

**THE CITY OF ALBUQUERQUE
LABOR-MANAGEMENT RELATIONS BOARD**

IN THE MATTER OF PROHIBITED PRACTICE:

CITY OF ALBUQUERQUE,

Petitioner,

v.

LB 25-07

MIGUEL TITTMANN, in his official capacity as President of International Association of Fire Fighters Local 244, DANIEL P. LEWIS, in his official capacity as an elected member of the Albuquerque City Council, JOAQUIN BACA, in his official capacity as an elected member of the Albuquerque City Council, LOUIE SANCHEZ, in his official capacity as an elected member of the Albuquerque City Council, KLARISSA PENA, in her official capacity as an elected member of the Albuquerque City Council, NICHOLE ROGERS, in her official capacity as an elected member of the Albuquerque City Council, DAN CHAMPINE, in his official capacity as an elected member of the Albuquerque City Council, RENEE GROUT, in her official capacity as an elected member of the Albuquerque City Council, and INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 244,

Respondents.

FIRST AMENDED PROHIBITED PRACTICE COMPLAINT

Since October 2024, International Association of Fire Fighters Local 244 (“IAFF 244”) has been engaged in permissive negotiations with the executive leadership of Albuquerque Fire and Rescue (“AFR”) over a proposal to change how paramedics are assigned to apparatus, even though AFR had specifically bargained for the right to reassign personnel as part of the most recent Collective Bargaining Agreement. Unhappy with the progress of negotiations, Respondent Miguel Tittmann, IAFF L244’s President, started contacting members of the Albuquerque City Council to see if he could get his negotiation goal a different way.

This direct dealing was a blatant violation of the Labor Management Relations Ordinance and indisputably constituted a prohibited practice. Yet his efforts were successful. Although they have long been advised that they cannot interfere in labor negotiations, several Councilors agreed to talk to Tittmann, and he was able to convince two of them to fast-track a putative “Resolution” that would override the Fire Administration’s position, remove its ability to permissively negotiate, grant IAFF the relief it wanted, and allow IAFF to bypass the Labor Management Relations Board and the procedures established in the Labor-Management Relations Ordinance (“LMRO”). Then, even after being informed during a City Council meeting that AFR had been involved in permissive negotiations with IAFF, and that the Resolution would interfere with the normal progress of the negotiation process, seven City Councilors voted in favor of the Resolution.¹

Through this action, the City of Albuquerque asks the Labor-Management Relations Board to 1) declare that all Respondents engaged in one or more prohibited practice(s); 2) declare that R-25-122 was the result, at least in part, of violations of the City’s Labor-Management Rights Ordinance; 3) enjoin the enforcement of R-25-122, or if not wholly enjoined then declare that R-25-122 is applicable only to a staffing bid to occur in 2027; and 4) declare that AFR had the right under the City’s LMRO and current Collective Bargaining Agreement to set apparatus staffing levels.

PARTIES, JURISDICTION, AND VENUE

1. Petitioner is a political subdivision of the State of New Mexico.
2. Petitioner is a “public employer” as defined by the Public Employee Bargaining Act, Section 10-7E-4(Q).

¹ Notably, the City Council’s action is improper for other reasons outside the jurisdiction of this forum.

3. Respondent Miguel Tittmann, the president of IAFF L244, is a duly recognized exclusive bargaining representative.

4. Respondent Daniel P. Lewis is a member of the Albuquerque City Council.

5. Respondent Joaquin Baca is a member of the Albuquerque City Council.

6. Respondent Louie Sanchez is a member of the Albuquerque City Council.

7. Respondent Nichole Rogers is a member of the Albuquerque City Council.

8. Respondent Dan Champine is a member of the Albuquerque City Council.

9. Respondent Klarissa Pena is a member of the Albuquerque City Council.

10. Respondent Renee Grout is a member of the Albuquerque City Council.

11. Respondent IAFF L244 is the exclusive bargaining representative of the firefighters through the rank of Battalion Chief, employed with Albuquerque Fire Rescue.

12. The Labor-Relations Management Board (the “Board”) has jurisdiction over the Parties and the subject matter of this action pursuant to NMSA 1978, § 10-7E-1 *et seq.* and the City of Albuquerque Labor-Management Relations Ordinance, Section 3-2-10 ROA 1994.

