INVESTIGATOR:** J. S.

DocuSigned by:  
  
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**NICOLE KELLEY, ACTING INSPECTOR GENERAL**

**DISTRIBUTION:**

City Clerk  
City Attorney  
File

**BOE 06-2021 MTD Exhibit 4**

## Executive Summary

At a hearing held on July 16, 2021, the Board of Ethics & Campaign Practices (BOE or the Board) voted to accept requests for referrals for investigation to the Office of Inspector General (OIG). The requests were filed by the Office of the City Clerk and a complainant against the campaign of Manuel Gonzales III for Mayor. On July 16, 2021, Complainant submitted a “Request for Referral to the Office of Inspector General” in this matter. That Request sought an investigation into “whether [Respondent] has engaged in pattern and practice of submitting Fraudulent Qualifying Contributions (QC).” The Request further sought an investigation into whether Mr. Gonzales “knew or should have known that representatives acting on his behalf submitted falsified acknowledgement forms for Qualifying Contributions to the City Clerk.”

The complaint alleged that Mr. Gonzales’ campaign had violated City Charter, election laws, and the City Clerk’s rules surrounding the collection of qualified contributions. Candidates seeking office as a publicly financed candidate are required to collect \$5.00 qualifying contributions (in the form of cash, check, debit card, credit card or money order payable to the Open and Ethical Election Fund) and the voter’s signature from 1 percent of voters registered in the district they are seeking to represent. Qualifying Contributions and Petitions differ in that:

- Petitions are required by state law and require that each Mayoral Candidate receive 3,000 verified signatures from registered voters in the City of Albuquerque in order to qualify as a candidate for the ballot.
- Qualifying Contributions are \$5.00 contributions from registered voters in the City of Albuquerque (COA), which require an accompanying signature from the verified registered voters in order to receive public financing as a candidate. Each mayoral candidate for the 2021 election cycle is required to receive 1% of the COA population, or 3,779 Qualifying Contributions.

By unanimous vote, the Board determined to have an investigation conducted into the alleged violations of aspects of the Code of Ethics, the Election Code, and the Open and Ethical Elections Code as set forth in the Complaint. By further unanimous vote, the Board of Ethics voted to utilize the Office of Inspector General to conduct the investigation and provide the Board with a written report on the results of the investigation no later than August 16, 2021.

The OIG investigation was limited to the allegations asserted by the complainants in their complaints and as outlined by the Board. These included the issues described in the Summary of Allegations section below. The methodology consisted of interviewing the complainants, the City Clerk and his deputy, a random sample of registered voters, the candidate and members of his campaign, and reviewing relevant city laws, regulations, and pertinent documents. Specifically, the OIG conducted a three-part testing for this investigation:

1. The OIG interviewed a random sample of 239 individuals from the 2,025 total accepted paper qualifying contribution forms submitted by the Gonzales campaign;
2. The OIG selected a random sample of 28 signatures that were included in Keller campaign’s complaint filings (It should be noted that 6 of the 28 were captured in the 239

random sample, OIG then randomly selected an additional 22 from the Keller campaigns analysis for testing); and

3. The OIG selected a sample of individuals with QC signature dates on the same date a meeting held on May 27, 2021 for a local organization in which Mr. Gonzales attended as a speaker.

More detailed results are identified below in each section, however, in summary, below please find highlights of the various testing:

- Based on a random sample of accepted paper signatures tested, OIG found 23 instances where individuals indicated that they did not sign the QC form and did not pay the \$5.00. These instances were not isolated to just one campaign signing representative, but rather involved 11 different campaign representatives from the Gonzales campaign.
- OIG identified 15 instances where individuals indicated that they signed the QC receipt but did not pay the \$5.00 and five instances where individuals indicated that they signed the QC receipt but did not recall whether they paid the \$5.00.
- Mr. Gonzalez had the highest number of instances where individuals indicated that they signed the QC receipt but did not pay the \$5.00 – signing 4 (20 percent) of the 20 QC receipts where the individual indicated that they signed the QC but did not pay or did not recall paying the \$5.00.
- Of the 28 samples selected from the Keller Campaign’s analysis, the OIG was able to obtain confirmations from 18 (64 percent). Of these 18 confirmations, the OIG found that eight individuals reported that they neither signed the QC form nor paid the corresponding \$5.00. One other individual reported that they did sign the QC form but did not pay the \$5.00. The other nine individuals reported that they signed the QC receipt and paid the corresponding \$5.00.

The OIG found that many citizens interviewed expressed confusion of the difference between the petition and the QC and their purpose. In addition, citizens spoken to often times would use the term ‘donation’ to describe the \$ 5.00 contribution and were unaware of where these monies were applied. It should be noted as there were instances in which individuals stated that they paid the \$ 5.00 with a petition (when in fact that is not the process detailed below) or that they donated \$5.00 to the campaign (when in fact that money is not for the campaign, directly, but to the process for the candidate to attempt to obtain funding).

### **Abbreviations**

COA – City of Albuquerque

BOE or the Board - Board of Ethics & Campaign Practices

IG – Inspector General

OIG – Office of the Inspector General

QC – Qualifying Contributions

SERVIS – State Elections Registration and Voting Integrity System

## History and Background

The City Clerk is responsible for activities encompassing City elections and for promulgating regulations as required by the Open and Ethical Elections Code. The regulations provide procedures and campaign deadlines that must be adhered to by candidates running for Mayor or City Council who elect to seek eligibility to receive public financing. The Board of Ethics & Campaign Practices (BOE or the Board) provides oversight of City elections to ensure compliance with election related laws, including the Code of Ethics (City Charter Article XII), the Election Code (City Charter Article XIII), and the Open and Ethical Elections Code (City Charter Article XVI). This oversight includes, but is not limited to, receiving and investigating complaints regarding possible violations of the Code of Ethics, the Election Code, the Open and Ethical Elections Code, and/or rules promulgated by the Board and/or the City Clerk.

According to City Charter, the Board may “choose to ask for an investigation of allegations brought before it rather than simply hearing charges; to do this, it may temporarily employ or contract with investigators and require investigation by City staff assigned to the Board or by the Office of Internal Audit and Investigations<sup>1</sup> upon acceptance of the complaint after holding a preliminary hearing. The Board shall direct and limit the scope and nature of all such investigations. No such investigation shall be undertaken unless it is specifically authorized and defined by the Board.”

As outlined in the Albuquerque Code of Ordinances §2-17-2 the organization and administration of the OIG “shall be sufficiently independent to assure that no interference or influence external to the Office adversely affects the independence and objectivity of the Inspector General.” The Inspector General's goal is to conduct investigations in an efficient, impartial, equitable and objective manner. To this point, the OIG reports neither functionally nor administratively to the Mayor or City Council.

### Summary of Allegations:

#### **Holguin I v. Gonzales, 01-2021**

The complaint states that Manuel Gonzales III attended a local advisory board meeting in which he solicited petition signatures and \$5.00 contributions in his bid to qualify for the ballot and for public financing of his campaign for Mayor. The complaint alleges a single instance where Mr. Gonzales refused an offer of a \$5.00 qualifying contribution and collected the qualifying contribution receipt from an individual without collecting the required donation. The complaint further alleges that Mr. Gonzales offered to cover the \$5.00 qualifying contribution for this individual and submitted the associated signature to the City Clerk’s Office to be counted towards obtaining public financing for his campaign.

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<sup>1</sup> In 2011 the Office of Internal Audit and Investigations was separated into two separate offices, the Office of the Inspector General and the Office of Internal Audit.

## **Respondent's Answer to the Holguin I v. Gonzales, 01-2021 Complaint**

Mr. Gonzales (the Respondent) denies the allegation that he offered to cover the \$5.00 qualifying contribution alleged in the complaint. According to the response filed, the Respondent is without sufficient information to ascertain whether the individual paid \$5.00 in relation to his qualifying contribution receipt.

