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3 **MEMORANDUM OF UNDERSTANDING**

4 **BETWEEN ALBUQUERQUE POLICE OFFICERS ASSOCIATI**

5 **AND THE CITY OF ALBUQUERQUE**

6 **REGARDING DOMESTIC ABUSE RESPONSE TEAM (DART)**

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8 THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between

9 the City of Albuquerque (“City”) and the Albuquerque Police Officers’ Association

10 (“APOA”) (collectively referred to as the “Parties”).

11

12 **WHEREAS**, the Parties have entered into a Collective Bargaining Agreement

13 (“CBA”) on behalf of all Albuquerque Police Department Sworn Officers through the

14 rank of lieutenant effective July 15, 2023, and terminates on June 30, 2026.

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16 **WHEREAS**, Section 35.1 of the CBA allows the Parties to enter into written

17 Memoranda of Understanding (MOUs) during the term of the CBA, and

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19 **WHEREAS**, the Parties recognize Department services on behalf of the City’s

20 domestic abuse victims continue to be a priority for the Department, and

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22 **WHEREAS**, the Parties further recognize and agree a new Domestic Abuse

23 Response Team (DART) needs to be established, and

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25 **WHEREAS**, the Department has received grant funding to assist in the start-up

26 of the DART program, and

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28 **WHEREAS**, Officers will be selected to participate in this program from the

29 Field Services Bureau as a collateral duty, and the Officers shall be paid Specialty Pay

30 for this collateral service,

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33 **NOW, THEREFORE BE IT RESOLVED**

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35 **I. Term of MOU.** This MOU is effective the date the last party signs the

36 agreement and shall remain in full force until the current CBA expires or until

37 a successor Agreement is reached, whichever occurs last.

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40 **II. Provision:**

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42 1. Selected Officers shall be paid \$50 per paycheck Specialty Pay for their

43 participation in the DART program. Officers who qualify for this Specialty

44 Pay shall be compensated retroactively to July 15, 2023.

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III. No Further Agreement. This MOU incorporates all the agreements, covenants, and understanding between the parties hereto concerning the DART Specialty Pay to be enacted hereunder, and all such agreements, covenants, and understandings have been merged into this MOU. This MOU expresses the entire MOU and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this MOU.

I. Severability. In case any one or more of the provisions contained in this MOU or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein, and any other application thereof shall not in any way be affected or impaired thereby.

SIGNATURES TO BEGIN ON NEXT PAGE
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1 **APOA**

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3 **APPROVED BY:**

DocuSigned by:

4 *Shaun Willoughby*

5 17000CEBC4F14FC...

6 Shaun Willoughby, President

7 APOA

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10 **CITY OF ALBUQUERQUE**

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12 **APPROVED BY:**

DocuSigned by:

13 *Samantha Sengel*

14 BC2424C09B8747A...

15 Samantha Sengel, Chief Administrative Officer

16 City of Albuquerque

17

18 **APPROVED AS TO FORM:**

DocuSigned by:

19 *Harold Medina*

20 A9E4463A33234EA...

21 Harold Medina, Chief of Police

22 Albuquerque Police Department

23

DocuSigned by:

24 *Patricia Tafoya-Harris*



25 06037E6635FD4F5...

26 Patricia Tafoya-Harris, Director

27

28 Human Resources Department

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30 **APPROVED AS TO LEGAL FORM:**

DocuSigned by:

31 *Lauren Keefe*

32 1A21D98D32C74EE...

33 Lauren Keefe, City Attorney

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2/15/2024 | 1:07 PM MST

Date

2/22/2024 | 8:05 PM MST

Date

2/20/2024 | 8:11 PM MST

Date

2/20/2024 | 1:14 PM MST

Date

2/15/2024 | 1:57 PM MST

Date