13. Venue in the City of Albuquerque’s Labor-Relations Management Board is proper under the City of Albuquerque Labor-Management Relations Ordinance, Sections 3-2-1 *et seq.* ROA 1994 and NMSA 1978, § 10-7E-1 *et seq.*

FACTUAL BACKGROUND

14. Historically, AFR has assigned two paramedic firefighters to most Rescue apparatus. Since 2021, however, AFR has been working to implement an Advanced Life Support (“ALS”) system. Part of the implementation plan involves assigning one paramedic to the Engine and one to the Rescue. This model will add more paramedics to calls they are traditionally not dispatched to, will reduce treatment delays for critical patients, ensure that if one apparatus is not

in service advanced life support care is maintained with paramedics on multiple trucks, and it ensures AFR can get paramedics on more 911 calls. As AFR administration has and will explain, this model enhances public safety by allowing efficient deployment of paramedics in light of current circumstances – including the variety of calls to which paramedics respond, and the presence of other responding agencies such as police and Albuquerque Ambulance Service. This model will also enhance flexibility in staffing to allow firefighters to job share to improve job satisfaction and maintain fire suppression and EMS skills.

15. As it moved to phase in the ALS system, AFR in March 2023 shifted its staffing model for Stations 2 and 3, assigning one paramedic to the Engine and one to the Rescue for those stations.

16. IAFF L244 leadership acquiesced to the City's assignment of one paramedic on the engine and one paramedic on the rescue at stations 2 and 3 between March, 2023 and the filing date of this Amended PPC.

17. IAFF L244 leadership never raised safety concerns regarding this two year practice at Stations 2 and 3. Instead, it only sought to bargain for increased wages for employees at those stations when the change was implemented.

18. Even before the phase in of the ALS system, AFR had for about 10 years assigned one paramedic on the engine at Station 10. During this time period, the single paramedic assignment was for each shift.

19. IAFF L244 leadership was aware of, and has acquiesced to, the City's assignment one paramedic on the engine at Station 10 for about ten years.

20. IAFF L244 leadership never raised safety concerns regarding this past practice at Station 10.

21. Although AFR currently strives to assign two paramedics on the Rescue at all other stations, there are exceptions throughout the year based on staff availability. During the relevant time, in 2024, there were 642 exceptions. IAFF L244 has not raised safety concerns, on behalf of the public or employees, about this practice of allowing single paramedics to staff a shift on a regular basis.

22. On October 15, 2024, the Fire Administration met with IAFF L244 representatives to present a plan to further implement ALS by assigning one paramedic on the engine and one to the rescue at all stations.

23. After receiving no feedback, Fire Administration presented the changes to key AFR personnel on October 17, 2024.

24. On October 18, 2024, IAFF sent a letter to Chief Jaramillo with a request to bargain, asserting that Fire Administration's proposal reflected a change in the terms and conditions of employment. *See* Letter from Miguel Tittmann to Chief Emily Jaramillo, October 18, 2024, attached hereto as **Exhibit A**. IAFF raised no concerns related to the safety of the revised operational plan, but only asked to re-open bargaining.

25. The assertion that Fire Administration needed to bargain the change in assignments, or the effects of the change in assignments, was incorrect. IAFF L244 entered the current CBA on July 2024. The CBA provides that it "shall not be construed to limit Management Rights under Section 3-2-5 of the Labor Management Relations Ordinance." *See* CBA, relevant portions attached hereto as **Exhibit B**, at ¶ 0.3.2. Those Management Rights include the right "to determine staffing requirements." Section 3-2-5(A)(D) ROA 1994. The CBA also expressly provides that "AFR Administration may re-assign the location of an employee receiving Intermediate and Paramedic pay to meet the needs of AFR." Ex. B, CBA ¶ 2.1.3. This right was negotiated in

exchange for a significant increase in pay: 15% for paramedic firefighters and 5% for intermediate firefighters. *See id.* The CBA also grants the Fire Chief the right to implement policies, which would include AFR's staffing policy. Ex. B, CBA ¶ 32.2.2.

26. On October 23, 2024, Chief Jaramillo responded, asking Mr. Tittmann to identify the specific provisions that IAFF asserts would result in changed working conditions and what specific effects IAFF wanted to bargain. *See id.* *See also* Email from Emily Jaramillo to Miguel Tittmann, October 23, 2023, attached hereto as **Exhibit C**.

27. President Tittmann did not respond to this inquiry. Instead, he elevated the issue, directing his request to bargain to the City's Chief Administrative Officer, Dr. Samantha Sengel. *See* Email from Miguel Tittmann to Dr. Samantha Sengel, October 28, 2024, attached hereto as **Exhibit D**. President Tittmann did not express to Dr. Sengel that he considered the revised operational plan unsafe – only that he wanted to bargain.

28. While reserving its position that the ALS operational plan was a management right by statute, ordinance, or the 2024 Collective Bargaining Agreement, reserving its position that bargaining about the operational plan was a permissive, not mandatory subject of bargaining, and reserving its position that single paramedic units was a past practice acquiesced to by IAFF L244, the City agreed to exchange operational plans by MOU in order to attempt to reach an accommodation.

29. On November 12, 2024, Chief Jaramillo met with IAFF and presented a revised operational plan that included operational changes only for Stations 9, 12, 15 and 20.