## **Holguin II v. Gonzales, 02-2021**

The complaint states that members of the Tim Keller campaign staff reviewed a sample of qualifying contributions receipts submitted by the Gonzales campaign and identified a number of QC receipts in which the signature of the contributor appears to have been forged. Specifically, the complaint alleges:

1. That in some instances the signature on a qualifying contribution receipt does not match the signature on the individual's voter registration card and/or recent petition.
2. That in some instances where the Gonzales campaign submitted two qualifying contribution receipts on behalf of a voter, neither of the signatures match the individual's voter registration card and/or petition recently signed by the voter.
3. In other instances where the Gonzales campaign submitted two qualifying contribution receipts on behalf of a voter, the signatures on the two receipts did not match each other, and only one of the signatures matches the signature found on the individual's voter registration card and/or a petition recently signed by the voter.

## **Review of Relevant City Ordinances, Rules, and Regulations:**

The OIG reviewed relevant City laws, regulations and pertinent sections of these documents which are listed below under the appropriate section.

## **Article XIII – Election Code:**

### **Section 2, Definitions for terms used in this report:**

(b) "Board" means the Board of Ethics and Campaign Practices established pursuant to [Article XII](#) of this Charter.

(d) "Candidate" means any individual who has (1) obtained a nominating petition from the City Clerk pursuant to Section 4(c)1.D. of this Election Code for the office of Mayor or Councilor, (2) filed an affidavit on a form approved by the City Clerk, stating that he or she is a candidate for either the office of Mayor or City Councilor, (3) filed as a

candidate for elected office as required by law, whichever first occurs, or (4) has received or solicited contributions or made expenditures of one thousand dollars (\$1,000) or more or authorized another person or campaign committee to receive or solicit contributions or make expenditures of one thousand dollars (\$1,000) or more for the purpose of seeking election to the office.

(g) "Contributions" means:

1. Monies, loans, debts incurred, obligations incurred, property in-kind, including the use thereof, or commercial or professional services:

A. Incurred or received by a candidate, the candidate's treasurer, the Candidate Finance Committee, or a member thereof on behalf of the candidate, or by a Measure Finance Committee or a member thereof on behalf of the Committee. For the purposes of this Subsection, a debt or obligation shall be considered incurred at the time authorization is given or contract made for the debt or obligation.

B. Not received by a person or entity named in Subparagraph A above, but expended or employed on behalf of a candidate or measure, where such monies, loans, debts incurred, obligations incurred, property in-kind, or commercial or professional services have been solicited or otherwise consented to by such committee or have been expended or employed in a manner or amount directed, authorized, either expressly, by implication, or consented to by such committee.

### **Section 7, Familiarity with Election Code and Rules and Regulations:**

The Board and Clerk shall have available on request by candidates and chairpersons of Measure Finance Committees, copies of the Board's Rules and Regulations, the Clerk's Rules and Regulations, and the City Charter of Albuquerque, revised to date, and require that each candidate filing a Declaration of Candidacy and each chairperson of a Measure Finance Committee acknowledge in writing receipt of and familiarity with the terms of this Election Code, the Clerk's Rules and Regulations, and the Board's Rules and Regulations. Each candidate and chairperson shall furnish an address and phone number at which the candidate or chairperson can be reached, and to which communications, including notifications of alleged violations or hearings, can be mailed or delivered, and agreeing that notice left at such address shall be deemed received by the candidate or chairperson.

### **Article XVI – Open and Ethical Elections Code:**

#### **Section 3, Definitions for terms used in this report:**

(P) **QUALIFYING CONTRIBUTION.** A donation of \$5.00 in the form of cash, check, debit card, credit card or money order payable to the Fund in support of an Applicant Candidate that:

- (1) for the Mayoral race is made by a registered City voter and for a Council race is made by a registered City voter residing in the district in which the Applicant Candidate desires to represent;
- (2) is made during the designated Qualifying Period and obtained through efforts made with the knowledge and approval of the Applicant Candidate;
- (3) is acknowledged by a receipt that identifies the contributor's name and residential address on forms provided by the Clerk and that is signed by the contributor, one copy of which is attached to the list of contributors and sent to the City Clerk; and
- (4) identifies which Applicant Candidate the City resident supports.

(Q) **QUALIFYING PERIOD.**

- (1) For Mayoral Applicant Candidates the Qualifying Period begins 199 days before the election, and ends 136 days before the election.

**Section 5, Qualifying Contributions:**

- (A) An Applicant Candidate for Mayor shall obtain Qualifying Contributions from a minimum of 1% of registered City voters.
- (B) An Applicant Candidate for Council shall obtain Qualifying Contributions from a minimum of 1% of the City voters registered in the district that the Applicant Candidate desires to represent.
- (C) No payment, gift or anything of value shall be given in exchange for a Qualifying Contribution.

**Section 9, CANDIDATE REPORTING REQUIREMENTS.**

- (A) The Clerk shall publish guidelines outlining permissible campaign-related Expenditures.
- (B) Applicant Candidates shall file Qualifying Contributions with the Clerk during the Qualifying Period according to procedures developed by the Clerk. In developing these procedures, the Clerk shall use existing campaign reporting procedures and deadlines whenever practical.
- (C) Participating Candidates shall also report Expenditures according to the campaign reporting requirements specified in the Election Code.

**2021 Regulations of the Albuquerque City Clerk for the Open and Ethical Elections Code:**

**Part F:** The City Clerk's office shall verify petition signatures in accordance with NSA 1978, Section 3-1-5.

**Section 14: Verification of Qualifying Contributions:** Using the New Mexico Secretary of State's and Bernalillo County Clerk's Voter Registration System, staff will physically verify each contribution by comparing the contributor's name, address, and signature on the receipt to the voter registration rolls, and ensuring that the requirements noted above in Subpart C(5)(a) are met.

**Requirement of Candidate and Reason for Testing:**

As per the 2021 Candidate Guide, available on the City's public website, beginning April 17, 2021, any candidate for Mayor was able to begin collecting qualifying contributions from citizens. Candidates must submit to the City Clerk 3,000 verified signatures from registered voters in the City of Albuquerque (in the form of the petitions). This is also referenced in City Charter Article II, § 4 and ROA 1994, § 2-4-13.

Candidates seeking office as a publicly financed candidate are required to collect \$5 qualifying contributions from voters registered in the district they are seeking to represent. (Albuquerque City Charter Article XVI, Section 5). A Mayoral Candidate must obtain qualifying contributions from 1% of registered voters in the City of Albuquerque. For the 2021 election cycle, this number for Mayor is 3,779. The signature period was from April 17 – June 19 (§ 2-4-13).

The City Clerk will provide candidates with qualifying contribution books that contain receipts for contributions. The books are pre-printed, and the candidate must fill in their name and what district they are campaigning to represent. The books contain three pages for each receipt: the pink page is the contributor's receipt, the white original is for the City Clerk, and the yellow is the candidate's copy. Candidates must obtain books from the City Clerk and they, or their representative, must sign an Acknowledgement of Receipt for the number of books received. Candidates shall submit books back to the Clerk with original white pages intact. All books must be returned by the end of the Qualifying Period, though candidates should return completed books at the end of each week so that the Clerk's office can verify contributions on a rolling basis.

**Soliciting Qualifying Contributions:**

Candidates may solicit qualifying contributions from all registered voters in the district the candidate seeks to represent. It is the candidate or candidate's representative's responsibility to ensure that the receipt books are filled out accurately, including a signature from the contributor.

All the information on the receipt book can be filled out by someone other than the contributor, but the contributor must sign the receipt on their own. All \$5 contributions must be paid by the contributor. If any of the funds are provided by someone other than the contributor listed on the receipt, those contributions will be deemed fraudulent.

