



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

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**Investigative Report**

**FILE NO:** 24-0162-C/25-0034-C

**SUBJECT MATTER:** An allegation of abuse of position through violations of the procurement process, contract, and resolution related to contracting for the clean-up and disposal of infectious waste, human feces, and potentially infectious waste. Other allegations were raised that the City took actions in contrast to the resolution approved by the City Council by the City subverting the contract by taking over the service and hiring temporary employees to clean up and dispose of infectious waste, human feces, and potentially infectious waste. A separate allegation of misuse of position by some City Councilors due to their passion for the contractor's interest raises concern that City Councilors have a personal stake in this matter.

**STATUS:** Draft

**INVESTIGATOR:** M. Santistevan

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**MELISSA SANTISTEVAN, CIG, CIGE, CFE**  
**INSPECTOR GENERAL**  
**OFFICE OF INSPECTOR GENERAL**

February 21, 2025  
**Date of Completion**

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**VICTOR GRIEGO, CPA**  
**ACCOUNTABILITY IN GOVERNMENT**  
**OVERSIGHT COMMITTEE CHAIRPERSON**

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**Date of Approval**

**DISTRIBUTION:**

**Honorable Mayor**  
**President City Council**  
**Chief Administrative Officer**  
**City Councilors**  
**Director Council Services**  
**City Attorney**  
**Department Director**  
**Members, Accountability and Government Oversight Committee**  
**File**

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## EXECUTIVE SUMMARY

The Office of Inspector General (OIG) follows the Association of Inspectors General (AIG) standards, as outlined in City Ordinance 2-17-2. The overarching goals include conducting investigations impartially, preventing fraud and abuse, ensuring independence, and enhancing the City of Albuquerque's (City) accountability.

As defined in the Inspector General Ordinance §2-17-3, fraud is the knowing misrepresentation of the truth or concealment of a material fact to induce another to act to his or her detriment. Waste is the thoughtless or careless expenditure, mismanagement, or abuse of resources to the detriment of the city. Abuse is the use of resources or exercise of authority contrary to rule or policy, or knowingly inconsistent with any established mission or objectives for the resource, or the position held by the person exercising the authority. Abuse does not necessarily involve fraud or illegal acts.

On June 12, 2024, the OIG received a complaint alleging abuse of position through violations of the procurement process, contract, and resolution related to contracting for the clean-up and disposal of infectious waste, human feces, and potentially infectious waste. Specifically, an Environmental Health Department (EHD) Associate Director (AD) directed employees to send requests for human feces disposal work to the contractor (C1) despite having inadequate funds on the approved purchase order (PO). The complaint states that sending the work to the contractor would put the burden on C1 to hold up a high-priority project if C1 was not getting paid. Other allegations were raised that the EHD took actions in contrast to the resolution approved by the City Council by the City subverting the contract by taking over the service and hiring temporary employees to clean up and dispose of infectious waste, human feces, and potentially infectious waste through the Solid Waste Department (SWD). A separate allegation of misuse of position by some City Councilors due to their passion for the contractor's interest raises concern that City Councilors have a personal stake in this matter.

The OIG decided it was appropriate to conduct a fact-finding investigation to substantiate or not substantiate the alleged abuse of authority by AD, alleged violation of the procurement process under Article 5 Public Purchases, allegations that the City took action contrary to approved resolution R-24-3, and alleged misuse of position by City Councilors.

The evidence obtained during the investigation is sufficient to substantiate the allegation that AD directed employees to send work to the contractor despite having inadequate funding on the approved purchase order resulting in EHD overspending the purchase order by \$29,672.17 between June 18, 2024, and July 8, 2024, thus violating Article 5 Public Purchases by not having an approved purchase order before services are performed.

The evidence obtained during the investigation is sufficient to substantiate the allegation that EHD took actions in contrast to the resolution approved by the City Council by taking over the service and hiring temporary employees to clean up and dispose of infectious waste, human feces, and potentially infectious waste through the Solid Waste Department (SWD).

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The evidence obtained during the investigation does not substantiate the allegation of misuse of position by some City Councilors as no previous or personal relationship between Councilors and the contractor could be ascertained.

The OIG's recommendations for improvement are intended to enhance accountability and mitigate fraud, waste, or abuse within the City's operations.

**Findings:**

- AD directed employees to send work to the contractor despite having inadequate funding on the approved purchase order resulting in EHD overspending the purchase order by \$29,672.17 between June 18, 2024, and July 8, 2024, thus violating Article 5 Public Purchases by not having an approved purchase order before services are performed.
- AD engaged with C1 to learn the process, methodology, and business model of C1 and then began to provide the service through SWD and EHD by utilizing employees from a temporary agency and significantly reducing the work performed under the previously negotiated contract resulting in non-compliance with City Resolution R 24-3.

**Recommendations:**

- EHD management should attend training on the Code of Conduct.
- EHD management should attend training on the purchasing ordinance before being held responsible for authorizing, approving, or making purchases.
- EHD management should ensure an approved purchase order exists for the goods or services before buying.
- EHD management should verify a sufficient budget for the line item to be charged before a purchase is made.
- The City and its employees should ensure compliance with City resolutions and ordinances.
- The City and its employees should be properly trained on using PPE, with mandatory compliance monitoring to ensure the safety of anyone providing services to dispose of infectious waste, human feces, and potentially infectious waste.
- The City and its employees should be more transparent and open in their communication with contractors when the City implements a change that will have a significant effect on a contract so that business partners do not feel as though they are being misled.

## ABBREVIATIONS

A1: City Administrator  
A2: City Administrator  
AD: City Associate Director  
AIG: Association of Inspectors General  
City: City of Albuquerque  
C1: Contractor  
CC1: City Councilor  
CC2: City Councilor  
CC3: City Councilor  
CC4: City Councilor  
CHD: Consumer Health Division  
D1: City Director  
D2: City Director  
D3: City Director  
DD1: City Deputy Director  
E1: City Employee  
E2: City Employee  
E3: City Employee  
EHD: Environmental Health Department  
ESD: Environmental Science Division  
O1: City Official  
OIG: Office of Inspector General  
PO: Purchase Order  
PPE: Personal Protective Equipment  
PRD: Parks and Recreation Department  
RFB: Request for bid  
RFP: Request for proposal  
SWD: Solid Waste Department

## INTRODUCTION

The OIG's mission is to promote a culture of integrity, accountability, and transparency throughout the City to safeguard and preserve public trust. Investigations, inspections, evaluations, and reviews are conducted following AIG Standards.

### Complaints

The complaint alleges abuse of position through violations of the procurement process, contract, and resolution related to contracting for the clean-up and disposal of infectious waste, human feces, and potentially infectious waste. Specifically, an EHD AD directed employees to send requests for human feces disposal work to the contractor (C1) despite having inadequate funds on the approved purchase order (PO). The complaint states that sending the work to the contractor would put the burden on C1 for holding up a high-priority project if C1 was not getting paid. Other allegations were raised that EHD took actions in contrast to the resolution approved by the City Council by

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EHD subverting the contract by taking over the service and hiring temporary employees to clean up and dispose of infectious waste, human feces, and potentially infectious waste through the Solid Waste Department (SWD). A separate allegation of misuse of position by some City Councilors due to their passion for the contractor's interest raises concern that City Councilors have a personal stake in this matter.

## **Background**

On February 21, 2024, the City Council passed resolution R 24-3 directing the City's Administration to develop and administer a program to dispose of human feces on public and private properties in the City of Albuquerque.

The resolution requires the Administration to develop and administer a program to collect feces that is believed to come from a human, including engaging with and supervising a contractor who specializes in removing and disposing of potentially hazardous material; directing the contractor to clean up human feces on both public and private property; coordinating with 311 to create a mechanism through which residents can report human feces and the contractor can then be dispatched to the location, and in conjunction with the contractor, track where human feces is found and the number of instances the contractor cleans up such waste. These services are necessary to reduce the spread of viruses transmitted through contact with human feces.

An appropriation, authorized by the City Council, of one hundred thousand dollars (\$100,000) for this program was funded through the EHD Consumer Health Division (CHD) General Fund 110 through the end of fiscal year 2024.

Program services were intended to be ongoing, therefore the City's purchasing division issued a request for proposal (RFP) for the services, accepted bids, and selected a contractor (C1) to perform the services between May 13, 2024, and May 12, 2028. A new purchase order was issued for fiscal year 2025 on July 9, 2024, for two hundred thousand dollars (\$200,000).

## **SCOPE AND METHODOLOGY**

### **Scope:**

Events and transactions related to the City Council resolution and the procurement of services for the disposal of human feces from January 18, 2024, through February 6, 2025.

### **Methodology:**

- Obtain and review the council resolution.
- Obtain and review the request for bid/proposal.
- Obtain and review the purchase orders and amendments.
- Obtain and review invoices.
- Obtain and review emails.
- Conduct inquiries/interviews.

This report was developed based on the OIG's review of documentation and records provided and available during the investigation.

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## INVESTIGATION

### Allegations:

1. Alleged abuse of position through violations of the procurement process, contract, and resolution related to contracting for the clean-up and disposal of infectious waste, human feces, and potentially infectious waste. The complaint alleges that an EHD AD directed employees to dispatch requests for human feces disposal work to the C1 despite having inadequate funding on the approved purchase order. The complaint states that sending the work to the contractor would put the burden on C1 to hold up a high-priority project if C1 was not getting paid.
2. Other allegations were raised that the City took actions in contrast to the resolution approved by the City Council by EHD subverting the contract by taking over the service and hiring temporary employees to clean up and dispose of infectious waste, human feces, and potentially infectious waste through the Solid Waste Department (SWD).
3. A separate allegation of misuse of position by some City Councilors due to their passion for the contractor's interest raises concern that City Councilors have a personal stake in this matter.

### Authority:

City Council Resolution R 24-3

Article 5 Public Purchases

301 Code of Conduct

### Evidence:

City Council Resolution R 24-3

Purchase Orders and Invoices

Council Meetings

Videos, Emails, and Texts

311 calls

Inquiries/Interviews

## Evidence Analysis:

### City Council Resolution R 24-3

The OIG reviewed City Council resolution R 24-3 noting the directive for the Administration to implement a program for the disposal of human feces throughout the City with an appropriation of one hundred thousand dollars (\$100,000) for the remainder of the fiscal year 2024 to be funded from EHD Consumer Health Division General Fund 110.

The OIG considered whether the resolution allowed for circumvention of Article 5, Public Purchases but found that it was limited to directing the Administration to implement such a program and did not specify how it should be done. The City Council provides direction through legislation but does not involve itself in the day-to-day management of the city.

### Purchase orders and invoices

The OIG found three (3) PO issued to dispose of human feces between March 21, 2024, and June 30, 2024. Purchase order 11857 was issued for one hundred thousand dollars (\$100,000) on March 21, 2024. Between April 1, 2024, and April 11, 2024, invoices for services provided were applied against the purchase order, resulting in an open balance on the purchase order of eighty-eight thousand five hundred forty-six dollars and fifty-four cents (\$88,546.54). On April 16, 2024, a change order was issued to reduce the original purchase order by fifty-five thousand dollars (\$55,000) with the explanation “to leave capacity for Solid Waste (SWD) to use their RFP”. This resulted in an open balance on the purchase order of thirty-three thousand five hundred forty-six dollars and fifty-four cents (\$33,546.54). Between April 17, 2024, and May 3, 2024, invoices for services provided were applied to the purchase order, resulting in an open balance on the purchase order of thirty dollars and ninety-eight cents (\$30.98). On May 10, 2024, a change order on the purchase order was issued for an increase of twenty thousand dollars (\$20,000) with the explanation of “Adding \$20K to the PO to continue the services until EHD’s RFP is processed. Amount changed from \$45,000 to \$65,000”. This resulted in an open balance on the purchase order of twenty thousand thirty dollars and ninety-eight cents (\$20,030.98). Between May 13, 2024, and May 20, 2024, invoices for services provided were applied against the purchase order, resulting in the purchase order being overspent by three thousand eight hundred thirty-nine dollars and thirteen cents (-\$3,839.13). On May 23, 2024, a new purchase order, 11890, was issued for thirty-five thousand dollars (\$35,000). Between May 24, 2024, and June 27, 2024, invoices for services provided were applied against the purchase order, resulting in the purchase order being overspent by an open balance on the purchase order of nineteen thousand nine hundred seventy-five dollars and thirty-one cents (-\$19,975.31). On July 18, 2024, AD sent a memo requesting a purchase order increase, after the performance of services. On July 25, 2024, a change order for purchase order 11890 was issued to increase the purchase order balance to fifty-one thousand five hundred thirty-four dollars and fifty-eight cents (\$51,534.58). The change order was denied. As of June 30, 2024, EHD had incurred service fees totaling one hundred nineteen thousand nine hundred seventy-five dollars and thirty-one cents (\$119,975.31) against authorized funding and purchase orders totaling one hundred thousand dollars (\$100,000). The initial purchase order expired on June 30, 2024.

The spreadsheet below reflects events related to purchase orders and invoicing.

