

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ALBUQUERQUE POLICE OFFICER'S ASSOCIATION AND THE
CITY OF ALBUQUERQUE**

THIS Memorandum of Understanding (the "MOU") is entered into by the Albuquerque Police Officer's Association (the "APOA") and the City of Albuquerque ("City,"), the City and the Union are collectively referred to as the "Parties".

WHEREAS, the Union is the exclusive Bargaining Representative for the sworn police officers in one collective bargaining agreement (CBA) and the Prisoner Transport Officers (PTO) and Transit Safety Officers (TSO) in the other CBA currently in existence, and

WHEREAS, the Parties agree that the City and APOA may modify through Memoranda of Understanding terms or conditions that impact employees represented by the APOA,

WHEREAS, the Parties have met and conferred over the implementation of changes to Section 700 of Rules and Regulations.

NOW, THEREFORE, the Parties agree as follows.

- I. TERM OF MOU.** This Memorandum of Understanding (MOU) shall remain in full force and effect until 06/30/2026. The Parties agree that upon expiration of the contract, the terms of the MOU will be incorporated into the contract during negotiations.
- II. EFFECTIVE DATE.** The Parties agree that, so long as both Parties sign this MOU, the "effective date" is the date that the last Party executes this MOU.
- III. TERMS PERTAINING TO THE SECTION 700 POLICIES:**
 1. If any policy contained in the City's Human Resources Department's Personnel Rules and Regulations Section 700 policies conflicts with a provision(s) of the current labor contract, the current labor contract language shall be controlling.
- IV. MOU CREATES NO THIRD-PARTY BENEFITS.** By entering into this MOU, the Parties do not intend to create any right, title, or interest in or for the benefit of any person other than the Parties. No person shall claim any right, title, or interest under this MOU or to seek to enforce this MOU as a third-party beneficiary of this MOU.

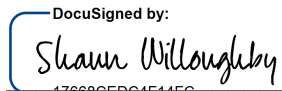
- V. NO FURTHER AGREEMENT.** This MOU incorporates all the agreements, covenants, and understandings between the parties hereto concerning the Union Representation. This MOU expresses the entire MOU and understanding between the parties. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this MOU.
- VI. 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.

IN WITNESS WHEREOF, each Party has executed this agreement on the date indicated by the signature.

[signature page follows]

APOA SWORN, PTO'S AND TSO'S

APPROVED BY:

DocuSigned by:

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Shaun Willoughby, President
APOA

Date: 3/31/2025 | 1:54 PM MST

CITY OF ALBUQUERQUE

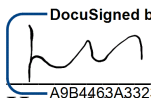
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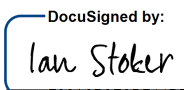
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Samantha Sengel, Chief Administrative Officer
City of Albuquerque

Date: 4/10/2025 | 11:24 PM MDT

RECOMMENDED BY:

DocuSigned by:

A9B4463A33234EA...
Harold Medina, Chief of Police
Albuquerque Police Department

Date: 4/2/2025 | 12:32 PM MDT

DocuSigned by:

F38A9B3E3D744BE...
Ian Stoker, Director,
Human Resources Department

Date: 4/1/2025 | 9:56 AM MDT

APPROVED AS TO LEGAL FORM:

DocuSigned by:

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Lauren Keefe
City Attorney
City of Albuquerque

Initial


Date: 4/2/2025 | 1:32 PM MDT