### **Scope and Methodology of the Investigation:**

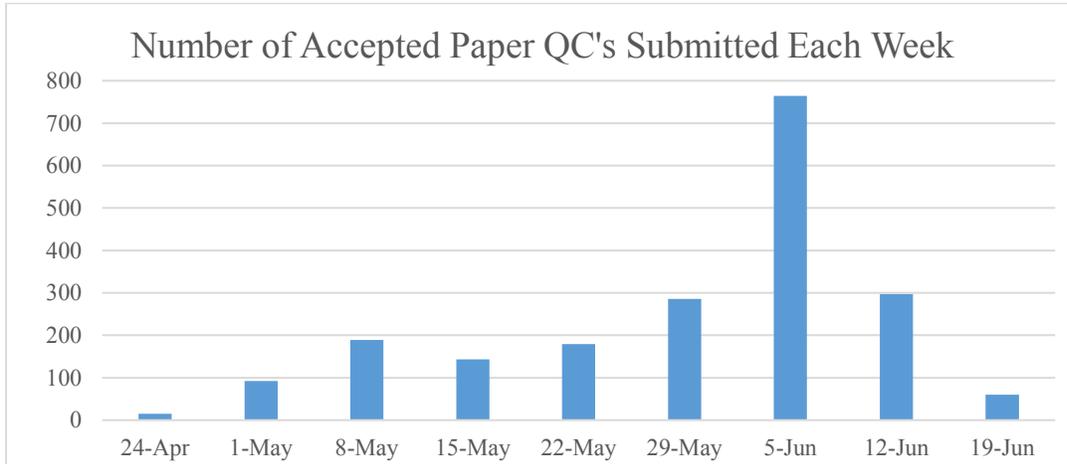
The OIG investigation focused on the allegations asserted by the complainants in their complaints and as outlined by the Board. These included the issues described in the Summary of Allegations section above. The methodology consisted of interviewing the complainants, the City Clerk and his deputy, a sample of registered voters, the candidate and members of his campaign, and reviewing relevant city laws, regulations, and pertinent documents.

Candidate qualifying contributions can be obtained via an electronic qualifying contribution site <https://cleancampaign.cabq.gov/>, which is managed by the Office of the City Clerk, or through paper Qualifying Contribution signature booklets. Registered voters are only allowed to donate once to the same candidate, either electronically or physically on a paper form, not both. In order for an electronic or physical qualifying contribution signature to be accepted, the individual must meet certain criteria, such as be a registered voter in the City of Albuquerque, not be a convicted felon, not be deceased, legibly complete and sign the qualifying contribution receipt of their own free will and contribute \$5.00.

Electronic signatures are automatically verified at the time of the contribution via an application programming interface through the Secretary of State's voter registration database. Paper contributions are submitted weekly by the campaign representatives to the City Clerk's Office and verified against the Secretary of State's voter registration database through the State Elections Registration and Voting Integrity System (SERVIS), which is managed by the New Mexico Secretary of State. The City Clerk's Office will reject paper qualifying contributions if the Clerk's Office is unable to locate the individual in the voter registration database with the information given on the receipt book, if the individual is not registered in the municipality of Albuquerque, if the individual is deceased, or if the receipt is illegible, or if a portion of the receipt is left incomplete.

The OIG observed the Office of the City Clerk run a report in SERVIS, detailing all qualified contribution signatures submitted by the Gonzales campaign. The report included 4,773 signatures, of which 2,164 were electronically collected via the City's electronic petition website ([petitions.cabq.gov](https://petitions.cabq.gov/)) and 2,609 were paper signatures. Of the total 4,773 signatures submitted by the Gonzales campaign, 591 (12.4 percent) were rejected for various reasons. Ultimately, 2,157 electronic signatures and 2,025 paper signatures were accepted. Of the 591 rejected signatures, 91 were rejected as duplicates – meaning more than one (often times 2 to 3 signatures) were submitted under the same voter identification number.

Due to the fact that allegations involved paper signatures, OIG focused its investigation on the validations of only paper signatures submitted. OIG analyzed the 2,025 accepted paper signatures by zip code and by number collected each week and found a high spike in the number of signatures submitted during the week ending June 5, 2021. Specifically, during the week ending June 5<sup>th</sup>, roughly three times as many signatures were submitted than many of the other weeks during the collection period. The graphs below detail this information. In total, 763 signatures were submitted during the week ending June 5, 2021 from 90 different circulators for the Gonzales campaign, four circulators accounted 355 signatures or over 47 percent of the total.



Week Ended	Accepted Paper QC's Submitted
24-Apr	15
1-May	92
8-May	189
15-May	143
22-May	179
29-May	286
5-Jun	764
12-Jun	297
19-Jun	60
<b>Total</b>	<b>2025</b>

There were 90 circulators who signed the Qualifying Contribution booklets submitted to the Office of the City Clerk. The tables below detail the number of qualifying contributions receipts submitted in the booklets signed by each circulator.

<b># of Circulators</b>	<b># of Accepted QC Receipts</b>
2	200 or greater
3	Between 100 and 199
3	Between 60 and 99
7	Between 30 and 59
75	Between 0 and 29
<b>90</b>	<b>Total Circulators</b>

According to the Office of the City Clerk, campaign circulators are assigned QC signature/receipt booklets. However, official policies or regulations for assigning circulators' booklets or requirements to maintain a list of campaign volunteers that are circulators do not exist. To this point, actual QC forms signed by voters may be signed by a different campaign representative or volunteer than the campaign circulator assigned to the QC booklet.

<b>Circulator</b>	<b># of Accepted Signatures</b>
M Gonzales	246
M Martinez	243
M McMillan	118
C Loeber	117
D Cruz	108
A Corneal	82
B Kimball	79
J Lama	62
J Sanchez	56
L Koren	43
P Gutierrez	43
J Sanchez	42
J Zamora	37
P Montoya	32
J Melidanes	31
L Sanchez	27
D Crespín	22
M Gonzales	21
D Kearney	19
J Garcia	19
L Koren	18
S Quintana	18

<b>Circulator</b>	<b># of Accepted Signatures</b>
V Massara	15
A Giannini	13
C CdeBaca	13
J Lopez	12
J Mora	12
G Ramirez	11
R Maesta	11
S Arreguin	11
M Koren	10
R Dilley	10
S Griego	10
C Vencill	10
A Salazar	9
C Arias	9
K Sigala	9
L Butle	9
M DeVesty	9
N Parlakes	9
P Burk	9
T McMillian	9
V Jameson	9
B Lueras	8

<b>Circulator</b>	<b># of Accepted Signatures</b>
B Kinser	7
E Lowe	7
G Trujillo	7
J Abbin	7
W Lowry	7
E Mahn	6
G Chavez	6
M Gutierrez	6
R Chavez	6
A Santillanes	6
J Pitts	5
J Abbin	5
M Santistevan	5
A Baldonado	4
G Evans	4
R Valdez	4
V Kaben	4
W Dorian	4
C Arnett	3
M Collins	3
P Schaefer	3
A Campos	2

M Wiener	17	D Limon	8	E Varela	2
M Carter	17	G Maestas	8	F Garcia	2
R Sanchez	17	G Santistevan	8	L Francis	2
S Muth	16	J Maestas	8	R Toya	2
C Baloh	15	J Morning	8	S Manzanares	2
J Padilla	15	K Casias	8	C Gutierrez	1
M Fong	15	M Jamie	8	C Kim	1
Z Anaya	15	T Ingersoll	8	D Gonzales	1