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Date	PO Number	PO Amount	Invoice Amount	Tax Amount	Total Invoice	Remaining Balance
3/21/2024	11857	100,000.00				100,000.00
3/1/2024			95.00	7.24	102.24	99,897.76
4/1/2024			635.00	48.39	683.39	99,214.37
4/1/2024			295.00	22.48	317.48	98,896.90
4/1/2024			635.00	48.39	683.39	98,213.51
4/1/2024			635.00	48.39	683.39	97,530.12
4/2/2024			3,835.00	292.23	4,127.23	93,402.89
4/11/2024			490.00	37.34	527.34	92,875.56
4/11/2024			490.00	37.34	527.34	92,348.22
4/11/2024			637.50	48.58	686.08	91,662.14
4/11/2024			2,895.00	220.60	3,115.60	88,546.54
4/16/2024	11857	-55,000.00			0.00	33,546.54
4/17/2024			440.00	33.53	473.53	33,073.01
4/17/2024			440.00	33.53	473.53	32,599.49
4/17/2024			687.50	52.39	739.89	31,859.60
4/17/2024			490.00	37.34	527.34	31,332.26
4/17/2024			635.00	48.39	683.39	30,648.87
4/23/2024			735.00	56.01	791.01	29,857.87
4/23/2024			635.00	48.39	683.39	29,174.48
4/23/2024			440.00	33.53	473.53	28,700.95
4/23/2024			980.00	74.68	1,054.68	27,646.28
4/23/2024			1,420.00	108.20	1,528.20	26,118.07
4/23/2024			635.00	48.39	683.39	25,434.68
4/23/2024			440.00	33.53	473.53	24,961.16
4/23/2024			635.00	48.39	683.39	24,277.77
4/23/2024			1,420.00	108.20	1,528.20	22,749.57
4/24/2024			440.00	33.53	473.53	22,276.04
4/24/2024			635.00	48.39	683.39	21,592.65
4/24/2024			785.00	59.82	844.82	20,747.83
4/24/2024			635.00	48.39	683.39	20,064.45
4/24/2024			635.00	48.39	683.39	19,381.06
4/24/2024			930.00	70.87	1,000.87	18,380.19
4/25/2024			3,330.00	253.75	3,583.75	14,796.45
5/1/2024			635.00	48.39	683.39	14,113.06
5/1/2024			635.00	48.39	683.39	13,429.67
5/1/2024			635.00	48.39	683.39	12,746.29
5/1/2024			635.00	48.39	683.39	12,062.90
5/1/2024			635.00	48.39	683.39	11,379.51
5/1/2024			440.00	33.53	473.53	10,905.98
5/1/2024			635.00	48.39	683.39	10,222.60
5/1/2024			635.00	48.39	683.39	9,539.21
5/1/2024			440.00	33.53	473.53	9,065.68

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5/1/2024			95.00	7.24	102.24	8,963.44
5/1/2024			635.00	48.39	683.39	8,280.06
5/2/2024			95.00	7.24	102.24	8,177.82
5/2/2024			930.00	70.87	1,000.87	7,176.95
5/2/2024			930.00	70.87	1,000.87	6,176.08
5/2/2024			635.00	48.39	683.39	5,492.70
5/2/2024			95.00	7.24	102.24	5,390.46
5/2/2024			95.00	7.24	102.24	5,288.22
5/2/2024			635.00	48.39	683.39	4,604.83
5/3/2024			635.00	48.39	683.39	3,921.45
5/3/2024			635.00	48.39	683.39	3,238.06
5/3/2024			635.00	48.39	683.39	2,554.67
5/3/2024			440.00	33.53	473.53	2,081.14
5/3/2024			635.00	48.39	683.39	1,397.76
5/3/2024			635.00	48.39	683.39	714.37
5/3/2024			635.00	48.39	683.39	30.98
5/10/2024	11857	20,000.00				20,030.98
5/13/2024			3,380.00	257.56	3,637.56	16,393.43
5/14/2024			635.00	48.39	683.39	15,710.04
5/14/2024			635.00	48.39	683.39	15,026.65
5/14/2024			635.00	48.39	683.39	14,343.27
5/14/2024			95.00	7.24	102.24	14,241.03
5/14/2024			635.00	48.39	683.39	13,557.64
5/14/2024			440.00	33.53	473.53	13,084.11
5/14/2024			95.00	7.24	102.24	12,981.87
5/14/2024			295.00	22.48	317.48	12,664.39
5/14/2024			440.00	33.53	473.53	12,190.87
5/14/2024			635.00	48.39	683.39	11,507.48
5/14/2024			635.00	48.39	683.39	10,824.09
5/14/2024			440.00	33.53	473.53	10,350.56
5/14/2024			635.00	48.39	683.39	9,667.18
5/15/2024			95.00	7.24	102.24	9,564.94
5/15/2024			635.00	48.39	683.39	8,881.55
5/15/2024			635.00	48.39	683.39	8,198.16
5/15/2024			635.00	48.39	683.39	7,514.78
5/15/2024			635.00	48.39	683.39	6,831.39
5/15/2024			440.00	33.53	473.53	6,357.86
5/15/2024			95.00	7.24	102.24	6,255.62
5/15/2024			95.00	7.24	102.24	6,153.38
5/15/2024			635.00	48.39	683.39	5,470.00
5/15/2024			95.00	7.24	102.24	5,367.76
5/15/2024			635.00	48.39	683.39	4,684.37
5/15/2024			635.00	48.39	683.39	4,000.98
5/15/2024			635.00	48.39	683.39	3,317.60

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5/15/2024			635.00	48.39	683.39	2,634.21
5/16/2024			440.00	33.53	473.53	2,160.68
5/16/2024			635.00	48.39	683.39	1,477.29
5/16/2024			635.00	48.39	683.39	793.91
5/16/2024			95.00	7.24	102.24	691.67
5/16/2024			440.00	33.53	473.53	218.14
5/20/2024			3,675.00	280.04	3,955.04	-3,736.89
5/20/2024			95.00	7.24	102.24	-3,839.13
5/23/2024	11890	35,000.00				31,160.87
5/24/2024			635.00	48.39	683.39	30,477.48
5/24/2024			389.50	29.68	419.18	30,058.30
5/24/2024			635.00	48.39	683.39	29,374.91
5/24/2024			95.00	7.24	102.24	29,272.67
5/24/2024			147.50	11.24	158.74	29,113.93
5/24/2024			147.50	11.24	158.74	28,955.20
5/24/2024			635.00	48.39	683.39	28,271.81
5/24/2024			147.50	11.24	158.74	28,113.07
5/24/2024			635.00	48.39	683.39	27,429.68
5/24/2024			292.50	22.29	314.79	27,114.89
5/27/2024			982.50	74.87	1,057.37	26,057.53
5/28/2024			95.00	7.24	102.24	25,955.29
5/28/2024			2,010.00	153.16	2,163.16	23,792.13
5/29/2024			389.50	29.68	419.18	23,372.95
5/29/2024			95.00	7.24	102.24	23,270.71
5/29/2024			535.00	40.77	575.77	22,694.94
5/29/2024			389.50	29.68	419.18	22,275.76
5/29/2024			292.00	22.25	314.25	21,961.51
5/29/2024			398.50	30.37	428.87	21,532.64
5/29/2024			95.00	7.24	102.24	21,430.40
5/29/2024			398.50	30.37	428.87	21,001.54
5/29/2024			535.00	40.77	575.77	20,425.77
5/30/2024			95.00	7.24	102.24	20,323.53
5/31/2024			3,435.00	261.75	3,696.75	16,626.79
6/3/2024			390.50	29.76	420.26	16,206.53
6/3/2024			390.50	29.76	420.26	15,786.27
6/3/2024			95.00	7.24	102.24	15,684.03
6/3/2024			95.00	7.24	102.24	15,581.80
6/3/2024			95.00	7.24	102.24	15,479.56
6/3/2024			147.50	11.24	158.74	15,320.82
6/3/2024			292.50	22.29	314.79	15,006.03
6/3/2024			292.50	22.29	314.79	14,691.24
6/3/2024			390.50	29.76	420.26	14,270.98
6/3/2024			95.00	7.24	102.24	14,168.75
6/3/2024			635.00	48.39	683.39	13,485.36

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6/3/2024			292.50	22.29	314.79	13,170.57
6/3/2024			147.50	11.24	158.74	13,011.83
6/4/2024			390.50	29.76	420.26	12,591.57
6/4/2024			390.50	29.76	420.26	12,171.32
6/4/2024			292.50	22.29	314.79	11,856.53
6/4/2024			292.50	22.29	314.79	11,541.74
6/4/2024			635.00	48.39	683.39	10,858.35
6/4/2024			380.50	28.99	409.49	10,448.86
6/4/2024			380.50	28.99	409.49	10,039.37
6/4/2024			380.50	28.99	409.49	9,629.87
6/4/2024			292.50	22.29	314.79	9,315.08
6/4/2024			380.50	28.99	409.49	8,905.59
6/5/2024			380.50	28.99	409.49	8,496.09
6/5/2024			380.50	28.99	409.49	8,086.60
6/5/2024			95.00	7.24	102.24	7,984.36
6/5/2024			380.50	28.99	409.49	7,574.87
6/11/2024			390.50	29.76	420.26	7,154.61
6/11/2024			292.50	22.29	314.79	6,839.82
6/11/2024			390.50	29.76	420.26	6,419.57
6/11/2024			390.50	29.76	420.26	5,999.31
6/11/2024			538.00	41.00	579.00	5,420.32
6/11/2024			95.00	7.24	102.24	5,318.08
6/11/2024			390.50	29.76	420.26	4,897.82
6/11/2024			390.50	29.76	420.26	4,477.56
6/12/2024			390.50	29.76	420.26	4,057.31
6/12/2024			390.50	29.76	420.26	3,637.05
6/12/2024			635.00	48.39	683.39	2,953.66
6/12/2024			292.50	22.29	314.79	2,638.88
6/12/2024			635.00	48.39	683.39	1,955.49
6/14/2024			292.50	22.29	314.79	1,640.70
6/14/2024			292.50	22.29	314.79	1,325.91
6/14/2024			292.50	22.29	314.79	1,011.12
6/14/2024			292.50	22.29	314.79	696.34
6/17/2024			292.50	22.29	314.79	381.55
6/18/2024			292.50	22.29	314.79	66.76
6/18/2024			95.00	7.24	102.24	-35.48
6/18/2024			292.50	22.29	314.79	-350.27
6/18/2024			635.00	48.39	683.39	-1,033.66
6/18/2024			4,910.00	374.14	5,284.14	-6,317.80
6/19/2024			635.00	48.39	683.39	-7,001.19
6/19/2024			635.00	48.39	683.39	-7,684.57
6/20/2024			390.50	29.76	420.26	-8,104.83
6/20/2024			390.50	29.76	420.26	-8,525.08
6/20/2024			95.00	7.24	102.24	-8,627.32

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6/20/2024			390.50	29.76	420.26	-9,047.58
6/20/2024			390.50	29.76	420.26	-9,467.84
6/20/2024			390.50	29.76	420.26	-9,888.09
6/20/2024			2,105.00	160.40	2,265.40	-12,153.49
6/21/2024			635.00	48.39	683.39	-12,836.88
6/24/2024			390.50	29.76	420.26	-13,257.14
6/24/2024			292.50	22.29	314.79	-13,571.92
6/24/2024			635.00	48.39	683.39	-14,255.31
6/24/2024			292.50	22.29	314.79	-14,570.10
6/24/2024			390.50	29.76	420.26	-14,990.36
6/24/2024			292.50	22.29	314.79	-15,305.14
6/24/2024			635.00	48.39	683.39	-15,988.53
6/24/2024			390.50	29.76	420.26	-16,408.79
6/25/2024			390.50	29.76	420.26	-16,829.04
6/25/2024			390.50	29.76	420.26	-17,249.30
6/25/2024			390.50	29.76	420.26	-17,669.56
6/25/2024			95.00	7.24	102.24	-17,771.79
6/25/2024			390.50	29.76	420.26	-18,192.05
6/25/2024			390.50	29.76	420.26	-18,612.31
6/25/2024			390.50	29.76	420.26	-19,032.56
6/27/2024			390.50	29.76	420.26	-19,452.82
6/27/2024			95.00	7.24	102.24	-19,555.06
6/27/2024			390.50	29.76	420.26	-19,975.31
<b>Total FY 24</b>			<b>111,480.50</b>	<b>8,494.81</b>	<b>119,975.31</b>	

Between July 1, 2024, and July 8, 2024, EHD continued to request and receive services, totaling nine thousand six hundred ninety-six dollars and eighty-six cents (\$9,696.86), without having an approved purchase order. The OIG reviewed the purchase order for fiscal year 2025 issued on July 9, 2025, for two hundred thousand dollars (\$200,000), leaving an open balance on the purchase order of one hundred ninety thousand three hundred and three dollars and fourteen cents (\$190,303.14).