30. During the meeting, IAFF presented a proposed Memorandum of Understanding to Chief Jaramillo. The MOU proposed to change the model of service delivery for only two stations,

and to continue assigning two paramedic firefighters to each Rescue. *See* Proposed MOU, attached hereto as **Exhibit E**.

31. President Tittmann sent the same proposal to Dr. Sengel. *See* Letter from Miguel Tittmann to Dr. Samantha Sengel, November 13, 2024, attached hereto as **Exhibit F**.

32. On November 26, 2024, Fire Administration sent a letter to IAFF declining to re-open bargaining, but stating that it wanted to continue discussions. *See* Letter from Deputy Chief Christopher Sotelo to Miguel Tittmann, November 26, 2024, attached hereto as **Exhibit G**.

33. On December 9, 2024, Fire Administration sent its own proposed MOU to IAFF, offering that management would discuss the proposed expansion of ALS before implementation. *See* Proposed Memorandum of Understanding, attached hereto as **Exhibit H**.

34. On December 17, 2024, Fire Administration prepared Memorandum 318, “AFR Operational Changes Bid Updates,” attached hereto as **Exhibit I**. The Memorandum advised that at Stations 9, 12, 15 and 20, one paramedic would be bid to the Engine and one would be bid to the Rescue.

35. On December 19, 2024, President Tittmann presented a third proposal. This version again required two paramedics for each Rescue. *See* Email from Miguel Tittmann to Dr. Samantha Sengel, December 19, 2024, attached hereto as **Exhibit J**.

36. During the exchange of MOUs, IAFF L244 presented proposals materially less favorable than its previous proposals, which appear to have been intended to disrupt and delay the negotiations that IAFF L244 requested.

37. On January 17, 2025, IAFF filed a Prohibited Practices Complaint (“PPC”) against the City, arguing that AFR was required to negotiate the terms of bidding, staffing, seniority, assignment and working schedules before implementing the new operational plan. *See* Prohibited

Practice Complaint, LB 25-04, attached hereto as **Exhibit K**. IAFF did not assert, in the PPC, that it considered the ALS operational plan to be unsafe.

38. Under its normal procedures, the Labor Board would first determine whether the PPC is facially valid. If the answer is yes, the Labor Board would then hold a hearing to determine whether the AFR was required to bargain and whether it bargained in bad faith. If those answers are also yes, the Labor Board could enter an order providing relief to IAFF, including an order compelling AFR to bargain.

39. Although IAFF had filed a PPC, Fire Administration continued to permissively meet with and exchange communications regarding the minimum staffing levels. *See* Email Exchange between Miguel Tittmann and Chief Emily Jaramillo, attached hereto as **Exhibit L**. As late as February 19, 2025, IAFF expressed interest in continuing negotiation. *See* Email to Deputy Chief Jimmy Melek from Gregory Montoya, attached hereto as **Exhibit M**.

40. On February 13, 2025, Fire Administration proceeded with a bid which assigned one paramedic to the Engine and one to the Rescue at Stations 9, 12, 15 and 20.

41. The bid was complete on February 28, 2025. Several paramedics bid for assignments at the stations that assign one paramedic to the Rescue.

42. At some point during February, President Tittmann began contacting members of the Albuquerque City Council to urge them to countermand Fire Administration's decision and force Chief Jaramillo to agree to IAFF's staffing proposal.

43. On February 24, 2025, IAFF asked the Labor Board to delay consideration of its pending Complaint, explaining that "a resolution" was forthcoming. Fire Administration took this to mean that IAFF believed the parties could reach agreement. It turns out, however, that IAFF was anticipating a "Resolution" for the City Council.

44. On February 28, 2025, Councilors Daniel P. Lewis and Joaquin Baca introduced a Resolution mandating that each Rescue apparatus be staffed with two paramedic firefighters. *See* R-25-122, attached hereto as **Exhibit N**. Most importantly, the Resolution would diminish public safety and prevent the operational efficiency of the ALS system. Also, and consistent with its regressive bargaining, R-25-122 would give IAFF more than what they were asking for during negotiations. It would not only block Fire Administration from implementing the ALS system operational changes from any stations, but would force them to realign the staffing at Stations 2, 3, and 10, even though IAFF had acquiesced in the staffing plan for those stations and had never argued that the staffing plan was unsafe. In addition, it would put AFR at risk of violating the Resolution if any exceptions occur, even though IAFF had never argued that those exceptions endanger the public.

45. The Councilors requested “immediate action,” meaning that the Resolution would be voted on at the meeting scheduled to take place only three days later, on March 3, 2025.

46. Upon information and belief, President Tittmann spoke to Councilors Lewis and Baca before February 28, 2025, and asked them to introduce the Resolution.

47. Upon information and belief, President Tittmann spoke to other Councilors before February 28, 2025, via phone and in person, and asked them to support the Resolution.