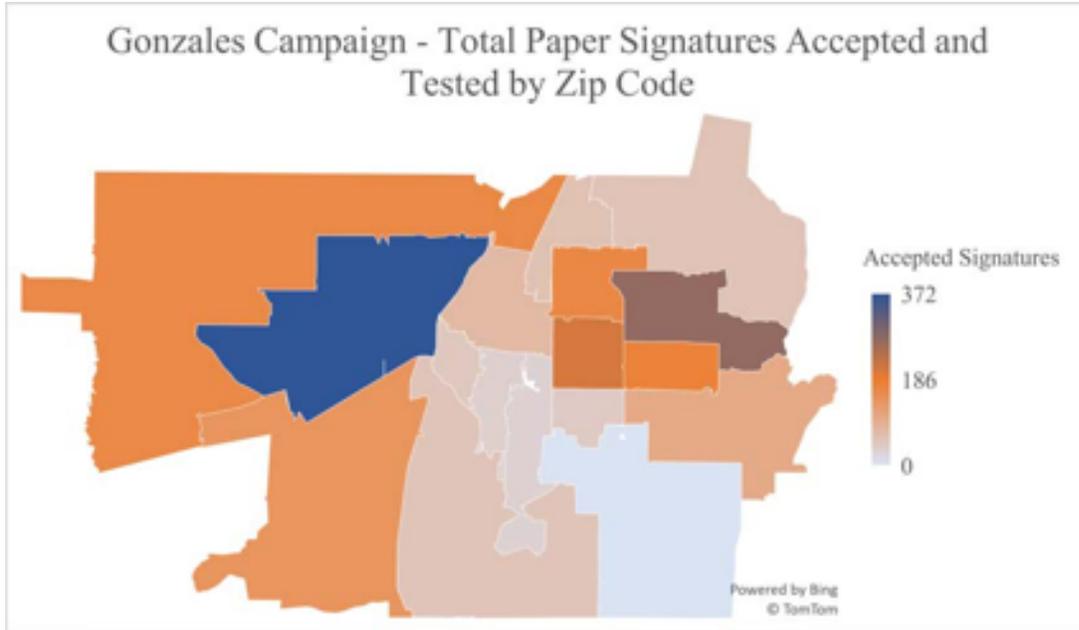
Every Tuesday, representatives from each campaign were required to meet with the City Clerk's Office to turn in any signature booklets, even those who may not have been complete, and the corresponding \$5.00 contributions obtained. The total money collection must match the number of signatures collected for each booklet, or the booklet would not be accepted.

The City Clerk's Office, after accepting any booklets of QC's, verifies the signature and the voter's registration status.

In order to ensure the completeness and accuracy of the 2,025 accepted paper QC signatures, OIG selected a sample of 25 rejected paper signatures and obtained a copy of the qualified contribution receipt form in order to verify that signature had been rejected for proper cause. OIG found that all 25 samples were in fact rejected for just cause.

Based on a population of 2,025 accepted paper signatures, a 5% margin of error and a 90 % confidence level, a recommended random sample size of 239 was determined. Random sampling ensures that results obtained from the sample should approximate what would have been obtained if the entire population (in this case 2,025 accepted paper signatures) had been measured. Further, random sampling allows for the results obtained from the sample tested to be extrapolated over the entire population.

OIG used a random number generator to select the 239 samples to be tested. The sample randomly selected included individuals from various zip codes, spanning across the collection period, and various campaign circulators and representatives. The map below details by zip code, the total number of accepted paper signatures submitted and the number of accepted paper signatures included in OIG's test work.



### Testing Methodology and Results:

- 1. The OIG interviewed a random sample of 239 individuals from the 2,025 total accepted paper qualifying contribution receipts submitted by the Gonzales campaign.**

Beginning on July 20, 2021 and ending on August 13, 2021, four teams of two OIG and Office of Internal Audit (OIA) staff visited the home address listed on the Qualifying Contribution Receipts of 239 individuals. During each visit, the citizen was first asked to confirm their name and address, then shown and asked to verify their signature on the signed QC receipt and whether they in fact had signed the receipt. In addition, citizens were asked if they themselves donated the \$5.00 as required. Two OIG/OIA staff were required to certify the information reported by on the qualifying contribution receipt.

Based on a random sample of accepted paper signatures tested, OIG found 23 instances where individuals indicated that they did not sign the QC receipt and did not pay the \$5.00. These instances were not isolated to just one campaign signing representative, but rather involved 11 different campaign representatives from the Gonzales campaign. Ms. Martinez had the highest number of forged QCs where she was the signing representative, signing nine (39 percent) of the 23 possibly forged QC receipts and Ms. McMillan had the second highest, signing four or (17 percent) of the 23 possible forged QCs identified. It should be noted that Mr. Gonzales was not the signing campaign representative on any of the 23 possibly forged QCs identified. Further, one individual did not recall whether they signed the QC receipt or whether they paid the \$5.00 and 195 individuals indicated that they both signed the QC receipt and paid the \$5.00.

OIG also identified 15 instances where individuals indicated that they signed the QC receipt, but did not pay the \$5.00 and five instances where individuals indicated that they signed the QC receipt, but did not recall whether they paid the \$5.00. These exceptions were not isolated to just one campaign signing representative, but rather involved 14 different campaign representatives from the Gonzales campaign. Mr. Gonzalez had the highest number of instances where individuals indicated that they signed the QC receipt, but did not pay the \$5.00 – signing 4 (20 percent) of the 20 QC receipts where the individual indicated that they signed the QC, but did not pay or did not recall paying the \$5.00. While, Ms. Martinez had the second highest, signing three or (15 percent).

The findings show that for the population of voters that indicated that it was not their signature on the Qualifying Contribution receipt and/or voters that indicated that they did not pay the \$5.00 contribution, that those signatures were dated throughout the collection period and were not isolated to just one collection week.

When these finding are extrapolated against the entire population of 2,025 accepted paper QC's, OIG estimates total exceptions to approximate the following:

- 1,652 or 81.6 percent of the total population both signed the QC receipt and paid the \$5.00.
- 194 or 9.6 percent of the total population neither signed the QC receipt nor paid the \$5.00.
- 128 or 6.3 percent of the total population signed the QC receipt, but did not pay the \$5.00.
- 46 or 2.1 percent of the total population signed the QC receipt, but did recall whether they paid the \$5.00.
- 8 or 0.4 percent of the total population did not recall whether they signed the QC receipt or whether they paid the \$5.00.

As previously discussed, 2,157 electronic QC signatures were accepted. Thus, 1,622 valid paper QC signatures were needed to meet the 3,779 total QC signatures required to qualify for public financing.

According to the Respondent's Answer to the Holguin I v. Gonzales, 01-2021 Complaint "it does appear, upon the Gonzales campaign's own investigation, that many of the qualifying-contribution ("QC") receipts identified by the Holguin II complainant — while comprising a tiny fraction of the campaign's total validated number — were signed by someone other than the voter."

According to the Respondent's Answer to the Holguin I v. Gonzales, 01-2021 Complaint:

“Holguin I case involves an extremely isolated incident — extending to exactly one \$5 qualifying contribution (“QC”) — with no evidence whatsoever of a broader pattern that might tend to either seriously impugn the campaign’s (or even the Sheriff’s personal) overall QC collection efforts, or even to suggest that the isolated-incident narrative offered by Mr. Zantow is true.”

“The so-called fraud here occurred in a split-second, ambiguous, and easily misunderstandable statement that went uncorroborated by the other individuals, including mostly people unaffiliated with the campaign...”

OIG also spoke to attendees of the May 27, 2021 community meeting, of which two indicated that they did in fact sign the qualifying contribution receipt but that they did not pay the required \$5.00 qualifying contribution from the signors.

In regard to the May 27, 2021 meeting, it should be noted that Mr. Gonzales testified that he relied on campaign staff and played no role in ensuring the correctness of the \$5.00 documentation. “I have no supervision responsibility,” Gonzales said. “I’m the candidate. There’s volunteers and there’s paid staff and those people have their roles.”

In April, Mr. Gonzales signed a statement designating Ms. McMillan, Ms. Martinez, and Ms. Gonzales-Limon among three campaign representatives with authority to interface with the Office of the City Clerk regarding his candidacy. “I am fully responsible for the statements made and materials submitted by these representatives on behalf of my campaign,” the statement reads. Ms. McMillan and Ms. Gonzales-Limon are both unpaid volunteers, while Ms. Martinez was a paid staff who according to Mr. Gonzales was functioned like an “ad hoc campaign manager”.