Date	PO Number	PO Amount	Invoice Amount	Tax Amount	Total Invoice	Remaining Balance
7/1/2024			95.00	95.00	95.00	-95.00
7/1/2024			292.50	22.29	314.79	-409.79
7/1/2024			292.50	22.29	314.79	-724.58
7/1/2024			390.50	29.76	420.26	-1,144.83
7/1/2024			635.00	48.39	683.39	-1,828.22

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7/1/2024			538.00	41.00	579.00	-2,407.22
7/1/2024			292.50	22.29	314.79	-2,722.00
7/1/2024			95.00	7.24	102.24	-2,824.24
7/1/2024			390.50	29.76	420.26	-3,244.50
7/1/2024			95.00	7.24	102.24	-3,346.74
7/1/2024			390.50	29.76	420.26	-3,766.99
7/5/2024			635.00	48.39	683.39	-4,450.38
7/5/2024			292.50	22.29	314.79	-4,765.17
7/8/2024			390.50	29.76	420.26	-5,185.43
7/8/2024			635.00	48.39	683.39	-5,868.81
7/8/2024			390.50	29.76	420.26	-6,289.07
7/8/2024			390.50	29.76	420.26	-6,709.33
7/8/2024			292.50	22.29	314.79	-7,024.11
7/8/2024			390.50	29.76	420.26	-7,444.37
7/8/2024			390.50	29.76	420.26	-7,864.63
7/8/2024			292.50	22.29	314.79	-8,179.41
7/8/2024			95.00	7.24	102.24	-8,281.65
7/8/2024			292.50	22.29	314.79	-8,596.44
7/8/2024			635.00	48.39	683.39	-9,279.83
7/8/2024			292.50	22.29	314.79	-9,594.62
7/8/2024			95.00	7.24	102.24	-9,696.86
7/9/2024	11915	200,000.00	-	-	-	190,303.14

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The OIG noted two (2) amendments to increase the original purchase order of two hundred thousand dollar (\$200,000) for fiscal year 2025. The first amendment was created on October 22, 2024, and increased the purchase order by twenty thousand dollars (\$20,000). An analysis of the purchase orders and the invoices revealed a remaining balance on the purchase order of twenty-seven thousand nine hundred ninety-one dollars and twenty cents (\$27,991.20) on that date of amendment. The second amendment was started on November 20, 2024, and increased the purchase order by sixty thousand dollars (\$60,000). The OIG's analysis showed a balance on the purchase order of six thousand seven hundred ninety-two dollars and eleven cents (\$6,792.11) at the date of amendment.

The OIG's analysis showed that EHD incurred services between June 18, 2024, and July 8, 2024, that exceeded the approved purchase order by twenty-nine thousand six hundred seventy-two dollars and seventeen cents (\$29,672.17) and crossing fiscal years. These services were invoices after a new purchase order for fiscal year 2025 was created on July 9, 2024.

### Council Meetings

The OIG reviewed the Council Meeting on September 4, 2024, where the City Council had requested a presentation by the EHD on the progress of the clean-up and disposal of infectious waste, human feces, and potentially infectious waste program. EHD's presentation focused on activity, workflow, proposed savings, and requesting funding so the EHD could buy equipment and supplies and hire staff to incorporate these services into their department in place of the existing contractor.

Following EHD's proposal for more funding, C1 introduced themselves and provided information on the services provided to the city and their practices for handling hazardous biowaste.

The OIG reviewed the resolution noting that the language appeared to direct the City's EHD to engage with and supervise a contractor who specializes in removing and disposing of potentially hazardous material; directing the contractor to clean up human feces on both public and private property; coordinate with 311 to create a mechanism through which residents can report human feces and the contractor can then be dispatched to the location, and in conjunction with the contractor, track where human feces is found and the number of instances the contractor cleans up such waste. The OIG noted that this resolution was specific to EHD and did not include any language regarding SWD.

The evidence reviewed reveals that the program was intended to continue, as the signed contract between the City and the Contractor was for the period May 13, 2024, through May 12, 2028.

The OIG reviewed the Council Meeting on January 22, 2025, where a discussion occurred about the program for the clean-up and disposal of infectious waste, human feces, and potentially infectious waste. Concern was expressed about the program services being conducted by City employees or hired temporary employees and only using the existing contractor for overflow. During this meeting, a video of City employees cleaning up human feces was shown prompting many questions concerning the method and the safety of the employees addressing the hazardous biowaste. One Councilor raised concerns that C1 was being retaliated against for presenting their methods for proper biohazard clean-up in opposition to the City bringing the work in-house.

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In the public meeting, a City Administrator (A1) spoke on behalf of the City and said that the City uses the SWD team first and the contractor as support. A1 stated that the City utilizes SWD employees and temporary employees who are professionally trained to collect and dispose of human feces following Occupational Safety and Health Administration (OSHA) regulations. A1 stated that the City performed this “type of work” before passing R 24-3. A1 stated that the City fulfilled the terms of R 24-3 approved by the council. A1 stated that the City created a pilot program to develop and administer a program to dispose of human feces within the City. A1 said the City spent one hundred thousand dollars (\$100,000) authorized in resolution R24-3. A1 commented that it is “more feasible for the City to perform the duties.”

During the OIG investigation, representatives of EHD did not provide information about the City bringing the program in-house to mitigate the costs.

The OIG found no evidence during its investigation that C1 was not meeting the terms of the contract, however, the OIG found a letter of recommendation from AD to C1 about their work and noted comments from AD and Councilors praising the work of C1. After learning of the additional allegations, the OIG expanded its investigation revealing that the City appears to have acted contrary to the resolution and contract and that the City significantly reduced the number of calls dispatched to C1, creating a detriment for the business of C1.

#### Emails

The OIG reviewed emails of EHD staff between January 18, 2024, and February 6, 2024. The emails revealed that on February 21, 2024, the City Council approved a resolution for an appropriation of one hundred thousand dollars (\$100,000.00) for EHD to provide services for the disposal of human feces.

An email dated April 12, 2024, from a Director (D1) to AD and a Deputy Director (DD1) revealed a violation of the purchasing ordinance. The email said:

*“Good Morning,*

*A recent purchase violated purchasing rules by exceeding the contracted amount by \$3,941.25. The payment was for services rendered by [REDACTED].*

*EHD received a ratification notice from the Chief Procurement Officer.*

*As mandated in the notice:*

*All future purchases meet the requirements set forth in City policy including securing a PO in place prior to receiving services, repairs, parts or goods. The Purchasing Division requests Environmental Health train all employees on the City policy and amend their internal procedures to prevent this violation of policy from happening again.*

*Please ensure that your folks are properly trained and that adequate corrective action/discipline has been accomplished, if appropriate.”*

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The OIG reviewed an email, dated April 25, 2024, providing AD with an existing Bio Waste contract under the SWD. In the same email string, AD advised SWD that EHD initiated a request for bid (RFB) that would close on May 2, 2024.

The OIG reviewed an email, dated April 26, 2024, from a former Environmental Science Division (ESD) Manager to AD, D1, DD1 and the former fiscal manager asking for *“clear guidance on where the funding will be coming from for future work”* and stating *“We could easily spend \$25K a week running more than two dozen service calls a week.”*

The OIG reviewed emails, dated May 7, 2024, reflecting that AD was informed by a former ESD Manager that EHD would be *“halting 311 calls until the new contract is in place.”* AD responded with *“Thank you for your hard work with this program. I do understand that the money is drying up quickly, however after meeting with D1, if there is an emergency it will fall to us not solid waste to ensure that it is properly handled. We can discuss further if needed.”* The response from the former ESD Manager said *“This needs to be discussed, there is no methodology to pay the vendor.”*

The OIG reviewed emails, dated May 9, 2024, from AD to a former ESD Manager saying *“I spoke with solid waste and city employee (E3) is going to give us some of their budget so we can continue business as usual. Let’s continue as normal so we don’t have any interruption of service. Also please make sure the vendor continues to send pictures and follows the guidelines that were stated. Thank you for staying on top of this. Good work.”*

The OIG reviewed an email, dated May 10, 2024, from D1 to D3, and the former fiscal manager stating *“I hope you are well this afternoon. As you may have heard a last night’s COW, we have been tasked with removing feces from spaces around the city. Several months ago we received an appropriation from the City Council that will cover the initial \$100,000 of costs related to providing the service. The Council intends for us to continue the services into and through FY25. The cost of the effort will be paid through Fund 110, contractual services. Knowing the cost will most likely exceed the amount budgeted in the fund for FY25, I am reaching out to determine if you have suggestions regarding cost-saving measures EHD could employ to avoid exceeding the budgeted amount of the fund. I certainly do not want to place ██████ in a position that would result in a negative finding against ██████, given the demand for expenditures potentially exceeding our budgeted funds. We have no means to estimate the annual cost of the program but believe it could be up to \$250,000.”*

The OIG reviewed an email dated May 10, 2024, from D3 to D2, and the former fiscal manager saying *“D1- You are correct, there is no budget in FY25. The only thing I can think of if there is some type of grant. I reached to your analyst ██████, I told ██████ to contact you if ██████ could think of anything to help with the situation.”*

On May 10, 2024, an email from a SWD Fiscal Officer to AD, said *“D2 wanted me to reach out to you and tell you that ██████ can process a change order increasing an additional \$20,000. Let me know if you have any questions.”*

On May 10, 2024, an email from AD to a former ESD Manager said *“Thank you for your hard work with the feces removal program. Here are a few things that I want to reiterate.”*

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*We must resume service immediately. We must ensure the health and safety for the people of Albuquerque and we want to make sure we as the city maintain our obligations.*

*As far as budget, that is my concern, I need you to worry about executing the 311 calls and make sure we don't have any interruptions of service.*

*We need to do periodic spot checks to make sure the vendor knows we are supporting them and are aware of ongoing issues.*

*Thank you for taking ownership of the program and working diligently to help the citizens of Albuquerque.”*

An email dated May 13, 2024, from D1 to A1 and A2 stated *“Please find the spreadsheet with the statistics that Councilor ██████ requested attached. The volume of complaints is increasing daily, so the amount expended will not be characteristic of the costs in the future.*

*We have also worked on reducing the amount of clean-up per call by specifying that the only debris, (needles, clothing, etc.), to be collected must have been contaminated directly by the biomaterial. Other services will collect those items at a reduced cost I not exposed.”*

On May 23, 2024, a former ESD Manager sent an email to D1 and AD, advising them that six (6) calls were unable to be responded to due to a lack of funding and that there was a backlog of twenty-six (26) 311 complaints to be sent to C1. The email showed that a request had been made to release the remaining \$35,000 of the City Council funding. The email said that C1 and a former ESD Manager had put clean-ups on hold until the purchase order was released due to not having a contract payment mechanism.

On May 23, 2024, D1 sent an email to AD saying *“Please address this, we don't want it on hold. [The Former ESD Manager] is not authorized to place “on hold”. I know you are busy, but this should be taken care of asap.”*

AD sent E1 an email on May 23, 2024, saying *“I appreciate your concern over the budget. As we discussed in other conversations before, we cannot withhold the calls. It is our duty to ensure these calls continue to get distributed and services is not interrupted. It is creating a public safety issue delaying the calls and we have an obligation to the city of Albuquerque to ensure that their health and safety is protected. There are two things I ask of you. Please let me worry about the budget and please resume distribution immediately. I greatly appreciate it.”*

The OIG reviewed an email, dated June 12, 2024, from a former fiscal manager to AD, saying *“Per your request, attached is the fiscal report on C1. Do you know if the vendor submitted invoice #109 to Accounts Payable? Once that invoice processes there will be \$7,574 left of the \$100K. Council only appropriated \$100K and we are not to go over that budgeted amount. There are no additional funding sources in EHD to cover any overspending. The budget resets to \$100K starting July 1, 2024.”*

The OIG reviewed an email dated July 16, 2024, from a former fiscal manager to AD and D1 stating *“The attached invoice referencing PO ENH0011915 for services rendered in FY24. PO*

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*ENH011915 if for FY25's \$200K appropriation. I notified AD on June 12, 2024 that there was \$7,574 remaining of the \$100K. See attached email. The invoice will be accrued for Fiscal Year 24 that will show both the PO and the Consumer Health Division over spent by \$13K. In addition, I will need a justification on why the PO needs to be increased above the budgeted amount and after the services were performed. Please send me the information by Wednesday, July 17, 2024 to process invoice payment."*

An Inter-Office Memorandum was issued on July 18, 2024, to a former fiscal manager from AD and routed through D1. This memo said:

*"The Biowaste contract is the result of a council resolution to provide human biowaste clean-up for the city of Albuquerque. The resolution mandated that EHD provide this service to the citizens of Albuquerque in the interest of public safety. When the program was launched, EHD had no indication of what demand existed. We did not anticipate that the initial 100k budgeted for the program would not be sufficient. As the public became more aware of the program, the call volume tripled. With the influx of complaints, the original allocated amount was exceeded. The program was continued due to the exigency of the need and the hazard to the public.*

*Please let me know if additional information is required."*

The OIG found the following PO narrative in the purchasing system.