48. The City Council staff provided an analysis of the Resolution. The analysis states that the Resolution was introduced “in response to the Administration’s proposed change to reduce the number of paramedics on Rescue Apparatus to one paramedic.” *See* Staff Analysis, attached hereto as **Exhibit O**.

49. In an article published in City Desk, Councilor Baca was quoted as saying that he was “pushing the legislation at the request of the firefighters’ union and firefighters he has spoken with.” City Desk, “How many paramedics does it take to save a life,” March 3, 2025.²

50. The City filed this PPC on the morning of March 3, 2025. In the PPC, the City detailed the negotiations that were occurring between AFR and IAFF. The City then cited to the clear language of the LMRO providing that “It shall be a prohibited practice for any elected or appointed official of the city government or for any employee organization, group of city employees or individual city employee to attempt to influence negotiations or to interfere with the normal progress of negotiations between the duly authorized negotiating teams of the city government and of the employee organization.” Section 3-2-5(C) ROA 1994.

51. This provision of the LMRO is designed to prevent political interference with labor negotiations, and to prevent the unions from running to elected officials any time they do not like the position of management.

52. On March 3, 2025, City Council held its public meeting and voted on R-25-122.

53. During the March 3, 2025 City Council meeting, Tittmann and numerous union members, at Tittmann’s request, attended the meeting and 10 union members spoke in favor of R-25-122.

54. During the discussion, Councilor Nichole Rogers stated that she had visited a fire station and spoken to firefighters about AFR’s new operational plan and that she did not think that Chief Jaramillo had obtained sufficient input from rank and file.

55. During the discussion, Councilor Dan Lewis stated that he introduced the bill in order to block AFR’s operational plan.

² Available at https://citydesk.nm.news/2025/how-many-paramedics-does-it-take-to-save-a-life/?utm_source=newsletterintro (last visited March 6, 2025)

56. During the discussion, Councilor Louie Sanchez asked Chief Jaramillo whether she had “dug in her heels.”

57. City Council passed the Resolution with a 7-2 vote. Councilors Lewis, Baca, Sanchez, Rogers, Pena, Grout, and Champine each voted in favor of R-25-122.

58. The introduction and passage of R-25-122 is the very action Section 3-2-10(C) is designed to prevent: political interference in labor negotiations. If allowed to stand, R-25-122 stand would open the door for every union to go to City Council members every time they are unhappy with management’s negotiation position or want to back out of a proposal the union regrets, or even negotiated deal. Moreover, as occurred here, a union would be able to obtain wage increases for an apparent concession, and then turn to the Council to regain the negotiated concession.

59. The Respondent-Councilors knew or should have known, at the time that R-25-122 was introduced, that if approved it would interfere with the course of negotiations between AFR and IAFF.

60. The Respondent-Councilors knew or should have known, at the time they voted on R-25-122, that it would interfere with the normal course of negotiations between AFR and IAFF.

61. As to the Councilors who voted in favor of R-25-122, their apparent purpose, and for some their stated purpose, was to override the decisions of Chief Jaramillo, block AFR’s operational plan, with the result that the City lost concessions bargained for in 2024, and its proposed accommodations to the union in 2025 permissive negotiations.

62. R-25-122 interfered with the normal course of negotiations between AFR and IAFF.

63. R-25-122, if not enjoined, will interfere with the normal progress of negotiations, including permissive negotiations, by allowing IAFF or any union to bypass the Labor Board and to avoid having to meet its burden to prove that Fire Administration was required to bargain or that it bargained in bad faith.

64. R-25-122, if not enjoined, will interfere with the normal progress of negotiations, including permissive negotiations, by relieving IAFF or any union of the obligation to resume negotiations and instead grant IAFF everything it asked for during negotiations – and more – without having to make any concessions.

65. R-25-122, if not enjoined, will interfere with the normal progress of negotiations by allowing IAFF to bypass the impasse procedures established in the LMRO.

66. R-25-122, if not enjoined, will allow IAFF to breach the CBA, will relieve IAFF of its obligations under the CBA without giving up any of the benefits, and will deprive AFR of the benefit of its bargain.

67. R-25-122, if not enjoined, will deprive Fire Administration of rights granted under the LMRO.

68. R-25-122, if not enjoined, will establish a precedent that will effectively nullify the LMRO by interfering in the bargaining process as described in this pleading, and by the following examples.

69. R-25-122, if not enjoined, will establish a precedent that unions can attempt to influence bargaining by placing political pressure on elected officials, through petitions to council and mass attendance at meetings, anytime they are unhappy with the progress of bargaining.

70. During the normal course of negotiations, Fire Administration would not have agreed, during permissive negotiations, to give up its right to make staffing determinations.

71. During the normal course of negotiations, Fire Administration would not have agreed, during permissive negotiations, to give up its right to re-assign the location of any employee receiving Intermediate or Paramedic pay to meet the needs of AFR.