Testing and interviews related to meeting are further discussed in the relevant sections below.

- 2. The OIG selected a random sample selection of 28 signatures that were included in Keller campaign’s complaint filings (6 of the 28 were captured in the 239 random sample, OIG then randomly selected an additional 22 from the Keller campaigns analysis for testing).**

While the same background information and regulations apply, the OIG sought to verify the samples provided in the initial complaint that was filed. The previous 239 samples were randomly selected from all accepted paper Qualifying Contribution receipts. This random sample was selected from the population included in the initial complaint filed by the Keller campaign.

Beginning on July 20, 2021 and ending on August 13, 2021, four teams of two OIG and OIA staff visited the address listed on the 28 individuals’ Qualifying Contribution Receipt. During each visit, the citizen was shown and asked to verify their signature and

if they in fact had signed this receipt, in addition, the citizen was asked if they themselves donated the \$5.00 as required. The results were as follows:

Of the 28 samples selection, the OIG was able to obtain confirmations from 18 (64 percent). Of these 18 confirmations, the OIG found that 8 individuals reported that they neither signed the QC form nor paid the corresponding \$5.00. One other individual reported that they did sign the QC form but did not pay the \$5.00. Meaning in both these instances, third party funding was obtained in connection with a forged Qualifying Contribution receipt. The other nine individuals reported that they signed the QC receipt and paid the corresponding \$5.00. Of the exceptions noted, Ms. Martinez was the signing representative on five of the QCs, Ms. McMillan was the signing representative on two of the QCs, and two other individuals were a signer on one QC each.

**3. The OIG selected a sample of individuals with QC receipt dates on the same date a meeting was held on May 27, 2021 for a local organization in which Mr. Gonzales attended as a speaker.**

Because the OIG did not know the number or all the names of the attendees of the meeting, OIG filtered accepted paper qualifying contribution signatures obtained on May 27, 2021, the date of the meeting. The OIG contacted the organization that held the meeting and asked for meeting minutes and a sign in sheet or any official document of what occurred at the meeting and who was in attendance. The organization was helpful in providing a copy of the meeting agenda however, wanted to verify with their legal department as to whether or not they could send the minutes and/or roster. As of the date of this report, there has not been further response or release of documents.

In the sample tested, the OIG was able to obtain confirmation from five individuals who attended the meeting. Of the five, two individuals stated that they neither paid nor signed the QC receipt, two individuals indicated that they signed the QC receipt, but did not pay the \$5.00, and one individual indicated that they both signed the QC receipt and paid the \$5.00. Ms. Martinez and Mr. Gonzales were the signing representative for each of the instances with exceptions.

According to the Respondent's Answer to the Holguin I v. Gonzales, 01-2021 Complaint:

“Importantly, the Holguin I incident has no relationship whatsoever with the broader-in scope allegations of the Holguin II case, as the Holguin I Complainant seems to recognize by not submitting any of that case's evidence in support of this Complaint. The Holguin I and Holguin II allegations differ in basic nature of the alleged violation (allowing third-party funding in connection with a QC receipt filled out by the voter, versus forging QC receipts for either nondonors or donors who didn't fill out a QC slip) ...”

## **Interviews:**

### **Interview, Salvation Army (organization) Meeting Attendee (ORG-1)**

On July 26, 2021, a telephone discussion was held with an attendee of the organizational meeting that was held on May 27, 2021 as cited in the initial allegation. During the telephone discussion:

ORG-1 made it clear that he did not want to be involved in this investigation, as this meeting was not made to be a political meeting. The meeting originally was a Board meeting set to discuss various organizational topics, one relating to law enforcement. Mr. Gonzales was invited to speak in regards to law enforcement initiatives supported by the organization.

ORG-1 stated that he believes there were many miscommunications as a result of what was reported regarding this meeting.

ORG-1 stated that the guest speaker, Mr. Gonzales, should not have made the meeting political.

### **Interview, Salvation Army (organization) Meeting Attendee (ORG-2)**

On August 3, 2021, a telephone discussion with held with an attendee of the organizational meeting that was held as sited as part of the initial allegation. During the telephone discussion:

ORG-2 stated that Mr. Gonzales was invited to speak regarding a half-way house that the organization is involved with and to speak related to a general law enforcement.

ORG-2 shared the meeting's agenda which did not detail the purpose of the guest speaker and stated that he would seek guidance from the organization's legal department to see if he could provide the meeting minutes.

ORG-2 stated that when Mr. Gonzales introduced himself and spoke on the topic, he then shifted focus to the election and political discussions, which was not the intent of the invitation to speak.

ORG-2 stated that he did sign a QC form but did not give \$5.00.

ORG-2 does not recall being asked or told anything about the \$5.00, but also stated that the meeting was busy and lots of different things happened during this time.

ORG-2 stated that he signed and would support anyone and their right to go through the election and public process.

### **Interviews, City Clerk and Deputy City Clerk**

Separate interviews were held with the COA City Clerk and the Deputy City Clerk on August 2 & 3, 2021, via Zoom. The purpose of these interviews was to discuss the election processes as it relates to the allegations detailed in the complaints. The City Clerk has held his current position

since March of 2020 and, prior to that, was the Deputy City Clerk. The current Deputy City Clerk has held that position since March of 2020 and has been employed with the City of Albuquerque for approximately four years.

In describing the process for a Mayoral candidate, in part, the City Clerk and Deputy City Clerk each individually described the process and stated:

- When someone decides that they want to run for Mayor, they need to decide if they are seeking to be publicly financed or if they will privately finance (in regards the campaign of Mr. Gonzales, he has chosen to seek public financing, therefore that track will be focused on for the duration of this report);
- Regardless of how a campaign is financed, each potential candidate requires petitions (officially titled 2021 Regular Local Election Nominating Petition, Form Rev. 201 NMSA 1978, § 1-8-30) signed by 3,000 registered COA voters;
- The role of the City Clerk's office, once any party submits the 3,000 petition signatures on the above-mentioned form, is to verify that each signatory is a registered voter. These signatures could have been online or on a paper document;
- A candidate and his team will then meet with City Clerk and staff and complete, review and sign:
  - A designation of Representatives Form with which the candidate identifies by name and phone number representatives for his/her campaign, on a form that states *I hereby designate the following individuals as representatives for my campaign for purposes of submitting materials to, or picking materials up from, the City Clerk's Office regarding my candidacy. I am fully responsible for the statements made and materials submitted by these representatives on behalf of my campaign. I hereby swear or affirm, under penalty of perjury under the laws of the State of New Mexico, that all the information on the uploaded form and on any attachment(s) are true, correct, and complete, to the best of my knowledge.*
  - A candidate Acknowledgement of Familiarity with Codes and Required Disclosures Form which states in part *I declare and acknowledge that I am familiar with the City Charter's Election Code, Rules and Regulation of the Board of Ethics and Campaign Practices relating to the Election Code of the City Charter as amended to date, and the 2021 Regulations of the Albuquerque City Clerk and acknowledgement receipt of same, and that notification mailed or delivered at the address below will be deemed received by me.*
- The Qualifying Contribution (QC) process involves receipt type booklets (or an online option) where citizens must sign and, in addition, provide \$5.00, payable to the Open and Ethical Election Fund:

- This form can be completed by a campaign volunteer but must be signed by the citizen;
  - This form must include the \$5.00 contribution, which is not a donation to the candidate, but rather to the public fund;
  - Additional funds cannot be donated or given to the candidate, change should be provided for larger bills; and
  - A husband and wife, with communal property, can provide combined monies, however, the individual must sign themselves.
- The number of QC's required changes annually, based on the number of registered voters. For 2021, the number required is 3,779 QC's;
  - The candidate must open a bank account solely for use for the campaign which cannot be connected to any other personal accounts;
  - In addition to the initial meeting, the City Clerk's Office will hold meetings with the candidates' representatives every Tuesday, to answer questions, collect QC Forms and monies collected, and complete any other necessary items;
  - Those candidates seeking to utilize public funds can also raise seed money in the amount of \$250 per donor. Any seed money total will be deducted from the public funds that may be provided and will be disclosed on the Campaign Finance Reports;
  - When the QC's are collected each week, the City Clerk will only accept if the number of QC's matches the required monetary amount equal to \$5.00 per form. If the number for each book does not match, that entire book will not be accepted; and
  - The \$5 must be collected with each signature, it cannot be collected later, paid with other funds or from overages.