#### *Post Purchase PO Narrative*

*Please explain the circumstances, including the dates and personnel involved, of this purchase relative to the Ordinance and/or Rules and Regulations cited in Section 1 of this form.*

Department Response 1: *"AD was notified on June 12, 2024, that \$7,574 was remaining on PO. Services were continued on June 17, 2024 through June 27, 2024. The AD did not monitor contractor work and allowed the vendor to continue service beyond the PO amount. Please see the attached file for Department Justification."*

Department Response 2: *"D1 will ensure the AD follows Purchasing Rules and Regs."*

Purchasing Division Comments: *"Purchasing recommends the department implement a process for contract management to ensure this type of violation does not occur again."*

Comments from D1: *"AD monitored the funding for the program, however, it was vital to public safety that the biowaste removal continue into the next FY."*

The OIG's review of emails shows that EHD understood that the services under the disposal of human waste program were to continue through the fiscal year 2025. They reflect that SWD was involved from the onset of the program as they were authorizing increases to the purchase orders. They reflect concern for inadequate funds on purchase orders and that there was a halt on 311 calls until a new contract was in place. They reflect requests for guidance on future funding and concern for negative findings. Finally, they reflect that the Administration was aware of the lack of budget

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to cover the increasing demand of this program. The emails show that AD was dispatching calls to C1 as early as May 2, 2024.

### Videos

In the video reviewed at the Council Meeting on January 22, 2025, A1 was questioned about the handling and methods used. A1 stated that they were both City and temporary employees who were trained. In response to questions, A1 stated that the video reflected a “dry pick up” because the feces was frozen, and it would be improper to wet it. The OIG noted an employee spraying liquid onto the feces before they picked it up.

The OIG reviewed three (3) videos that appeared to support claims that City employees or temporary employees did not always wear proper protective equipment. The OIG received no evidence to support that C1 employees did not always wear PPE.

### Texts

The OIG reviewed screenshots of texts obtained from C1 between AD and C1 from May 1, 2024, and February 14, 2025.

Relevant texts are shown below:

*May 30, 2024*

AD told C1 to work directly with the manager of the property to get a contract for a cleaning schedule because there is a “continued problem at this location.”

*July 31, 2024*

AD sent text authorizing C1 “to provide weekly cleaning of fire station 5.”

*August 12, 2024*

AD told C1 not to touch the “encampment stuff”.

*August 13, 2024*

C1 asks AD if the city is “still paying for the weekly clean-up at fire station 5.”

*August 15, 2024*

C1 responded to a text from AD about C1’s processes, vendors, and suppliers with pictures of the vendor and the location for “dumping black water”.

*August 26, 2024*

AD texts C1 “just got a message from the mayors office. Can you have some one check out the corner of Central and Jefferson.”

AD sends another text saying “Please. Came from mayors off. Office.”

C1 responds with a text stating "Job already completed sir! We already removed the urine and feces. I'll send you're the work order here shortly.”

AD replies “Thank you”.

C1 replies “Glad to help. That’s what my team and I are here for. My technician was on site within 15 minutes of you letting me know. Whole job was completed within an hour of receiving request. Fast response!”

*August 30, 2024*

C1 asks AD for “any 311 requests so they can get done today so they don’t go pass through the weekend.”

AD replies “I sent some over. It’s crazy busy for me today and I don’t know why. Hoping it will slow down and I can get them out. I am free at 230. I’m hoping that I’m free. I will work on trying to get those over as soon as possible.”

C1 replies “No problem thank you very much for sending those over. My technicians are in route to get them completed today. I understand you are very busy so maybe we can meet sometime early next week and even if it works better for you we can meet after 5pm.”

AD replies “Yes let’s meet Tuesday for sure.”

*September 3, 2024*

C1 sends a text to AD saying, “thank you for taking the time to meet with me earlier today.”

AD replies “My pleasure. I greatly appreciate your guys very much.

C1 replies “Today wasn’t the news I expected but I’m going to be optimistic for tomorrow. Thank you for all your positive feedback earlier today. My team and I are on standby for you so if you need anything I’m just a call away. If you can please vouch for us tomorrow? I would greatly appreciate it.”

*September 20, 2024*

C1 sent a text with a copy of an email saying, “the minimum price per service from \$390.50 was reduced to \$295.50.”

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AD replies "Thank You".

*September 27, 2024*

AD says "Was hoping to see if you have an open crew to go check out the catwalk by del Norte High School. There's been a few reports about that."

C1 replies " Yes sir, I will send them over there right now."

AD replies "One second"

C1 replies "I can go do a pre-audit"

C1 asks AD "when can we get together? The PO is getting low. You had mentioned a few months back that you requested \$700k for this program? Is there going to be money allocated soon? Considering the PO is very low currently?"

AD replies "that was from a state grant. I haven't heard anything back. I have a meeting on Friday about the money. Should know more then."

C1 asked AD "Are you the one that put in the request for the state grant?"

AD replied "No. I just suggest. It's above my pay grade."

*October 4, 2024*

C1 asks "Did you have your meeting today? Regarding replenishing the PO?"

AD replies "Not yet".

C1 replied "It seems like a lot of requests have been coming in lately and I just wanna make sure we can continue smoothly to accommodate all these requests coming in from the residence"

AD replies "I completely understand."

C1 texted an email saying the PO had \$35,185.06 remaining and that weekly billings in July averaged \$11,500, weekly billings in August averaged \$16,500, weekly billings in September averaged \$10,500. The average projected estimated weekly billings are \$10,000-\$15,000 or \$40,000-\$60,000 per month."

AD replies "I want to make sure everyone is accommodated as well. I replied to it."

*October 17, 2024*

AD sends an email via text saying "This site was an email and the 311 reference number was not attached. When you invoice this you can put email complaint. Can you please check out these 2 addresses."

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*October 17, 2024*

C1 was inquiring about AD's "approval on 4 invoices so they can be submitted for payment."

*October 28, 2024*

C1 texts AD about "a City Department requesting a weekly cleaning."

AD responds with "The departments are able to reach out to you directly."

C1 responds "Are they allowed to use the same PO from environmental health?"

AD responds "they will be ready responsible for it. They would have to call in a 311."

C1 replies "So the only way other departments can use the PO from environmental health, is to call in a 311?"

AD replies "Yes. It will get sent over and we have to log it."

*November 12, 2024*

AD texts a pdf to C1 for clean-up at Palo Duro.

*December 11, 2024*

C1 sends text to AD attaching the text string referencing Palo Duro saying "Here's a request that you made directly to me via text message. Give me a call when you get a chance."

AD replies "Thank you. I remember the Palo Duro."

*December 12, 2024*

C1 texts AD saying "It's been very slow?? Are no 311 calls coming in."

AD replies "They have been slow. I am checking all the departments in a few. Give me a bit."

C1 replies "Ok.... So no 311 request for poop clean-up have come in??"

AD replies "I will let you know once I check the system."

*December 13, 2024*

C1 texts "Is there any 311 request for human waste today? Have any 311 request for huma waste come in this month?"

AD replies "Not at Office yet, Will look when I get in."

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C1 replies “I’ve had a couple of residents reach out to me stating that they have seen another team from solid waste doing the 311 human waste clean ups? Do you know anything about this? Can I please give you a call?”

AD replies “I know our SW team has encampment team that does cleaning after encampments. They have always don’t that from my understanding. Call me in about an hour. I should be good then.”

C1 replies “Has environmental health department routing all or most of 311 human waste cleanup request to that encampment cleanup team? Because we have not been receiving any and that’s unusual. Does this mean that C1 is no longer going to be receiving any 311 requests for human waste clean up from the residents?”

AD replies “Why wouldn’t you get any? I’m compiling your list now. You have received some.”

C1 replies “Yes, very little, but that encampment cleanup team from solid waste is responding to 311 requests from the residence that should be going to C1 right? Can I give you a ring to get some clarification?”

AD replies “Give me a bit. I’m on a zoom call and trying to get a few things done. Should be done soon.”

*December 16, 2024*

C1 texts AD “Is there ay 311s request from residence today?”

AD replies “I am off today and potentially tomorrow. When I get in I can let you know.”

C1 replied “Okay. My team and I will be on standby.”

AD replied “I went into my email and forwarded a couple over. When I get back to the office I will let you know.”

C1 replied “Also, my team and I were discussing the discrepancies that you had mentioned to us and we have identified exactly what is going on. Our work orders are 100% accurate however the technician has added a picture to some these work orders by accident fingering an additional picture that was from the previous work order. However, the other pictures on the work order are accurate, showing clearly accurate information. I will put it in an email and sent it over to you.”

*December 19, 2024*

C1 texts “Can I please schedule something to meet with you?”

AD replies “After Christmas might work.”

C1 replies “Please and thank you. I really would like to speak to you on what’s going on with the feature of C1? Did you receive my emails of concerns?”

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*December 20, 2024*

C1 texts “what’s up man? I work very hard for you, man always as your beck and call willing to help you out with anything at anytime. Can you please keep it strait with me? Let me know what’s going on so I’m not here wondering. So I can let my team know or if I have to layoff my team.”

*January 6, 2025*

C1 texts “I’m sure there’s a lot of 311 public request that have accumulated over the holidays. If you can please send me them. My team and I are on standby to get them done immediately.”

AD replies “Good morning and Happy New Year. I’m still out until mid-week.”

C1 replies “Can your assistant send us the work orders? I’m sure there is a lot that have accumulated just so we can get going on them.”

AD replies “They don’t have access. Sorry, I’m out with family in mountains.”

*January 8, 2025*

C1 texts “Are you back in the office today? Checking to see if how many 311s have accumulated? That we can service?”

AD replies “Checking to phone mail.”

*January 9, 2025*

C1 texts “Good morning AD, I just sent you an email. Can you please respond to it so I know what is going on? I had my employee on payroll for well over a month now and you have only given us a hand full of public 311s. This has been very depleting on my end as a small business owner. Do I need to layoff my technicians and my office staff? I have been waiting well over a month now, keeping my employees around waiting on you? Please let me know?”

*January 10, 2025*

C1 texts “It looks like you no longer want to work with me or communicate with me on what’s going on? I have kept my technicians and office staff on payroll this entire time waiting around for you, and this has been very depleting as a small business owner putting me in a situation where I may have to close the doors as a small business. This is pretty heartbreaking!”

AD replies “Not the case about not working with you. I am very busy catching up and trying to meet deadlines and deal with a lot of changes.”

C1 replies “Are all public 311 request now getting routed over to solid waste? Via temp temp agency hiring hub I was told by this crew hub, instead of C1, the Contractor? I was told by this crew directly they told me they are responding to all public 311 request sent from environmental health department and are falling very behind because they can’t keep up because that equipment

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keeps breaking down/freezing up, this equipment is absolutely not designed for this type of clean up FYI the city Council know about this? FYI, a lot of residents are complaint about this crew responding to the public 311 requests. I've got many complaints from city residence about this crew that is not responding to all the public 311 requests. This has been going on for well over a month now, right?"

*January 10, 2025*

C1 texts "I have gone above and beyond bent over backwards at your back and call for anything that you needed or wanted. I have been waiting around for over a month trying to keep my team together on payroll so we could be available for 311s this has been very depleting financially, and and I have spent everything on my equipment insurance, etc. to accommodate this program. This puts me in a bad spot as a small business owner on the verge of closing our doors. I wish you could've just told me a long time ago what was going on so that way I didn't have to keep my technicians and office staff on payroll waiting around on you and don't have to be bothering you asking over and over... what's going on? This is pretty heartbreaking man!"

*January 14, 2025*

C1 texts "Any public 311 available we can service?"

AD replies "Let me see what's available. I have time opening soon. Let's see if we can connect."

C1 replies "Ok, thank you for getting back to me. Just let me what works for you and I'll be there."

*January 17, 2025*

C1 texts "Morning AD, any public 311s available?"

AD replies "Haven't had a chance to check. Will check when I get to the office."

C1 replied "Ok thanks. A member from City Council reached out to me asking what's going on? And they are hearing that 311 is telling people that they are no longer sending my team out to service the public 311 for human clean up. What should I tell them? How do you want me to respond?"

AD replies "Tell them They will have to send the inquiry to government affairs."

C1 replies "Ok, copy that."

*January 21, 2025*

C1 texts "Morning AD, do you have any 311s you can send us today/this week? My team and I will greatly appreciate it."

*January 22, 2025*

C1 texts “Morning AD, my team and I are on standby if you have any 311s that need to be serviced??”

AD replies “Let me check. I’m not in the office today.”

*January 22, 2025*

C1 texts “Hey AD, were you able to check for any 311 we can service? I also want to see if I can set up a time to meet with you??”

*January 24, 2025*

C1 texts “Morning AD, do you have any 311s for us today? Please keep in mind, my technicians and my team are happy to work Saturdays and Sundays to get any 311s done, at no additional charge. My team and I will be on standby. Just let me know.”

*January 24, 2025*

A text marked undelivered from C1 said “I would like to get together with you on Monday, Tuesday, if your available?”

AD replied “OK. Later in the week might work best.”

*January 27, 2025*

C1 texted “Good morning AD, any 311s you can please send our way.”

*January 28, 2025*

C1 texted “Hello AD, do you have any 311s that we can get done today? Please and thank you.”

AD replied, “Will check when return back to office?”

C1 replies “Ok, sounds good. We all appreciate it.”

*January 29, 2025*

C1 texted “Morning AD, do you have any 311s that we can et done today? Thank you for the 311. Do you have time to meet with me tomorrow or Friday?”

AD replies “Friday afternoon might work.”

C1 replied, “OK, sounds good.”

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*January 31, 2025*

C1 texted “Morning AD, are you still good to meet this afternoon?”