72. During the normal course of negotiations, Fire Administration would not have agreed, during permissive negotiations, to give up its right to implement policies, including its staffing policies.

73. During the normal course of negotiations, Fire Administration would not have agreed, during permissive negotiations, to give up the right to move forward with ALS, including the right to assign one paramedic on the Rescue and one on the Engine.

74. During the normal course of negotiations, Fire Administration would not have agreed, during permissive negotiations, to give up its right to implement its operational plan at Stations 9, 12, 15 and 20.

75. During the normal course of negotiations, Fire Administration would not have agreed, during permissive negotiations, to give up its right to maintain its current staffing at Stations 2, 3, and 10.

76. R-25-122 deprived Fire Administration of the right to determine staffing, without requiring IAFF to give up any rights it had obtained through the bargaining process, and provided back to IAFF concessions it had made.

77. R-25-122 deprived Fire Administration of the right to implement policies, without requiring IAFF to give up any rights it had obtained through the bargaining process, and provided back to IAFF concessions it had made.

78. R-25-122 deprived Fire Administration of the right to re-assign personnel, without requiring IAFF to give up the pay raise it obtained in exchange, and provided back to IAFF concessions it had made.

COUNT I: VIOLATION OF SECTION 3-2-10(C)
(Miguel Tittmann and International Association of Fire Fighters Local 244)

79. Petitioner incorporates all the forgoing paragraphs as though fully set forth herein.

80. The City of Albuquerque Labor-Management Relations Ordinance prohibits any “appointed official ... for any employee organization” from “attempt[ing] to influence negotiations or to interfere with the normal progress of negotiations between the duly authorized negotiating teams of the city government and of the employee organization.” Section 3-2-10(C) ROA 1994.

81. Respondent Miguel Tittmann is an appointed official for an employee organization.

82. In February 2025, the Fire Administration was involved with permissive negotiations with, and requested by, IAFF L244 over the minimum staffing requirements for Rescue apparatus.

83. In violation of Section 3-2-10(C), President Tittmann attempted to influence those negotiations by contacting members of the Albuquerque City Council and urging them to adopt a Resolution that would force Fire Administration to accept a position that it had rejected.

84. In violation of Section 3-2-10(C), President Tittmann attempted interfere with the normal progress of those negotiations by contacting members of the Albuquerque City Council and urging them to support the Resolution introduced by Councilors Lewis and Baca.

85. These acts constituted prohibited practices under Section 3-2-10(C).

86. The above acts were performed in the course and scope of Tittmann’s role as president of IAFF L244, and therefore IAFF is vicariously liable for the acts of Tittmann set forth herein.

COUNT II: VIOLATION OF SECTION 3-2-10(C)
(Daniel P. Lewis and Joaquin Baca)

87. Petitioner incorporates all the forgoing paragraphs as though fully set forth herein.

88. The City of Albuquerque Labor-Management Relations Ordinance prohibits any “elected or appointed official of the city government” from “attempt[ing] to influence negotiations or to interfere with the normal progress of negotiations between the duly authorized negotiating teams of the city government and of the employee organization.” Section 3-2-10(C) ROA 1994.

89. Councilor Lewis is an elected official of the City of Albuquerque.

90. Councilor Baca is an elected official of the City of Albuquerque.

91. In February 2025, the Fire Administration was involved with permissive negotiations with, and requested by, IAFF L244 over the minimum staffing requirements for Rescue apparatus.

92. Councilors Lewis and Baca attempted to influence those negotiations by introducing R-25-122 with the intent to override the negotiating position taken by Fire Administration.

93. Councilors Lewis and Baca attempted to interfere with the normal progress of those negotiations by introducing R-25-122 and allowing IAFF to obtain rights it did not bargain for without continued negotiations.

94. Each of these acts constituted a prohibited practice under Section 3-2-10(C).

COUNT III: VIOLATION OF SECTION 3-2-10(C)
(Daniel P. Lewis, Joaquin Baca, Louie Sanchez, Nichole Rogers, Dan Champine, Klarissa Pena, and Renee Grout)

95. Petitioner incorporates all the forgoing paragraphs as though fully set forth herein.

96. The City of Albuquerque Labor-Management Relations Ordinance prohibits any “elected or appointed official of the city government” from “attempt[ing] to influence negotiations

or to interfere with the normal progress of negotiations between the duly authorized negotiating teams of the city government and of the employee organization.” Section 3-2-10(C) ROA 1994.

97. Councilors Lewis, Baca, Sanchez, Rogers, Champine, Pena, and Grout are elected officials in the City of Albuquerque.

98. In February 2025, the Fire Administration was involved with permissive negotiations with, and requested by, IAFF L244 over the minimum staffing requirements for Rescue apparatus.