The Deputy City Clerk stated that generally, a husband or wife can pay for each other but only if each is present to sign. Households are permitted to do that in this type of situation, otherwise, the contribution must come directly from the person signing.

The Deputy City Clerk stated that the same person can sign as both a circulator and a contributor, there are no rules against that. Also, she stated that family members can sign as the circulator for their family.

The City Clerk stated by signing the initial documentation seeking public funded campaigns, a candidate is agreeing to follow all the rules and regulations that are there. It is not a right to these funds, it is public money, and all rules of the process must be followed for all Qualifying Contributions submitted to his office.

## **Keller Campaign**

The attorney for the Campaign of Mayor Tim Keller requested an interview with the OIG. After a review of the original letter from the BOE, the OIG determined that an interview with the Keller Campaign was not necessary for the scope of this investigation.

The OIG agreed to a meeting but advised the Campaign that no documents should be provided, and specific QC or petition related documents could not be provided or discussed, as the OIG made their own selection and had its own methodology related to its own investigation.

A meeting was held on August 9, 2021 at the Office of the Inspector General. Present were two OIG investigators, the Acting IG, the Attorney for the Tim Keller for Mayor Campaign and the Campaign Manager. During this meeting, the Campaign staff explained the basis for the initial complaints filed and their concerns, and provided an overview of the process for collections of QC's and petition signatures, in a general description.

## **Gonzales Campaign**

Candidate Manuel Gonzales III:

An in-person interview was held at the Office of the Inspector General on August 11, 2021. Present were two OIG Investigators, the Acting IG, Mayoral Candidate Mr. Manuel Gonzales III, and Counsel for the Candidate.

Mr. Gonzales detailed the process of seeking candidacy for Mayor. He indicated that the first meeting with the City Clerk's Office was via Zoom and detailed what needed to be done to become an 'official candidate' for Mayor.

Mr. Gonzales stated that each week one of his campaign representatives would meet with the City Clerk's Office to turn in receipts from QC's, monies for QC's and complete anything else that may need done. Mr. Gonzales stated that it was the City Clerk's duty, as per the regulations, to verify the signatures obtained on the form and by the volunteers and compare to the voter registration signatures.

Mr. Gonzales stated that he selected and advised the COA of three representatives on his campaign, Michelle Martinez, Megan McMillan and Dolores Gonzales-Limon. Ms. McMillan was a paid position and Ms. Martinez and Mrs. Gonzales-Limon were volunteers.

Mr. Gonzales stated that Ms. McMillan was removed from the campaign for reasons other than those subject to this complaint. In addition, Mr. Gonzales stated that numerous discussions were held prior to the accusations subject to this complaint, which led to the termination of Ms. McMillan.

Mr. Gonzales stated that there is no formal training conducted by the City Clerk's Office on this process and that no information was provided detailing how collections should be handled. This is why Mr. Gonzales's team created their own video on the process of collecting QC's for their campaign team.

Mr. Gonzales indicated that he did not know how many or who all of his volunteers were in his campaign. According to Mr. Gonzalez, people ask to be a part of it if they support him and they can help.

Mr. Gonzales stated that it has been an acceptable practice for a husband and wife, or family member to pay for each other's QC. When read the Candidate's Guide which states that the \$5.00 contribution must come from the signer, Mr. Gonzales acknowledged this statement and indicated that 'practice becomes policy' and there are instances where individuals paid for each other that have been allowed in previous campaigns, as practice for many past campaigns. Candidate Gonzales stated that this is an acceptable practice as the practice has become the policy.

Mr. Gonzales stated that no individual can sign for another on either the petition or the QC form.

Mr. Gonzales stated that he has never used, nor did he have knowledge of his campaign team, using their own funds or donated funds to cover the QC amount for any other individual.

Mr. Gonzales stated that he was not aware nor did he authorize any of his volunteers or staff to forge any petition or QC signatures.

Mr. Gonzales stated that he was unaware of any malfeasance from his staff or volunteers until after the complaint was received.

Mr. Gonzales stated that he was invited to speak at an organizational meeting [referenced in complaint] and spoke briefly about his background, answered some questions and collected some petition signatures and QC's. Mr. Gonzales stated that at this meeting, he never advised anyone to not pay the required \$5.00 nor did he have an individual sign and not collect.

### **Interviews, Gonzales Campaign Representatives**

On the Designation of Representatives Form, submitted and signed by Manuel Gonzales III on April 8, 2021, the candidate declared three individuals as representatives who can speak on behalf of his campaign. The OIG attempted to speak with the three individuals to inquire about the petition and QC collection processes and the training the volunteers/representatives may/may not have received on this process. The outcomes of the contact attempts are listed below:

Representative Number One: Dolores Gonzales-Limon:

- Per the City Clerk’s Office, Ms. Gonzales-Limon is the 3<sup>rd</sup> representative and Treasurer for the Gonzales campaign and is related to Mr. Gonzales. Mrs. Gonzales-Limon informed the OIG that she is only involved with the seed money for the campaign and nothing else.
- She stated she was not involved with any of the volunteers or representatives who gathered signatures on the petitions and QC forms and who collected the \$5 contributions.
- She commented that she has a full-time job and did not have the time to be involved in those other areas, so she only handled the seed money.
- Mrs. Gonzales-Limon did not have contact information for any volunteers and stated she was not aware of who might have this information or a way to get in contact with any of the volunteers. {Note: According to the information provided by the City Clerk’s Office, Ms. Gonzales-Limon was a circulator of 8 QC booklets. However, based on OIG’s samples tested, she did not sign as the campaign representative on any of the QC receipts submitted.}

Representative Number Two: Megan McMillan:

- Phone call placed and contact made by OIG on August 3, 2021.
- Ms. McMillan advised that she would need to reach out to her attorneys, Bob Gorence and Jason Bowles. Ms. McMillan provided the contact information for both attorneys.
- On August 4, 2021, attorneys were called and indicated that she would cooperate fully but only if a subpoena was issued.

Representative Number Three: Michele Martinez:

- Phone call placed on August 3, 2021, voicemail message left from OIG. No response.
- Phone call placed on August 4, 2021, voicemail message left from OIG. No response.
- Note: Michelle Martinez still remains an active member of Mr. Gonzales’ campaign team

According to the Respondent’s Answer to the Holguin I v. Gonzales, 01-2021 Complaint “Michele Martinez assists the Respondent’s campaign and was a witness to some of the

events in question and will testify as to her recollection of the events, as well as to the procedures used by the campaign in collecting qualifying contributions.”

### **Interview, Gonzales Campaign Volunteer-1, CV-1**

On August 12, 2021, the OIG reached out to a campaign volunteer who was referenced during the interview with Mr. Gonzales. A telephone interview was held between the OIG, CV-1 and one of the campaign attorneys.

CV-1 was present during the organizational meeting referenced in one of the original complaints, with Mr. Gonzales. One of the Board members of this organization invited Mr. Gonzales to the meeting and they added it to calendar and went. They were unaware of the format of this meeting, meaning if they were speaking or just attending, but they were invited as part of the campaign.

CV-1 stated that Mr. Gonzales spoke a little, mostly about his background, and then asked the audience if anyone wanted to sign a QC and pay the \$5.00 contribution, they could do so now. CV-1 stated that everyone in the room raised their hand.

CV-1 did not collect any QC's at this meeting.