*February 3, 2025*

C1 texted “Morning AD, do you have any 311s you can send us?”

*February 4, 2025*

C1 texted Good afternoon AD, Any 311s you can send us?

AD replies “Will see what’s available When I get back.”

C1 replies “Ok thank you.”

*February 5, 2025*

C1 texted “Good morning AD, Do you have any 311s we can please service?”

*February 6, 2025*

C1 texted “Good morning AD, do you have any public 311s you can send us. Please and thank you!”

*February 7, 2025*

AD replies “Will see what’s available when I get a chance.”

C1 replied “Thank you! My team and I will be on standby.”

*February 10, 2025*

C1 replied “Good morning AD, do you have any public 311s you can send us. Please and thank you!”

AD replies “Was out yesterday. Will see what today has when I get a chance.”

C1 replies “My team and I will be on standby.”

*February 11, 2025*

C1 texted “Good morning, AD, Do you have any public 311s today you can send us. Please and thank you! My team and I don’t mind working weekends and on Monday for the holiday. We will not charge anything extra will continue to charge the minimal standard charge.”

AD replies “Will check soon.”

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C1 replies “OK thank you. I’m still waiting on you to meet with me?? I have a lot of things that I wanted to run by you and bring to your attention.”

*February 14, 2025*

C1 texted Any 311s? Are you still checking?”

The OIG found that the texts revealed AD was dispatching calls via text messages to C1 as early as May 30, 2024. The texts between AD and C1 shared letters from constituents and City Councilors expressing their gratitude for the services performed by C1. The texts revealed that C1 was eager to meet with AD and share C1’s presentation on their program. The texts showed that C1 made thirty (30) requests to meet with AD and the OIG was only able to identify one (1) meeting that took place between C1 and AD on September 3, 2024. The texts showed that AD was evasive, non-committal, and at times unresponsive to C1’s requests. The OIG found periods where AD did not respond at all to C1, with the longest periods occurring between October 16, 2024, and October 28, 2024, and again between December 19, 2024, and January 6, 2025.

311 Calls

The OIG requested and reviewed a list of 311 calls identified as human feces/waste related, between February 21, 2024, and February 6, 2025, noting two thousand seven hundred twenty-one (2,721) complaints received were related to requests for the clean-up of human feces. The OIG created a schedule of complaints dispatched to C1 and received via 311, noting that C1 serviced eight hundred eighty (880) locations. 311 logs show that City departments were dispatched to service the remaining one thousand eight hundred forty-one (1,841) complaints. The OIG is unclear about which specific department, if any, may have addressed these complaints.

The OIG’s schedule of 311 calls relating to the clean-up of human feces for the period February 21, 2024, to February 6, 2025, is reflected below:

Month	# 311 Calls	C1 serviced	City Depts
Feb-24	48	0	48
Mar-24	72	0	72
Apr-24	150	30	120
May-24	226	85	141
Jun-24	219	78	141
Jul-24	275	90	185
Aug-24	305	136	169
Sep-24	325	120	205
Oct-24	316	170	146
Nov-24	217	112	105
Dec-24	277	50	227
Jan-25	241	8	233
Feb-25	50	1	49
	<b>2721</b>	<b>880</b>	<b>1841</b>

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The OIG reviewed invoices paid to C1 noting that the last payment was for an invoice dated January 16, 2025. The OIG contacted C1 to ask why they were no longer performing services under the contract, and was advised that the City has reduced the number of calls sent to C1 because the City is using the SWD to perform the disposal of human feces around the City. The OIG noted that having the SWD conduct these services does not conform with R 24-3 as approved by the City Council directing the City's EHD to engage with and supervise a contractor who specializes in removing and disposing of potentially hazardous material; directing the contractor to clean up human feces on both public and private property; coordinate with 311 to create a mechanism through which residents can report human feces and the contractor can then be dispatched to the location, and in conjunction with the contractor, track where human feces is found and the number of instances the contractor cleans up such waste.

### Interviews/Inquiries

The OIG considered testimony from interviews in conjunction with evidence provided to refute or support the statements made.

#### *AD Inquiry/Interview*

AD started with the City's EHD in April 2024 with responsibilities over the Environmental Science Division (ESD) and the Air Quality Division (AQD). AD was promoted within EHD in July 2024 after the former Deputy Director retired.

AD stated ESD dealt with the contract for the clean-up and disposal of human feces. AD said the clean-up and disposal of human feces program was created by Council Resolution. AD said the contract originated in the Consumer Health Division (CHD) with the ESD administering the project. According to AD, the contract for the program for one hundred thousand dollars (\$100,000.00) was funded through fund 110 in the CHD.

AD shared they handle budgeting, standard operating procedures, ensuring protocols are followed, meetings, resources, training, the Air Quality Board, overseeing Inspectors in the field, and going out with the team to look at dynamics.

According to AD, they began working with the contract in May 2024. Before AD took over the administration of the program, the former ESD Manager administered the contract until the end of May 2024. AD said that the former ESD Manager was not managing the contract correctly. AD said that the former ESD Manager was allowing the money to be spent on things not included in the contract, saying it was an abuse of funds. AD said that the ESD Manager dispatched 311 calls for service weekly instead of daily. AD said the former ESD Manager was dispatching all 311 calls on human feces to C1. AD said that the former ESD Manager told AD there was not enough money for the services under the purchase order and that the former ESD Manager put a hold on dispatching the calls.

AD said the former fiscal manager would not let AD see the budget. AD said they went to D1, who told the former fiscal manager to share the budget and walk AD through the budget. AD said that the former fiscal manager did not share the budget after being advised to by D1. According to AD, AD sent emails to the former fiscal manager to obtain the financial status of the project.

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According to AD, SWD and EHD shared the contract, with ESD administering the contract. AD further stated both EHD and SWD had financial components of the contract, but said that this predated AD's time with the City.

AD said that EHD should have overseen the administration of the contract per the City Council Resolution. AD was not sure how SWD became involved but thought the contract was set up to be funded by both through the City Council.

AD believes the contract was awarded in March 2024 with services beginning in April 2024. AD did not know if the project went through the bid process in March 2024.

AD said that C1 was hired before AD's arrival.

AD could not accurately provide the number of 311 calls that were dispatched to C1 in the spring of 2024 but said that as of February 5, 2025, it is about fifteen (15) calls per week.

AD said that the City does not send contractors to encampments because of health safety risks. AD said SWD previously cleaned the encampments, using the aid of the Albuquerque Police Department, due to physical and safety risks. AD said that the City has a trained encampment crew.

AD explained to the former ESD Manager that the City has multiple in-house teams to help clean up. The Parks and Recreation Department (PRD) handles picking up needles, and SWD oversees encampment clean-up. AD advised the former ESD Manager that ESD was not going to pay C1 for those services.

The OIG requested AD provide policies on how to bifurcate the different services that could be addressed at a clean-up call, and AD said there is no policy.

AD said that the former ESD Manager would have C1 pick up encampments, doing more than what was in the scope of the contract. AD said AD advised C1 to call the City if there were needles or an encampment at the location of a dispatched call. AD told the former ESD Manager to have C1 stay within the scope of services. AD said that the former ESD Manager became "disagreeable". AD told the former ESD manager to email C1 and advise C1 not to go outside the scope of the contract or C1 would not get paid.

AD did not know if the project was to continue into perpetuity. AD said there was a first allocation of one hundred thousand dollars (\$100,000) for fiscal year 2024, which was done as a Pilot Program. AD said a second allocation of two hundred thousand dollars (\$200,000) was granted for fiscal year 2025. AD did not know how the money was funded, but said that an appropriation from the City Council was added to the budget.

AD did not know the amount of the original purchase order. AD did not know if the purchase order was amended.

AD said the former ESD Manager told AD, in email and in person, that C1 was spending twenty thousand dollars (\$20,000) per week, which AD said was inaccurate. AD said there was money available on the purchase order.

AD advised the former ESD Manager that services could not be interrupted and that AD would address the issue when the purchase order ran out. AD told the former ESD Manager that the program had to continue. AD said constituents were calling City Councilors and other Deputy Directors were getting calls too. AD wanted to make sure funds were available. According to AD, AD verified the budget and was informed by a fiscal employee that other funds could be reallocated for the human feces project.

AD said that AD was never made aware that the contract would be exceeded.

AD said that between March and May 2024, AD was not notified of violations related to the department's purchasing.

AD said that DD1 would have more information because DD1 had approval authority over the contract for the clean-up and disposal of human feces.

AD said that AD did not receive purchasing or budget training upon assuming the position with the City, however, AD did receive purchasing and budget training within the last six months from a fiscal employee and the new fiscal manager.

AD acknowledged telling C1 to continue to provide services but did not recall discussing a revised purchase order. AD said that AD met with C1, maybe twice. AD said that C1 came into AD's office twice. AD said the meetings occurred in the summer and were to get to know each other. AD said they discussed C1's business plan and financial pieces. AD said there was a scheduled meeting between the two but could not recall who made the appointment. AD said that C1 brought in a manager, and they reviewed what they were doing and discussed how C1's manager specialized in personal protective equipment (PPE). AD said the conversation was "general and nothing deep".

AD said AD conducted an audit of the contract and work order process and said that deficiencies were found with address locations and photographs provided by C1 and in calls dispatched and those invoiced.

For fiscal year 2025, AD knew the contract would exceed the budget, but because the Council had committed to the project, ESD had to continue services. AD said that the fiscal manager reallocated monies from other budget items to cover this project.

AD said that the City has spent approximately three hundred seventy thousand dollars (\$370,000) on this project since its start and two hundred seventy thousand dollars (\$270,000) as of February 5, 2025, for fiscal year 2025.

AD conducted a projection based on the fiscal year 2024 and calculated a projected cost of seven hundred fifty thousand dollars (\$750,000) for the fiscal year 2025. AD said C1 told AD it would cost between forty thousand dollars (\$40,000) and sixty thousand dollars (\$60,000) per month

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based on estimates received from C1. AD said that this was not sustainable and after a discussion with D1, Administrators, and other Deputy Directors, a decision was made to prepare a presentation on cost mitigation.

The OIG asked which Administrators and Deputy Directors were involved in the discussion, to which AD replied, "Let's leave them out of it". The OIG provided specific names of administrators and asked AD if they took part in the discussions, but AD did not respond directly. AD later acknowledged that A1 came in at the back end of the conversation.

According to AD, C1 and AD met the day before the Council meeting and AD talked to C1 about lowering their costs. AD said that C1 replied that "he had friends on Council". The OIG asked AD what he meant by that, and AD said he did not know but thought C1 was referring to CC4. AD advised C1 that the city was bringing the project in-house because the costs needed to be mitigated because they were too expensive to support. AD asked that C1 bill appropriately (reduce the time per call). AD said that C1 charged \$295 per hour even if the service call only takes half an hour. The OIG asked the AD if the time per call was specified in the contract and AD was not sure. AD said the City wanted to bring the project in-house or work in tandem because it was getting expensive.

AD said that C1 was present at the September 4, 2024, Council Meeting although C1 was not scheduled to present.

AD presented the proposal at the Council Meeting held on September 4, 2024. AD said there was no discussion about increasing the appropriations for the project. AD said that the presentation was to bring the project in-house and the presentation was not to ask for money. AD said the proposal was meant to show how the City could save money on this project by offering three options. AD commented that "he got beat up in the Council Meeting".

AD said that the City Council allowed C1 to introduce C1's business and explain the processes and methods used in the disposal of human feces.

AD said that SWD has been doing encampment clean-up which included biohazardous waste and that SWD has a good training program that follows OSHA guidelines, requires PPE, and ensures that employees are properly inoculated. The OIG asked AD if this was the case, then why did the City Council pass a resolution to bring in a contractor? AD did not know why.

AD said that there was a 311 backlog in October 2024 and that AD noticed C1 was falling behind. The OIG asked the AD how this was determined and the AD said that the city could not track the calls once they were dispatched, so the AD reviewed the work order date and the distribution date and discrepancies were revealed. AD said there were also discrepancies with geocoding on the photos provided by C1. AD stated that Council Members expressed that these calls were not being addressed. AD said that morning referrals should be done that day and that afternoon referrals should be done the next day.

The OIG asked if the City had ever expressed dissatisfaction over the project with C1 and AD said no, they were not dissatisfied, it just came down to money and whether it could be sustained.

AD said that the City created an in-house team in November 2024 and C1 was only used for overflow. AD said that C1 was notified in late November or early December of the change and that C1 was “sour”. AD said that C1 would continue to get bus stops, Fire Station 5, and that AD gave C1 the low-priority areas. AD said that AD controlled the jobs distributed to C1 thereby controlling the costs. AD managed monitoring the services, and contract beginning in July 2024.

AD acknowledged talking to C1 on the phone but said there was no time to meet with C1.

AD said that AQD and ESD are understaffed requiring more of AD’s time in the office.

AD said that C1 only watches a video to get certified.

AD claimed that 311 calls have reduced dramatically since the City took over and instituted routine inspections in high-activity areas. AD said that the 311 calls were down by 70% to about 30-40 calls per month.