99. During the March 3, 2025 City Council meeting, Resolution R-25-122 was heard and voted on by City Council.

100. Councilors Lewis, Baca, Sanchez, Rogers, Champine, Pena, and Grout interfered with the normal progress of the negotiations between Fire Administration and IAFF L244 by voting in favor of Resolution R-25-122 after it was made clear during the City Council meeting that this topic was the subject of pending, permissive, negotiations.

101. By voting in favor of Resolution R-25-122, Councilors Lewis, Baca, Sanchez, Rogers, Champine, Pena, and Grout interfered with the normal progress of the negotiations between Fire Administration and IAFF L244 by allowing IAFF to circumvent the Labor Board process and obtain rights it did not bargain for without continued negotiations.

102. Each of these acts constituted a prohibited practice under Section 3-2-10(C).

**COUNT IV: BAD FAITH BARGAINING
(Miguel Tittmann and International Association of Fire Fighters Local 244)**

103. Petitioner incorporates all the forgoing paragraphs as though fully set forth herein.

104. Pursuant to the City of Albuquerque Labor-Management Relations Ordinance, the duly authorized negotiating teams of the city government and of the employee organization have

a duty to “confer in good faith with respect to terms and conditions of employment.” Section 3-2-8 ROA 1994.

105. The City of Albuquerque Labor-Management Relations Ordinance prohibits an employee organization from “[r]efusing to negotiate and/or conduct business in good faith with the designated representative of the city government.” Section 3-2-10(B)(4) ROA 1994.

106. In February 2025, the Fire Administration was involved with negotiations with IAFF L244 over the minimum staffing requirements for Rescue apparatus.

107. Despite these ongoing negotiations, and upon information and belief, President Tittmann contacted members of the Albuquerque City Council and urged them to adopt a Resolution that would force Fire Administration to accept a position that it had rejected.

108. Upon information and belief, President Tittmann and IAFF had no intention of bargaining with Fire Administration over the minimum staffing requirements for Rescue apparatus.

109. During the exchange of MOUs, IAFF L244 presented proposals materially less favorable than its previous proposals, which appear to have been intended to disrupt and delay the negotiations which IAFF L244 requested.

110. IAFF L244 leadership has been aware, and has acquiesced to, the City’s assignment of one paramedic on the engine and one paramedic on the rescue at Stations 2 and 3 between March 2023 and the filing of this Amended PPC. IAFF L244 leadership has been aware, and has acquiesced to, the City’s assignment of one paramedic on the engine at Station 10 for about ten years. During those time periods, the single paramedic assignment was for each shift. IAFF L244 leadership never raised safety concerns regarding those past practices, but rather only sought increased wages for those employees. A request to bargain impacts, or an assertion that, single

paramedic assignment to AFR units was a mandatory subject of bargaining, was bad faith bargaining.

111. Each of these acts constituted a prohibited practice under Section 3-2-10(B)(4).

**COUNT VI: BREACH OF COLLECTIVE BARGAINING AGREEMENT
(Miguel Tittmann and International Association of Fire Fighters Local 244)**

112. Petitioner incorporates all the forgoing paragraphs as though fully set forth herein.

113. The City of Albuquerque Labor-Management Relations Ordinance prohibits an employee organization from “[v]iolating the provisions of any written agreement in force.” Section 3-2-10(B)(5) ROA 1994.

114. IAFF L244 entered into the current Collective Bargaining Agreement (“CBA”) with the City on July 1, 2024.

115. The CBA provides that it “shall not be construed to limit Management Rights under Section 3-2-5 of the Labor Management Relations Ordinance.”

116. Pursuant to Section 3-2-5 of the Labor Management Relations Ordinance, Management Rights include the right “to determine staffing requirements.” Section 3-2-5(A)(D).

117. The CBA also expressly provides that “AFR Administration may re-assign the location of an employee receiving Intermediate and Paramedic pay to meet the needs of AFR.”

118. This right was negotiated in exchange for an increase in pay of 15% for paramedic firefighters and 5% for intermediate firefighters.

119. IAFF L244, through President Tittmann, breached the CBA by going to City Council and urging councilors to adopt a Resolution that would force Fire Administration to accept a position contrary to the rights Fire Administration negotiated for in the CBA.

120. IAFF L244 leadership has been aware, and has acquiesced to, the City’s assignment of one paramedic on the engine and one paramedic on the rescue at Stations 2 and 3 between

March, 2023 and the filing of this Amended PPC. IAFF L244 leadership has been aware, and has acquiesced to, the City's assignment of one paramedic on the engine at Station 10 for about ten years. During those time periods, the single paramedic assignment was for each shift. IAFF L244 leadership never raised safety concerns regarding those past practices, but rather only sought increased wages for those employees. Thus, single paramedic assignment to AFR units was a past practice and an unwritten term of the Collective Bargaining Agreement.