CV-1 stated that he did not hear any citizen indicate that they did not have \$5.00 nor did he hear anything stated by Candidate Gonzales regarding not paying.

CV-1 does recall one person in attendance who wanted to sign, but lived in Rio Rancho, and they could not accept.

### **Interview, Gonzales Campaign Volunteer-1, CV-2**

On August 12, 2021, the OIG reached out to a campaign volunteer who was referenced during the interview with Candidate Gonzales. A telephone interview was held between the OIG, CV-2 and one of the campaign attorneys.

CV-2 was present during the organizational board meeting referenced in one of the original complaints, with Mr. Gonzales. CV-2 arrived a little late to the organizations board meeting, but it was on his calendar and he went to support the Sheriff in anything he may need. CV-2 was unaware of the original intent or reason for meeting other than that it was a Board meeting.

CV-2 stated that Mr. Gonzales spoke a little, mostly about his background and law enforcement. In addition, many citizens asked questions. The QC books and petitions were passed around after.

CV-2 did not collect any QC's at this meeting. CV-2 does recall explaining to a woman that she could complete it there or online.

CV-2 stated that he did not hear any citizen indicate that they did not have \$5.00 nor did he hear anything stated by Mr. Gonzales regarding not paying.

CV-2 stated that sometimes people do not have \$5.00 on them and when that happens their neighbor may. CV-2 stated that in this instance he will tell them to work that out amongst themselves in regards to change.

### **Interview, Paid Gonzales Campaign Consultant, PC-1**

On August 12, 2021, the OIG reached out to a paid campaign consultant who was referenced during the interview with Candidate Gonzales. A telephone interview was held between the OIG, PC-1 and one of the campaign attorneys.

PC-1 stated that he was brought on board early on to make recommendations on campaign staff. The team interviewed some and the team decided on Megan McMillan.

PC-1 stated that he met Megan McMillan through her work various campaigns for City Councilor.

PC-1 stated while he was often doing other tasks, he does recall Mr. Gonzales wanting a training video for volunteers collecting petitions and QC signatures and a white board with a large QC for to help explain the requirements. In addition, they created a 'blown up' version of a QC form.

PC-1 stated that volunteers would meet up on some days, Saturdays mostly, in a part, to train and explain the forms used, and go door to door. PC-1 will look for emails or texts documenting these trainings, although, they were not formal.

### **OIG Comments and Conclusion:**

It is important to be mindful that this was an administrative investigation, and that;

1. The investigation did not include handwriting examinations of petition forms and signatures and that this was not a factor considered during OIG's investigation;
2. The OIG did not investigate who may have signed this fraudulent QC receipts on behalf of the citizens; and
3. The OIG is an independent office of the City government, and it is essential to remain objective and unbiased throughout the investigative process. This was a paramount concern throughout the investigation. The OIG remains available to the Board to address any questions or requests for additional information that Board may have.



Office of the City Clerk  
P.O. Box 1293  
Albuquerque, NM 87103  
Phone (505) 924-3650 Fax (505) 924-3660  
www.cabq.gov/clerk

### Designation of Representatives

I, Manuel Gonzalez III, a Candidate for Mayor in the 2021 Regular Local Election, hereby designate the following individuals as representatives for my campaign for purposes of submitting materials to, or picking materials up from, the City Clerk's Office regarding my candidacy.

I am fully responsible for the statements made and materials submitted by these representatives on behalf of my campaign.

Polores Gonzales-Limon 505-228-9752  
Name of Representative Contact Number

Megan McMillan 505-252-3219  
Name of Representative Contact Number

Michele Martinez 505-238-8869  
Name of Representative Contact Number

\_\_\_\_\_  
Name of Representative Contact Number

\_\_\_\_\_  
Name of Representative Contact Number

I, Manuel Gonzalez III, hereby swear or affirm, under penalty of perjury under the laws of the State of New Mexico, that all the information on the uploaded form and on any attachment(s) is true, correct, and complete, to the best of my knowledge.

4/10/2021 [Signature]  
Date



RECEIVED  
July 18, 2021  
JE

BEFORE THE ALBUQUERQUE CITY HEARING OFFICER

IN THE MATTER OF THE APPEAL OF THE DENIAL OF CERTIFICATION  
AS PARTICIPATING CANDIDATE FOR PUBLIC FUNDING OF SHERIFF  
MANUEL GONZALES III

**HEARING OFFICER'S RULING**

Hearing Officer Rip Harwood (Ripley B. Harwood, P.C.), after review of the facts and evidence presented at a hearing on the merits on July 15, 2021, and after review of the closing arguments and legal authority cited by the parties, finds and rules as follows:

The sole issue presented in this appeal is whether the City Clerk's decision to not certify Mr. Gonzales' application for certification as a participating candidate was proper or improper. Authority is either scant or non-existent as to the standard of review applicable to this appeal. I therefore apply the standard applicable to review of most administrative decisions, i.e., whether the decision is supported by substantial evidence and is not arbitrary or capricious or otherwise improper. I also note that the Appellant, Sheriff Gonzales, bore the burden of proving that the Clerk's decision was improper. I applied a preponderance of evidence standard in reviewing whether that burden was met.

I find and rule that the City Clerk's decision to not certify Mr. Gonzales' application for certification as a participating candidate was proper. I find and rule that Appellant Gonzales failed to prove by a preponderance of evidence that the Clerk's decision was improper.

I reject the notion that the City Clerk has any duty to candidates to monitor for fraud or falsifications, or to notify candidates of the detection of

same. Instead, I endorse the view that it is the duty of candidates to manage and oversee their campaigns in a way that assures that fraud and falsifications do not occur. I would view this as a non-delegable duty even if the Appellant had not signed a document acknowledging responsibility for the acts of his key subordinates. Failing to detect and eliminate a multitude of forged qualifying contribution forms bearing the signatures of his key subordinates constitutes failure to exercise ordinary care in the management of a campaign and meets the "knew or should have known" standard of Part C(15(a)(iii)). I conclude this analysis by noting that I regard the Clerk's duty under the applicable rules and regulations as starting and ending with the task of assuring the legitimacy of qualifying contributions so as to effectuate the overall objective of assuring that candidates qualify through broad-based public support.

I also reject as hyper-technical the argument that the Clerk made no findings in support of his decision. His letter to Sheriff Gonzales explained the reasons for denying certification, and those reasons stand as findings.

I also reject the argument that Sheriff Gonzales had any property interest in being certified as a participating candidate. I am persuaded by the arguments and authorities holding that no such property interest attaches or vests, if at all, unless and until a candidate lawfully achieves participating candidate status. I accordingly reject the argument that the Clerk's denial of certification deprived Mr. Gonzales of a property interest without due process, or otherwise had any constitutional ramifications.

A pivotal basis for my ruling is the fact that the candidate admitted that many of the qualifying contribution forms submitted to the City were forgeries. I

reject the argument that "this happens in every campaign". It should not happen in any campaign, and I reject the corollary notion that some level of fraud and falsification is tolerable or ok. In my view, the Clerk has the right and the duty to deny participating candidate certification whenever fraud or falsification is discovered, without the need to first quantify it. I would however, end by noting that the number of qualifying contribution forms discovered to be forged and therefore fraudulent was sufficient to be fairly regarded as widespread rather than isolated, and were traceable to Mr. Gonzales' key subordinates.

Another pivotal basis for my ruling is what I will refer to as the "Salvation Army incident". This incident directly involved the Sheriff himself. It is evidence of direct knowledge of fraud or falsification. No persuasive evidence was adduced to suggest that the contributor attesting to his conversation with the Sheriff had any motive to falsify what he claims was said. I accordingly regard the attestation as persuasive evidence of personal knowledge of fraud or falsification that meets the knowledge standard of Part C(15)(a)(iii).