AD believes ESD is within budget for fiscal year 2025 but could not say on the fiscal year 2024 budget. AD said the City wants to reduce the costs of the program to ensure they stay within the confines of the budget.

AD said that the City is currently referring about 2-3 calls per week to C1.

AD said that AD felt targeted and discriminated against by the former fiscal manager for not providing the requested information, so this was escalated to HR, and AD had talked to the Administrators about the issue.

AD was not sure about the reduction of \$55,000 in the fiscal year 2024 purchase order.

AD said that C1 does not always wear proper PPE.

AD said more monies were added to the purchase order before services were performed.

AD said that both AD and D1 only received limited information because they were new.

AD stated AD now knows more about the fiscal year 2025 billing.

The OIG offered the AD the opportunity to provide any supporting documentation that the AD felt would be relevant to this matter.

The AD provided the OIG with two (2) Letters of Instruction and a draft of a pre-det hearing notification for the former ESD Manager. The OIG discovered that the pre-det hearing never occurred because the ESD Manager resigned. The OIG reviewed the Letters of Instruction noting that the first Letter of Instruction, issued on May 20, 2024, was unsigned. The letter indicated that AD gave the former ESD Manager a directive to continue dispatching 311 calls to C1 for service after being notified by the former ESD Manager that the funding was running low. AD stated that AD would worry about the budget. The letter states that the former ESD Manager resisted dispatching the calls. The second Letter of Instruction, issued on August 15, 2024, indicated that

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the former ESD Manager was visiting DD1 at the Downtown Office for multiple hours discussing business matters to which AD informed the former ESD Manager that they did not report to DD1 and that any discussion should include AD. The OIG noted that both letters outlined AD's expectations for the former ESD Manager.

### *C1 Inquiry/Interview*

The OIG interviewed C1 who acknowledged aggressively pursuing business with the City. C1 stated they sent proposals and bids and were awarded two (2) separate contracts with the City. One was with EHD to clean-up and dispose of human feces and the other was with SWD for shopping cart retrieval. C1 stated that the original contract of one hundred thousand dollars (\$100,000) was intended for biohazard clean-up after encampments. Upon being awarded the contract, C1 invested in more staff, training, and personal protective equipment (PPE).

C1 stated the former ESD Manager reached out and introduced themselves as the person overseeing the contract for the clean-up and disposal of human feces. The former ESD Manager explained that requests for clean-up would filter through 311. C1 stated that the former ESD Manager accompanied C1 on various calls to see the process and took pictures and notes as documentation. C1 stated that at the beginning of the program, it was difficult to track email referrals from the EHD so C1 created a digital work order to be completed by EHD to start the notification process to C1. Initially, the former ESD Manager would send a batch of bulk work orders every Friday so C1 could schedule the work for the upcoming week. C1 stated that the former ESD Manager was very communicative, regularly checked in with C1, and helped watch the purchase order. C1 also checked the purchase order as required by the contract. C1 stated that at the beginning of the contract, the call volume was depleting the purchase order quickly. C1 stated that C1 was servicing calls totaling approximately fifteen thousand dollars (\$15,000) per week.

C1 stated that City Purchasing emailed a revised purchase order reducing the purchase order down to forty-five thousand dollars (\$45,000).

C1 stated that SWD believed the purchase order for one hundred thousand dollars (\$100,000) should be administered by SWD.

C1 stated that in a conversation with the former ESD Manager, it was explained that the purchase order was reduced because SWD took the difference on the purchase order. C1 said they were not told why there was a reduction and C1 said they did not know why. The former ESD Manager told C1 that the former ESD Manager would talk to Administration/whoever to replenish the purchase order. C1 then received an amended purchase order adding back twenty thousand dollars (\$20,000), increasing the purchase order to sixty-five thousand dollars (\$65,000).

Per C1 the original bid was based on a minimum service call of one (1) hour. C1 stated that they lowered the price of services based on having historical data to evaluate. C1 said that the pricing was reduced due to C1 lowering the minimum call service to half an hour (.50).

C1 stated that the former ESD Manager said that the Administration and their boss were giving the former ESD Manager "a hard time" and not providing the funding for the contract.

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C1 stated that they sent a proposal for the request for bid for the fiscal year 2025 clean up and disposal of human feces contract and that C1 was awarded the new contract based on the price per job. C1 stated that AD never approached C1 about lowering their rates but rather that C1 made the proposed price cut to the City.

C1 said they received a random call from AD in May 2024 saying that AD was taking over the project and AD would be the new point of contact, making it clear to C1, not to talk to the former ESD Manager.

C1 contacted the former ESD Manager who advised C1 that the Administration was bullying him.

C1 stated that they stopped work at the beginning of June 2024 because there was no more money available on the purchase order and they feared not getting paid by the city.

C1 said that AD told them to continue servicing the calls without having funding on the purchase order and that AD would take care of the purchase order.

C1 stated that at the request of AD, they resumed servicing the calls for 2-3 weeks without a purchase order. C1 stated that AD specifically asked them to hold invoice 112 until a purchase order was issued. C1 said when a new purchase order was issued on July 9, 2024, AD asked C1 to change the date on the invoice and AD would send it for payment.

C1 stated that services performed in June 2024 were reflected on invoices 111, 112, and 113.

C1 stated that AD would telephone in calls without a work order reference from 311, giving a personal directive that did not follow the work order protocol. C1 stated that AD once called at 9:30 pm to move priorities for biohazard services telling C1 "this came from the Mayor's Office."

C1 said that AD told C1 that AD was a PhD, and that AD was going to help C1 expand their business. C1 stated that based on the workload and the promises of AD, C1 purchased more equipment and supplies. C1 stated that AD wrote a letter of recommendation for C1.

C1 and a C1 employee met with AD to show AD their proposal and business practices. During this meeting, AD advised C1 that the City was working on a grant for \$700,000 from the State of New Mexico. C1 stated AD showed interest and was asking for information about the disposal cost, process, model, charges, products, and outside services uses. AD requested a copy of C1's presentation materials but C1 did not leave them with AD.

C1 stated that AD's communication ceased except for emails with work orders after the meeting. C1 stated that they grew concerned with the lack of communication and showed up at AD's office on September 3, 2024. C1 said AD advised C1 that the City is looking at different options saying that pricing is an issue.

On September 4, 2024, AD and SWD presented to the City Council proposing to make the disposal of human feces program a function of the City. C1 was surprised to learn that the City was proposing to internalize the program.

C1 stated that City Councilors allowed C1 time to present their proposal. C1 stated that AD called C1 at around 8:00 pm the night of the City Council Meeting, saying he was “shell shocked” that C1 was there at the Council Meeting and presented their proposal. During that telephone call, AD said “Why didn’t you say E3 was messing with the contract.” C1 said they did not know what AD meant with the comment ‘messing with the contract’.

C1 explained that E3 and C1 did not have a great relationship based on the shopping cart retrieval contract. C1 said E3 told C1 they were not picking up enough carts. E3 said his guy picked up one hundred (100) carts a week. C1 stated that this was not likely. C1 stated that hundreds of carts from one local business were in the City impound and that their legal team was getting involved. E3 released approximately four hundred carts for the business to C1 and told C1 “not to say anything” and to “tell the business to get their legal team out of it”. According to C1, SWD cancelled the contract citing convenience as the reason. The contract for shopping cart retrieval was canceled after C1 told a local business that the City’s SWD was crushing shopping carts instead of returning them to the businesses. E3 told C1 “You messed up”, “You’re done”, and “You’re a conflict of interest”. C1 thinks that E3 influenced AD to bring the disposal of human feces project under the SWD.

According to C1, there was a meeting with a councilor over Zoom after the Council meeting on September 4, 2024. C1 stated that while servicing one business location, a person approached C1 complimenting their work and professionalism, and asked questions about the process and equipment. The person named themselves as the business owner and a City Council Member. On a separate occasion, a Council Member, who had previously observed C1’s services within their district, called C1 to see why they were no longer cleaning human feces. C1 told the Councilor that C1 had been advised that C1 was on standby. C1 acknowledged speaking to three (3) Councilors separately but stated that they had not met any of the City Councilors previously and did not know them personally or have any relationship with them.

C1 stated that SWD never had equipment for biohazard clean-up. C1 stated that their employees had OSHA and Department of Transportation (DOT) hazmat certifications in blood-borne pathogens, closed transportation, fit checks on respirators, hepatitis vaccines (if accepted by the employee), and internal training.

C1 expressed concern about the health of both the City and temporary employees and community members and was enthusiastic about safety and proper mitigation. C1 stated that they met the requirements for biohazard waste, including safety data sheets (SDS), and even provided the OIG with a link to C1’s SDS.

C1 saw City employees cleaning feces at a bus stop and took a video. C1 engaged in conversation with the employees who were wearing “bunny suits”. C1 stated that the employees had masks on but were not wearing them properly while using what C1 said was bleach and water to clean the area. The OIG reviewed the video footage, noting that the City employees were not wearing the masks over their noses and that one City employee did not appear to be wearing gloves while the other wore what appeared to be leather gloves.

C1 said an unnamed City employee informed C1 that the City could not use C1 because the City is using temporary employees from [REDACTED], a temporary agency. The OIG requested the total

expense relating to EHD bringing the clean-up and disposal of human waste in-house and AD provided the following response:

*Good afternoon,*

*My apologies, I sent over the estimated cost/budget. Here is the actual cost. This is also how I receive my information. My fiscal manager sends it over broken down this way.*

<b>VENDOR_NAME</b>	<b>Sum of MONETARY_AMOUNT</b>
<b>KEEDA INC</b>	<b>31,772.45</b>
<b>PPE for Keeda</b>	<b>1,000.30</b>
<b>Equipment for Keeda</b>	<b>33,091.09</b>
	<b>65,863.84</b>

In February 2025, the OIG searched the PeopleSoft system for the vendor and found they are doing business as another name. The OIG also noted that no invoices or payments had been processed for the vendor since August 21, 2023.

C1 stated that they have never fallen behind on work orders. C1 stated they have not delayed in initiating work orders. C1 maintains that they respond to calls within the time allowed within the contract. C1 stated that AD had previously sent work orders that were two weeks old. This practice created an issue as C1 was sending employees out to the location and there was no evidence of the biohazard waste. AD and C1 agreed that a minimum charge of \$90.00 would be charged in such instances. C1 stated that they expanded their work to include weekends to accommodate the work orders sent late on Fridays. C1 stated that AD consistently sends work orders to C1 late in the day.

C1 stated that AD is delaying approving payments on invoices by weeks which causes a delay in the accounts payable processing. C1 provided an email reflecting the delays in processing due to AD not promptly approving payments.

According to C1, AD made C1 categorically separate City properties and personal residences. AD advised C1 that feces clean-up was to be authorized by purchase orders created by each department. AD would select when and what properties C1 was to clean up. C1 stated that AD agreed to allow Fire Station 5 to be cleaned weekly. Later AD said that the Fire Department would need to issue a purchase order from its department. According to C1, Fire Station 5 was going to get a purchase order. As of the interview date, no purchase order has been created to clean the Fire Station.

C1 stated that in December 2024, AD contacted C1 and said AD was conducting an audit of the work orders, and that AD had found discrepancies. AD accused C1 of servicing locations not dispatched or that did not have a 311 reference. AD then asked C1 to resubmit all work orders that had been previously sent in before December 2024. C1 asked AD about the discrepancies and was able to provide AD with explanations and documentation to refute AD's accusations.

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C1 stated that barely any work was sent to C1 in December 2024 and January 2025. C1 called AD to ask why there was a drop in the volume and AD said it was based on an evaluation of the program without other explanation. C1 stated that the calls have been reduced to about one per month.

C1 said they did not know when the City internalized the program.

C1 said the ABQ Journal published a story about the program on 11/3/2024.

C1 stated that they contacted the Mayor's Office but got no response.

C1 stated that they have had to lay off staff due to the decline in work.

C1 stated that AD never accompanied C1 on any service calls and never watched their processes.

C1 stated that their inquiries are now being directed to government affairs.

C1 stated that they have been treated extremely unethically. C1 said they were misled, and the City took their business model with AD getting information about their processes. C1 stated that they feel A1 wants C1 out. C1 believes the City is retaliating against them, for their presentation to the City Council, by not sending them 311 calls for the clean-up and disposal of human feces.

C1 stated that AD ignored requests for meetings and was not very communicative.

C1 said that the program was overseen by the former ESD Manager before AD took over in May 2024. C1 stated that the former ESD Manager was great to work with. C1 said that the former ESD Manager "went to bat" for C1 and then the City removed the former ESD Manager from the project. C1 stated that AD did not make the time to meet or have a phone meeting. C1 got the impression AD was "too busy".

C1 stated that AD nor Administration had ever expressed dissatisfaction with C1's work. C1 said that C1 had only received praise for their work.

C1 does not understand why the City would issue and award a bid for the clean-up and disposal of human feces only to stop C1 from doing the work.