121. Each of these acts constituted a breach of the negotiated CBA.

COUNT VIII: DECLARATORY RELIEF

122. Petitioner incorporates all the forgoing paragraphs as though fully set forth herein.

123. Under the Labor Management Relations Ordinance, management has the right to “determine staffing requirements.” Section 3-2-5(A)(D).

124. Unless there is a specific provision in a CBA to the contrary, management retains this right.

125. The IAFF CBA does not contain a provision limiting management's right to determine staffing requirements. To the contrary, the CBA provides that “Nothing in this article shall be construed to limit Management Rights under Section 3-2-5 of the Labor Management Relations Ordinance.” Ex. B, CBA ¶ 0.3.4.

126. The CBA further provides that “AFR Administration may re-assign the location of an employee receiving Intermediate or Paramedic pay to meet the needs of AFR.” Ex. B, CBA ¶ 2.1.3.

127. The CBA also grants the Fire Chief the right to implement policies, which would include AFR's staffing policy. Ex. B, CBA ¶ 32.2.2.

128. There is no provision in the CBA granting IAFF control over staffing levels.

129. There is no provision in the CBA granting IAFF control over the bid process.

130. The LMRO and CBA are properly interpreted to give Fire Administration the authority to set staffing levels.

131. The City's past assignment of, and proposals to assign one paramedic to each Engine and one to each Rescue at some or all stations was a staffing decision.

132. The decision to assign one paramedic to each Engine and one to each Rescue at certain stations was within the rights of Fire Administration under the LMRO and the CBA.

133. Alternatively, in the event that Resolution R-25-122 is deemed enforceable, then its application is prospective only, would apply only to the bid starting in 2027, and would not apply to any bid already completed as of the publication date of Resolution R-25-122.

WHEREFORE, the City respectfully requests the Labor-Management Relations Board issue an order 1) declaring that all Respondents engaged in one or more prohibited practice(s); 2) declaring that R-25-122 was the result, at least in part, of violations of the City's Labor-Management Rights Ordinance; 3) enjoining the enforcement of R-25-122, or if not wholly enjoined then declare that R-25-122 is applicable only to a staffing bid to occur in 2027; 4) declaring that AFR had the right under the City's LMRO and current Collective Bargaining Agreement to set apparatus staffing levels , and 5) such further relief the Board deems proper.

Respectfully submitted,

MODRALL, SPERLING, ROEHL, HARRIS
& SISK, P.A.

By: /s/ Brian K. Nichols
Brian K. Nichols (bkn@modrall.com)
Jennifer A. Kittleson (jak@modrall.com)
500 Fourth Street NW, Suite 1000
P. O. Box 2168
Albuquerque, New Mexico 87103-2168
Telephone: 505-848-1852
Attorneys for Petitioner

CERTIFICATE OF SERVICE

I certify that on this 7th day of March, 2025, I served a copy of the foregoing pleading to the parties listed below by electronic mail at the contact information listed below.

Daniel P. Lewis
P.O. Box 1293
Albuquerque, NM 87103
danlewis@cabq.gov

Joaquin Baca
P.O. Box 1293
Albuquerque, NM 87103
joaquinbaca@cabq.gov

Louie Sanchez
P.O. Box 1293
Albuquerque, NM 87103
lesanchez@cabq.gov

Nichole Rogers
P.O. Box 1293
Albuquerque, NM 87103
District6@cabq.gov

Dan Champine
P.O. Box 1293
Albuquerque, NM 87103
District8@cabq.gov

Klarissa Pena
P.O. Box 1293
Albuquerque, NM 87103
kpena@cabq.gov

Renee Grout
P.O. Box 1293
Albuquerque, NM 87103
rgrou@cabq.gov

Isaac Padilla
Director of Counsel Services
P.O. Box 1293
Albuquerque, NM 87103
iepadilla@cabq.gov

Kevin Morrow
Deputy Director/General Counsel of Counsel Services
P.O. Box 1293
Albuquerque, NM 87103
kmorrow@cabq.gov

Miguel Tittmann
IAFF Local 244
P.O. Box 25602
Albuquerque, NM 87125
tittmann244@gmail.com

International Association of Fire Fighters Local 244
c/o Frederick M. Mowrer
115 Eighth Street SW
Post Office Box 1966
fmmowrer@smdlegal.com

MODRALL, SPERLING, ROEHL, HARRIS
& SISK, P.A.

By: /s/Brian K. Nichols
Brian K. Nichols

W5306317.DOCX



Albuquerque Area Fire Fighters Local 244

International Association of Fire Fighters

P.O. Box 25602

ALBUQUERQUE, NEW MEXICO 87125-0602

October 18, 2024

**Re: AFR EMS System Changes
Chief Jaramillo,**

Chief,

Following yesterdays (10/17/24) presentation to the Executive Staff and Battalion Chief meeting, IAFF Local 244 believes the proposal to implement a widespread change to AFR staffing model is a change to the terms and conditions of employment of our members. This change in working conditions obligates that the City of Albuquerque negotiate said changes with IAFF Local 244.