I reject the argument that the Clerk had any ulterior motive for the denial. The suggestion was that the Clerk would lose his job if Mayor Keller lost the mayoral race. However, the evidence presented was that unlike other high level exempt city government positions, the Clerk's position is such that he can only be terminated for just cause. The evidence was that this is purposeful in order to isolate the Clerk from political pressures such as are exemplified by the very decision he had to make in this case. The Clerk's job does not terminate were Mayor Keller not to win reelection, so this argument is without merit.

Lastly, in anticipation of the virtual certainty that this decision will be portrayed as a partisan orchestration of a hearing officer chosen by the City Clerk to do the City's bidding, I offer the following: my thriving law practice does not rise or fall on City work or contracts. My hearing officer contract with the City terminates in August and my response to the City's request for proposals for the next contract term was unsuccessful. I have no vested interest in any continuing business relationship with the City of Albuquerque. I do not know and have never met the current mayor. I have little or no interest in local politics, and have never contributed time or money to any mayoral candidate in any mayoral campaign. My decision that the City Clerk did his job and properly carried out his duty is based solely upon review of the evidence and testimony presented at the hearing and upon the parties' respective post-hearing submissions of arguments and authorities, for which I thank them.

Respectfully submitted this  
19<sup>th</sup> day of July, 2021

**RIPLEY B. HARWOOD, P.C.**

By: s/ Rip Harwood  
Ripley B. Harwood  
201 Third Street N.W., Suite 500  
Albuquerque, NM 87102  
505-299-6314

*Hearing Officer*

CITY OF ALBUQUERQUE

BOARD OF ETHICS AND CAMPAIGN PRACTICES

JASON KATZ,

Complainant,

v.

CASE NO. BOE 03-2021

TIM KELLER,

Respondent.

**DECLARATION OF MICHAEL R. MONTOYA**

I, Michael R. Montoya, do hereby swear and attest to the following facts:

1. My name is Michael R. Montoya.
2. I reside at 705 Tyler Rd. NE in Albuquerque, New Mexico.
3. I have reviewed the documents attached to the Complaint as Exhibit 7. Those documents include a receipt for Qualifying Contribution made in my name.
4. I signed the petition included in Exhibit 7 on April 7, 2021.
5. My wife, Gloria Montoya, signed the Qualifying Contribution receipt with my permission.
6. On that same day, I provided a \$5 contribution to my stepdaughter Danielle Silva.
7. This is my complete statement.
8. I make this declaration under penalty of perjury in accordance with the laws of the State of New Mexico.

Michael R Montoya  
Michael Montoya

08-05-2021  
Date

CITY OF ALBUQUERQUE  
BOARD OF ETHICS AND CAMPAIGN PRACTICES

JASON KATZ,

Complainant,

v.

CASE NO. BOE 03-2021

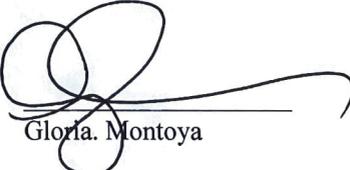
TIM KELLER,

Respondent.

**DECLARATION OF GLORIA MONTOYA**

I, Gloria Montoya do hereby swear and attest to the following facts:

1. My name is Gloria Montoya.
2. I reside at 705 Tyler Rd. NE in Albuquerque, New Mexico.
3. I have reviewed the documents attached to the Complaint as Exhibit 7.
4. I signed the petition included in Exhibit 7 on April 25, 2021.
5. I signed the Qualifying Contribution receipt on my behalf, and I also signed for my husband Michael R. Montoya, with his permission.
6. On that same day, I provided a \$5 contribution to Danielle Silva, my daughter.
7. This is my complete statement.
8. I make this declaration under penalty of perjury in accordance with the laws of the State of New Mexico.

  
Gloria. Montoya

8.5.21  
Date

CITY OF ALBUQUERQUE

BOARD OF ETHICS AND CAMPAIGN PRACTICES

JASON KATZ,

Complainant,

v.

CASE NO. BOE 03-2021

TIM KELLER,

Respondent.

**DECLARATION OF DANIELLE SILVA**

I, Danielle Silva, do hereby swear and attest to the following facts:

1. My name is Danielle Silva.

2. I reside at 701 Coal Ave. SW, Apt 160 in Albuquerque, New Mexico.

3. I have reviewed the documents attached to the Complaint as Exhibit 7.

Those documents include a receipt for Qualifying Contribution where I signed as a "Representative Collecting Contribution."

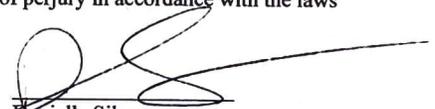
4. I signed the receipt included in Exhibit 7 on April 25, 2021.

5. On that same day, I collected a \$5 contribution from Michael R. Montoya, my stepfather.

6. I did not notice it was my mother who signed his Qualifying Contribution and not him.

6. This is my complete statement.

7. I make this declaration under penalty of perjury in accordance with the laws of the State of New Mexico.

  
Danielle Silva

08/05/2021  
Date

**BOE 06-2021 MTD Exhibit 9**

CITY OF ALBUQUERQUE

BOARD OF ETHICS AND CAMPAIGN PRACTICES

JASON KATZ,

Complainant,

v.

CASE NO. BOE 03-2021

TIM KELLER,

Respondent.

**DECLARATION OF PATRICIA GARCIA**

I, Patricia Garcia, do hereby swear and attest to the following facts:

1. My name is Patricia Garcia.
2. I reside at 4827 Mi Cordelia Dr. NW 87120, Albuquerque, New Mexico.

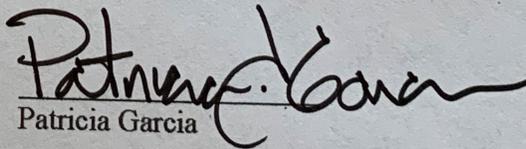
3. I have reviewed the documents attached to the Complaint as Exhibit 6. Those documents include a receipt for Qualifying Contribution made in my name.

4. With my permission, my mother, Rosemary Garcia, signed the receipt included in Exhibit 6 on June 5, 2021. At that time, I was living with her at 7405 Mesquite Wood NW.

5. On that same day, I provided a \$5 contribution to my mother.

6. This is my complete statement.

7. I make this declaration under penalty of perjury in accordance with the laws of the State of New Mexico.

  
Patricia Garcia

8-7-21  
Date

CITY OF ALBUQUERQUE

BOARD OF ETHICS AND CAMPAIGN PRACTICES

JASON KATZ,

Complainant,

v.

CASE NO. BOE 03-2021

TIM KELLER,

Respondent.

**DECLARATION OF ROSEMARY GARCIA**

I, Rosemary Garcia, do hereby swear and attest to the following facts:

1. My name is Rosemary Garcia.

2. I reside at 7405 Mesquite Wood NW in Albuquerque, New Mexico.

3. I have reviewed the documents attached to the Complaint as Exhibit 6.

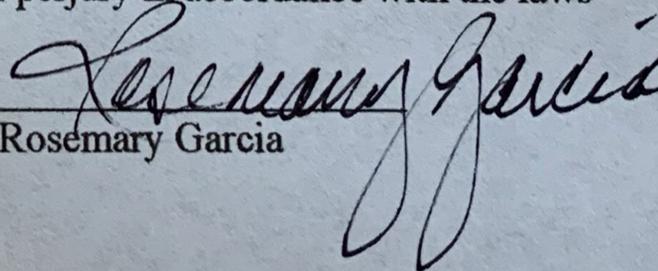
Those documents include a receipt for Qualifying Contribution where I signed as a "Representative Collecting Contribution."

4. On June 5, 2021, in the presence of my daughter Patricia Garcia, I signed the Qualifying Contribution receipt on her behalf. She recently moved to Albuquerque and was at the time living with me at my home.

5. On the same day, she gave me \$5 contribution.

6. This is my complete statement.

7. I make this declaration under penalty of perjury in accordance with the laws of the State of New Mexico.

  
Rosemary Garcia

8-7-2021  
Date