### *CC1 Inquiry/Interview*

The OIG interviewed a City Councilor (CC1) who said the City Council passed R 24-3 on February 21, 2024. According to CC1, the signing Official (O2) did not sign the resolution. However, under administrative procedures, R 24-3 was published and became effective on February 29, 2024. CC1 stated the original appropriation of one hundred thousand dollars (\$100,000) was for two to three (2-3) months of services. CC1 said there was clear intent that the program would be fully funded in fiscal year 2025 for approximately four hundred thousand dollars (\$400,000). CC1 stated this project was not a pilot project. This project was to be administered by EHD due to concerns over blood-borne pathogens and potential diseases specifically excluding SWD. CC1 stated that EHD leadership has been evasive when asked for details about the program and its operations. CC1 did

not know C1 before the start of the program and does not have any relationship with C1. After the January 22, 2025, Council meeting, CC1 was advised, by the Administration, that the 311 calls for human waste on private property are being routed to C1 and that SWD takes care of the rest of the human waste calls. CC1 stated that the City has trained all employees on the proper handling of human waste and that they have purchased personal protective equipment (PPE) but did not provide any evidence.

#### *CC2 Inquiry/Interview*

The OIG interviewed a City Councilor (CC2) who said that the City Council passed a resolution for the disposal of human feces and appropriated monies to EHD for the remainder of the fiscal year 2024 to operate the program with the expectation that funding would be solidified in EHD's fiscal year 2025 budget. CC2 said that this program was not intended to be a pilot program. CC2 said that Council approval of a resolution change would have been necessary. CC2 said that the Administration moved it to SWD without bringing the matter to the City Council. CC2 stated that the Administration thought it would be cheaper in-house. CC2 said that the City has hired temporary employees to perform this work. CC2 stated that C1 reached out but that CC2 did not speak to C1. CC2 stated that CC2 does not know C1. CC2 became more involved when constituents began calling saying it was taking a long time for the City to respond to their requests for clean-up of human waste. After the January 22, 2025, Council Meeting, CC2 met with A1 to review the City's program and processes. CC2 stated that although SWD is doing its due diligence, CC2 is not satisfied that the City is not following the resolution.

#### *CC3 Inquiry/Interview*

The OIG interviewed a City Councilor (CC3) who was aware that the City Council passed a resolution for the disposal of human feces. CC3 stated that the Administration wanted to bring the program in-house. CC3 said the City Council did not want the City to bring the program in-house because of a lack of policies for the program. CC3 understood that the program was not meant to be permanent but it was open-ended to assess the need for such a program. CC3 did not know C1 but was interested in the program. CC3 stated that the City staff were not helpful with providing data on the program. CC3 asked C1 to see their work in action. CC3 was satisfied with C1's process, stating that it was educational and that CC3 was impressed. CC3 learned that human waste is a biohazard that requires proper handling with PPE, other equipment, and containment. CC3 stated that C1 was very helpful. CC3 said a lot of constituents were calling about delays and lack of clean-up of human waste. CC3 inquired and learned that the City is using a temporary agency and not passing the calls to C1.

#### *CC4 Inquiry/Interview*

The OIG interviewed a City Councilor (CC4) about their knowledge of the contract for the disposal of human waste. CC4 stated that the City Council passed a resolution to hire a contractor to dispose of human waste in early 2024 that was renewed for fiscal year 2025. CC4 stated that the program was being overseen by AD but was unaware of who oversaw the program before AD. In the summer of 2024, CC4 called 311 for feces clean-up and C1 responded. CC4 engaged in a discussion with C1 about the program and equipment. CC4 stated that C1 was professional and did a great job disposing of the human waste. CC4 stated that C1 contacted CC4 about the program

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in early September 2024 because C1 had learned that AD was planning to present at the City Council. In late 2024, C1 contacted CC4 about the City messing with C1's contract by reducing the calls and impacting his business. CC4 feels that C1 is being retaliated against and stated that the Administration is being underhanded.

### *E1 Inquiry/Interview*

The OIG interviewed a City employee (E1) about their knowledge of this program, and the OIG was advised that several employees expressed concerns about insufficient funding authorization. E1 stated the concerns are relayed in emails. E1 stated that AD took over the project from the former ESD Manager because the former ESD Manager raised concerns about dispatching calls to C1 without adequate funding on the purchase order. E1 revealed the former ESD Manager ended their employment in September 2024 due to AD's actions on this program.

### *E2 Inquiry*

The OIG inquired and requested documents from E2. E2 provided documentation reflecting the invoices incurred exceeded the purchase order for the disposal of human feces contract.

### **Conclusion:**

The evidence obtained during the investigation is sufficient to substantiate the allegation that AD directed employees to send work to the contractor despite having inadequate funding on the approved purchase order resulting in EHD overspending purchase orders by twenty-nine thousand six hundred seventy-two dollars and seventeen cents (\$29,672.17) between June 18, 2024, and July 8, 2024, thus violating Article 5 Public Purchases by not having an approved purchase order before services are performed.

The OIG considered whether AD abused their position through the use of influence to gain proprietary business information from C1 that was allegedly used to start a program division within the City. While AD did obtain business information from C1, C1 was willing to share certain information with City representatives. Additionally, the investigation revealed significant differences in the methods used by C1 compared to those used by EHD/SWD.

The City's 311 call logs and the invoices provided by C1 revealed a significant reduction in the number of calls dispatched to C1. The OIG considered that the increase in the unhoused population and diminished availability of public restrooms resulted in the City implementing a program to clean up and dispose of infectious waste, human feces, and potentially infectious waste making the City the major customer. The evidence showed AD did tell C1 to obtain an individual contract with one (1) property owner, however, one (1) contract would not make up for reductions in the number of calls dispatched to C1 under the contract. Based on the evidence reviewed by the OIG, the reduced number of calls dispatched resulted in less revenue to C1, ultimately leading to C1 laying off and reducing the hours of its employees.

The evidence obtained during the investigation is sufficient to substantiate the allegation that EHD took actions in contrast to the resolution approved by the City Council by taking over the service and hiring temporary employees to clean up and dispose of infectious waste, human feces, and

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potentially infectious waste through the Solid Waste Department (SWD). The action taken by the City to bring the services in house resulted in significantly fewer calls dispatched to C1, which resulted in C1 laying off two of its employees as of February 2025.

The evidence obtained during the investigation does not substantiate the allegation of misuse of position by some City Councilors as no previous or personal relationship between Councilors and the contractor could be identified.

## FINDING AND RECOMMENDATION

### **Allegation 1:**

The complaint alleges that the Environmental Health Department (EHD) Associate Director (AD) directed employees to send requests for human feces disposal work to the contractor (C1). The complaint states that sending the work to the contractor would put the burden on C1 to hold up a high-priority project if C1 was not getting paid.

### **Finding:**

Condition: AD directed employees to send work to the contractor despite having inadequate funding on the approved purchase orders resulting in EHD overspending the purchase orders by twenty-nine thousand six hundred seventy-two dollars and seventeen cents (\$29,672.17) between June 18, 2024, and July 8, 2024, thus violating Article 5 Public Purchases by not having an approved purchase order before services are performed.

Criteria: 301 Code of Conduct and Purchasing Policy

#### 301.1 Duty to the Public (March 5, 2005)

The City of Albuquerque is a public service institution. In carrying out their assigned duties and responsibilities, employees must always remember their first obligation is to the general public's safety and well-being. This obligation must be carried out within the framework of federal, state and local laws.

Employees shall serve the public with respect, concern, courtesy and responsiveness, recognizing service to the public is the reason for their employment. Telephone calls, correspondence or other communications should be answered promptly or referred to appropriate individuals for timely action.

It is recognized it is not always possible to fulfill all of the requests of the general public, however, employees are required to handle all requests and inquiries courteously, fairly, impartially, efficiently and effectively.

#### 301.2 Professional Excellence

Employees are encouraged to strive for personal and professional excellence as a means of keeping current on relevant issues and administering the public's business with professional competence, efficiency and effectiveness.

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### 301.3 Standards of Conduct

Employees shall in all instances maintain their conduct at the highest personal and professional standards in order to promote public confidence and trust in the City and public institutions and in a manner that merits the respect and cooperation of co-workers and the community.

Employees shall not use insulting, abusive or offensive language or actions toward the public or co-workers. Ethnic or sexist jokes, slurs and other comments or actions that might embarrass or offend others are prohibited. Employees shall not harass others by making sexual advances or by creating an intimidating or offensive working environment or by making false accusations regarding such conduct. Display of visual materials that may be sexually or racially offensive is also prohibited.

Employees shall not have in their possession during assigned work hours, including lunch periods, in any facility, vehicle or work site, illegal drugs, alcohol, drug paraphernalia, weapons or explosives, unless directly related to their city responsibilities. Additionally, employees may not use any product for other than its intended manufactured use.

Employees are responsible for notifying their immediate supervisor in writing of a conviction, entry of a “no contest” plea or imposition of a sentence if the infraction relates to the position held by the employee. Misdemeanor convictions will be considered based on job relatedness.

### 301.8 Safety (March 5, 2005)

Employees are responsible for performing assigned duties in the safest possible manner, using all available safety measures and devices to prevent injury to themselves, coworkers or the general public and to report unsafe equipment, materials, or conditions to their supervisor and the Risk Management Division.

Because human dignity and the personal safety of each employee are of utmost importance, dangerous practical jokes, horseplay, and roughhouse activities are prohibited in the workplace.

### 301.9 False Statements/Fraud

No employee shall willfully make any false statement, certificate, mark, rating or report in regard to any test, certification, appointment or investigation, or in any manner commit any fraud, conceal any wrongdoing or knowingly withhold information about wrongdoing in connection with employment with the City or in connection with the work-related conduct of any City employee.

### 301.11 City Funds

Employees are personally accountable for City money over which they have possession or control. All employees who are in control of City funds must maintain accurate and current records of all such funds. Employees must comply with all policies, practices, and procedures promulgated by the Department of Finance and Administrative Services and approved by the Chief Administrative Officer and in accordance with Generally Accepted Accounting Principles regarding the receipt, recording and disbursement of public monies.

### 301.17 Supervision of Employees (March 5, 2005)

Employees with supervisory duties or responsibilities shall, in all instances, ensure that all supervisory actions comply with the provisions of the Merit System Ordinance, Labor-

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Management Relations Ordinance, Personnel Rules and Regulations, Administrative Instructions, City Operator’s Permit, Substance Abuse Policy, applicable legislation, and relevant judicial/administrative decisions.

#### Article 5 Public Purchases

City Policy requires an approved purchase order to expend City funds. Expenses should not exceed the purchase order amount.

Cause: Testimony of AD revealed that this was a high priority for the City Council, and that AD decided to ensure services continued instead of seeking additional funding and amending the purchase order before dispatching calls.

Effect: Non-compliance with the City’s Code of Conduct sections 301.1, 301.2, 301.3, 301.8, 301.9, 301.11, and 301.17 by not upholding City regulations and not acting in accordance with specified sections of the Code of Conduct. Noncompliance with Article 5 Public Purchases and overspending the project and purchase order by nineteen thousand nine hundred seventy-five dollars and thirty-one cents (\$19,975.31) in the fiscal year 2024 and nine thousand six hundred ninety-six dollars and eighty-six cents (\$9,686.86) in the fiscal year 2025 for a total of twenty-nine thousand six hundred seventy-two dollars and seventeen cents (\$29,672.17).

Recommendations: EHD management should be required to attend training on the Code of Conduct.

EHD management should attend training on the purchasing ordinance before being held responsible for authorizing, approving, or making purchases.

EHD management should ensure an approved purchase order exists for the goods or services before buying.

EHD management should verify sufficient budget for the line item to be charged before making purchases.

Management’s Response: The Environmental Health Department disputes the findings in 24-0122-C. EHD’s mission statement is to “*responsively and professionally serve the people of Albuquerque by promoting and protecting public health, by preventing disease, and by preserving the integrity and quality of our environment through sustainable management and responsible stewardship.*” These goals are practiced daily by the staff of EHD. The staff’s decisions, in connection with the human feces disposal program, aligned with these goals.

### **BACKGROUND**

On February 21, 2024, the City Council passed a resolution directing the City Administration to “develop and administer a program to collect feces that is believed to come from a human being.” R-24-3. As part of that process, the Administration was to “engag[e] with and supervis[e] a contractor who specializes in removing and disposing of potentially hazardous material.” *See id.* The Council appropriated \$100,000 to EHD from for this program. *See id.*

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After the Resolution was passed, EHD identified a contractor and coordinated with 311 so that the contractor would be dispatched when a resident called to report human feces. The contractor started work on April 1, 2024 and exhausted the funds allocated by Council by June 10, 2024. EHD decided to allow the contractor to continue responding to calls while it processed a new purchase order. Once the purchase order was approved, the contractor was paid for the work performed after June 10, 2024.

In the FY25 budget, the Council allocated \$200,000 to EHD for human feces removal. EHD used those funds to pay the contractor. Those funds were exhausted by October 25, 2024.

Due to the high cost of maintaining the program, EHD decided to pursue a more cost-effective means to respond to calls regarding feces. Before considering other alternatives, the City Attorney was asked for an opinion regarding the requirement of a contractor in the original resolution. She advised that the requirement to use a contractor applied only to the original \$100,000 allocated in R-24-3. Moreover, EHD had the authority to determine whether work should be performed by employees or contractors.

As conscientious stewards of public funds, EHD investigated other, less costly means of disposal, while continuing to adhere to safety practices and improving efficiency. EHD, working with the Solid Waste Department, developed a safe and efficient response for human feces removal. Performing the service internally is approximately 30% of the cost of the contractor performing the work. This represents an approximate 70% savings to the city. The City's current response plan includes the utilization of internal personnel, as well as the contractor when need exceeds our internal capabilities.

The OIG inquired about the feces removal program in August 2024. Director Rogers replied via email on August 20, 2024, explaining the actions taken and documentation generated during the decision process. He included copies of the original purchase order, the post-purchase order, the approved contract between the city and vendor, the council resolution mandating EHD's responsibility, and the memo that Deputy Director Smith completed to memorialize why EHD prioritized public safety. None of these documents are mentioned in OIG's *finding* narrative.

### **RESPONSE TO OIG FINDINGS**

In the summary provided to EHD, OIG finds that 1) EHD violated multiple City rules by allowing the contractor to continue work while a new purchase order was pending and 2) that EHD violated R-24-3 by using City personnel to remove human feces. EHD stands by its decision to continue the feces removal program while the purchase order was pending and strongly disputes any contention that it was improper to develop a more cost-effective program for the removal of human feces.

EHD did not engage in waste, fraud or abuse by sending calls to the contractor after the first purchase order has expired. Notably, the OIG does not find that it did. Instead, the OIG found that EHD violated the City's purchasing ordinance, as well as numerous City rules.

In regard to the purchasing rules, EHD stands by its decision. Human feces disposal work is conducted to ensure the safety and well-being of the public. As such, EHD decided that the

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disposal efforts should continue while the finance division was in the process of processing a new purchase order. The contractor continued to work while EHD's fiscal manager completed the request for a new purchase order. The appropriate documentation was completed and the contractor was paid for its work. EHD believes that it made the best decision to serve the interests of the public and that its actions did not constitute waste, fraud or abuse.

EHD otherwise disputes that it violated City rules. Indeed, EHD questions whether it is appropriate for the OIG to issue findings based on alleged violations of the City Code of Conduct. EHD first notes that only individual employees – not Departments – can violate the City Code of Conduct. Moreover, the Code of Conduct serves to establish general rules of conduct, and are a tool for supervisors to address personnel issues. A violation of the Code of Conduct, by itself, is not sufficient to establish waste, fraud or abuse. Because the OIG did not find that EHD engaged in waste, fraud or abuse, the OIG did not have a basis to continue evaluating EHD's decision and weigh in on whether its actions violated City rules. The OIG's conclusions are also wrong.

#### Rule 301.1

First, EHD did not violate Rule 301.1. That rule provides that:

The City of Albuquerque is a public service institution. In carrying out their assigned duties and responsibilities, employees must always remember their first obligation is to the general public's safety and well-being. This obligation must be carried out within the framework of federal, state and local laws.

Employees shall serve the public with respect, concern, courtesy and responsiveness, recognizing service to the public is the reason for their employment. Telephone calls, correspondence or other communications should be answered promptly or referred to appropriate individuals for timely action.

It is recognized it is not always possible to fulfill all of the requests of the general public, however, employees are required to handle all requests and inquiries courteously, fairly, impartially, efficiently and effectively.

There is nothing in the OIG's summary that indicates that EHD violated this rule. The OIG's investigation did not relate to EHD's interactions with the general public. As far as EHD can tell from OIG's bare bones summary, the complaint did not allege, and the OIG did not find, that EHD acted with disrespect toward any member of the general public. The complaint did not allege, and the OIG did not find, that EHD failed to answer phone calls or other communications promptly. The complaint did not allege, and the OIG did not find, that EHD failed to handle any request or inquiry courteously, fairly, impartially, efficiently and effectively. There is no basis, therefore, to conclude that EHD violated Rule 301.1.

#### Rule 301.2

EHD also did not violate Rule 301.2. That rule provides that:

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Employees are encouraged to strive for personal and professional excellence as a means of keeping current on relevant issues and administering the public's business with professional competence, efficiency and effectiveness.

This rule is too vague to form the basis for a finding from the OIG. But there is nothing in the OIG's summary that indicates that EHD violated this rule. The complaint did not allege, and the OIG did not find, that EHD was incompetent, inefficient, or ineffective. There is no basis, therefore, to conclude that EHD violated Rule 301.2.

### Rule 301.3

EHD also did not violate Rule 301.3. That rule provides that:

Employees shall in all instances maintain their conduct at the highest personal and professional standards in order to promote public confidence and trust in the City and public institutions and in a manner that merits the respect and cooperation of co-workers and the community. Employees shall not use insulting, abusive or offensive language or actions toward the public or co-workers. Ethnic or sexist jokes, slurs and other comments or actions that might embarrass or offend others are prohibited. Employees shall not harass others by making sexual advances or by creating an intimidating or offensive working environment or by making false accusations. Display of visual materials that may be sexually or racially offensive is also prohibited.

Employees shall not have in their possession during assigned work hours, including lunch periods, in any facility, vehicle or work site, illegal drugs, alcohol, drug paraphernalia, weapons or explosives, unless directly related to their city responsibilities. Additionally, employees may not use any product for other than its intended manufactured use.

Employees are responsible for notifying their immediate supervisor in writing of a conviction, entry of a "no contest" plea or imposition of a sentence if the infraction relates to the position held by the employee. Misdemeanor convictions will be considered based on job relatedness.

There is nothing in the OIG's summary that indicates that EHD violated this rule. The complaint did not allege, and the OIG did not find, that anyone at EHD used offensive language or engaged in harassment. The complaint did not allege, and the OIG did not find, that anyone at EHD had possession of drugs or alcohol. The complaint did not allege, and the OIG did not find, that anyone at EHD failed to report a conviction. There is no basis, therefore, to conclude that EHD violated Rule 301.3.

### Rule 301.8

EHD also did not violate Rule 301.8. That rule provides that:

Employees are responsible for performing assigned duties in the safest possible manner, using all available safety measures and devices to prevent injury to themselves, coworkers or the general public and to report unsafe equipment, materials, or conditions to their

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supervisor and the Risk Management Division. Because human dignity and the personal safety of each employee are of utmost importance, dangerous practical jokes, horseplay, and roughhouse activities are prohibited in the workplace.

There is nothing in the OIG's summary that indicates that EHD violated this rule. The complaint did not allege, and the OIG did not find, that EHD's decision to allow the contractor to continue working while it processed a new purchase order created a safety risk. There is no basis, therefore, to conclude that EHD violated Rule 301.8.

#### Rule 301.9

EHD also did not violate Rule 301.9. That rule provides that:

No employee shall willfully make any false statement, certificate, mark, rating or report in regard to any test, certification, appointment or investigation, or in any manner commit any fraud, conceal any wrongdoing or knowingly withhold information about wrongdoing in connection with employment with the City or in connection with the work-related conduct of any City employee.

There is nothing in the OIG's summary that indicates that EHD violated this rule. The complaint did not allege, and the OIG did not find, that anyone at EHD made a false statement. There is no basis, therefore, to conclude that EHD violated Rule 301.9.

#### Rule 301.17

EHD also did not violate Rule 301.17. That rule provides that:

Employees with supervisory duties or responsibilities shall, in all instances, ensure that all supervisory actions comply with the provisions of the Merit System Ordinance, Labor Management Relations Ordinance, Personnel Rules and Regulations, Administrative Instructions, City Operator's Permit, Substance Abuse Policy, applicable legislation, and relevant judicial/administrative decisions.

There is nothing in the OIG's summary that indicates that EHD violated this rule. The complaint did not allege, and the OIG did not find, that any EHD supervisor failed to act in compliance with any of these provisions. There is no basis, therefore, to conclude that EHD violated Rule 301.9.

In sum, EHD's actions were in the best interest of the City, did not violate the multitude of rules cited by the OIG, and EHD did not constitute waste, fraud or abuse when it allowed the contractor to continue performing services while it processed a purchase order.

In response to the OIG's recommendations, EHD does not agree that management should be required to attend training on the Code of Conduct, because EHD does not agree that any EHD employee violated the Code of Conduct. EHD does not agree that management should attend training on the purchasing ordinance. EHD has a highly experienced fiscal manager, and its management is very familiar with the purchasing rules. As discussed above, EHD made a deliberate decision to allow the contractor to continue responding to calls. These are not

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circumstances that warrant additional training. As to the third recommendation, EHD had a sufficient budget for the purchase of contractual services.

## **Allegation 2:**

EHD took action in contrast to the resolution approved by the City Council by EHD subverting the contract by taking over the service and hiring temporary employees to clean up and dispose of infectious waste, human feces, and potentially infectious waste through the Solid Waste Department (SWD).

## **Finding:**

Condition: AD engaged with C1 to learn the process, methodology, and business model of C1 and then began to provide the service through the Solid Waste Department and the Environmental Health Department by utilizing employees from a temporary agency prompting concern about the safety of the employees, the proper use of personal protective equipment (PPE), and significantly reducing the work performed under the previously negotiated contract resulting in non-compliance with City Resolution R 24-3.

Criteria: Resolution R 24-3 issues a directive for the Administration to implement a program and hire a contractor to dispose of human feces throughout the City.

Cause: AD was under pressure from the Administration to save money on the contract for the clean-up and disposal of infectious waste, human feces, and potentially infectious waste.

Effect: Non-compliance with Resolution R 24-3 caused a significant reduction in services being dispatched to the contractor without adequate justification resulting in a detriment to the contractor.

Recommendations: The City and its employees should ensure compliance with City resolutions and ordinances.

The city and its employees should be properly trained on the use of PPE with mandatory monitoring of compliance to ensure the safety of anyone providing services to dispose of infectious waste, human feces, and potentially infectious waste.

The City and its employees should be more transparent and open in their communication with contractors when the City implements a change that will have a significant effect on a contract so that business partners do not feel as though they are being misled.

Management's Response: EHD also did not engage in waste, fraud or abuse when it developed an internal program to respond to calls regarding human waste and reduced the expenditure on contractual services. Notably, the OIG did not make a finding that it did. Instead, the OIG asserts that EHD violated R-24-3. This finding represents a legal conclusion outside OIG's purview. The finding is also baseless. R-24-3 did not prevent EHD from taking the appropriate steps to ensure that it provided City services in the most cost-effective way.

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R-24-3 allocated \$100,000 to EHD to engage a contractor for the removal of human waste. In accordance with R-24-3, EHD worked with a contractor to develop a program. Indeed, EHD spent all of the allocated funds on payments to the contractor. Once EHD exhausted those funds, it did not have any continuing obligation under R-24-3. EHD, therefore, did not violate R-24-3 when it developed an internal program several months after expending the funds allocated in R-24-3.

But to the extent R-24-3 imposed any continuing obligations after the allocated funds were expended, it did not prevent EHD from developing an internal program. R-24-3 only required EHD to include a contractor in its feces removal program; it did not require EHD to rely exclusively on a contractor for feces removal services. To this day, EHD continues to use a contractor, as needed, for feces removal. In addition, R-24-3 did not require EHD to continue the contractor-led program indefinitely. It likewise did not prohibit EHD from undertaking its own efforts to remove human waste. Nor could it, as the executive branch has the authority to make management decisions, including decisions as to whether tasks should be performed by contractors or staff.

EHD finds it surprising, and somewhat disturbing, that the OIG would make any finding based on its decision to develop an internal program. It is particularly baffling that the OIG would conclude that EHD made its decision “without adequate justification.” The OIG is charged with identifying and preventing waste. It would have been wasteful to exclusively rely on a contractor for feces removal. Indeed, the decision to use City staff has resulted in a 70% cost saving to the City. Reducing costs, and eliminating waste, is more than adequate justification for EHD’s decision.

EHD finds it noteworthy that the OIG, in attempting to identify a negative consequence from EHD’s action, commented that the use of City staff “resulted in a detriment to the contractor.” EHD, however, must act as a fiduciary, and has a duty to the City as a whole. EHD cannot continue to support a wasteful program solely because it will mean a reduction in the work directed toward a contractor.

EHD must also take issue with a representation made in the OIG’s summary. The OIG represents that EHD’s Associate Director “was under pressure from the Administration to save money on the contract for the clean up and disposal of infectious waste, human feces, and potentially infectious waste.” There is nothing wrong with trying to reduce the cost of City services. The Associate Director, however, did not tell the OIG that he was under pressure from the Administration. He said the opposite. The Associate Director advised the OIG that he raised the possibility of developing an internal program with EHD’s Director, and did so because the Department was spending large amounts on the use of a contractor. He also talked to other Department Directors, and members of the Administration, to get ideas as to how EHD could save money on the program. He told the OIG that he considered the continued use of a contractor to be misuse of City funds, as continuing to rely exclusively on a contractor would cost the City \$1,000,000 a year. Nothing in the Associate Director’s statements to the OIG indicate that he was under pressure from the Administration, and EHD is concerned that the OIG would make a false representation in a report that is intended to be public.

**Allegation 3:**

Misuse of position by some City Councilors due to their passion for the contractor's interest raises concern that City Councilors have a personal stake in this matter.

**Finding:**

The evidence obtained during the investigation does not substantiate the allegation of misuse of position by some City Councilors as no previous or personal relationship between Councilors and the contractor could be ascertained.

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