IAFF Local 244 requests to bargain the effects of the proposed changes. Specifically, the AFR Administrative Instruction: Staffing Policy and the Administrative Policy: Bid Process. The proposal presented was absent specific language to each of these documents as well as other potential documents this major change would affect.

The proposed changes bring up many questions on how this change will affect the operations, service delivery, safety and morale of our department. Many questions that have not been answered or negotiated with Local 244. We look forward to negotiating these proposed changes and have many ideas on how to enhance the emergency services to the citizens of Albuquerque and maintain a harmonious relationship between Labor and management in AFR.

We look forward to scheduling a time to sit down and negotiate the effects of these changes.

Respectfully,

**Miguel Tittmann
President
IAFF Local 244
P.O. Box 25602
Albuquerque, NM 87125**

AFFILIATED WITH - NEW MEXICO PROFESSIONAL FIRE FIGHTERS ASSOCIATION

AGREEMENT

between

THE CITY OF ALBUQUERQUE

and

THE ALBUQUERQUE AREA FIRE FIGHTERS UNION

IAFF Local 244

City Chapter



Effective July 1, 2024 to June 30, 2027

EXHIBIT B

RECITALS

- 0.1.1 It is the purpose of this Agreement to achieve and maintain harmonious relations between the employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise and to establish standards of wages, hours and other conditions of employment, and to guarantee the delivery of quality service to the citizens of Albuquerque.
- 0.1.2 The general purpose of this Agreement is to provide for orderly and constructive employee relations in the public interest, in the interest of the employees herein covered and promote harmony, cooperation and understanding between the employer and the employees in this Unit; and to afford protection of the rights and privileges of employees in the Unit and the employer.
- 0.1.3 The parties agree that their respective policies will not violate the rights of an employee covered by this agreement, in accordance with State and Federal laws, because of race, age, sex, sexual orientation, creed, color, national origin, religion, union or non-union affiliation. Neither party will tolerate sexual harassment.
- 0.2 Authority
- 0.2.1 This Agreement is made by and between the CITY OF ALBUQUERQUE, Albuquerque, New Mexico, hereinafter called the "City", and the ALBUQUERQUE AREA FIRE FIGHTERS UNION, IAFF LOCAL 244, hereinafter called the "Union". For the purposes of this Agreement, "employee" shall mean any City employee recognized by the City as part of the bargaining unit represented for the purposes of collective bargaining by the Union. For purposes of this agreement, the ALBUQUERQUE FIRE RESCUE hereinafter will be called the "Department" or "AFR".
- 0.3 Recognition
- 0.3.1 The City of Albuquerque recognizes the Albuquerque Fire Fighters Union, IAFF Local 244, as the exclusive representative for all sworn, permanent, non-probationary safety sensitive fire fighters through the rank of Battalion Chief. For the purpose of this agreement "Member(s)", "Firefighter(s)", "Fire Fighter(s)", "Employee(s)", "Bargaining Unit Members" and "AFR Bargaining Unit Personnel" shall refer to all sworn, permanent, non-probationary safety sensitive employees from the rank of Firefighter through the rank of Battalion Chief.
- 0.3.2 In the event a final, written order of the Labor Board alters the scope of the bargaining unit, the City and the Union will meet to negotiate any changes to the contract necessitated by the order. If a Labor Board decision is appealed, the parties shall comply with the rules established by the court of jurisdiction.

- 0.3.3 Employees assigned to the Communications and Dispatch Division shall be sworn fire fighters.
- 0.3.4 Nothing in this article shall be construed to limit Management Rights under Section 3-2-5 of the Labor Management Relations Ordinance.

PAY PROVISIONS

2.1 It is understood by the parties that the implementation of any wage and/or benefit increases in FY 25, FY 26, and FY 27, separately or together, are subject to City Council budget appropriation. The Parties understand and agree that the FY 25, 26, and 27, separately and together, rates in wages and paramedic pay are together and separately contingent on: the terms of Section 3-2-19 of the City's LMRO; and also, approval and appropriation, in and for the relevant FY budget by the City Council and signature by the Mayor. The rates in wages, longevity, and paramedic pay would be effective on the first full pay period following July 1 of each fiscal year. There shall be no retroactive compensation benefit in this agreement.

2.1.1 No wage increase is effective until this Agreement is ratified, approved by the Mayor, and completely signed. No wage increase is effective until the pre-conditions (conditions precedent) in 2.1 are met each fiscal year. If these pre-conditions are met, then effective the first full pay period of each fiscal year, the wages in Appendix A shall apply to bargaining unit employees.

2.1.2 Prohibition on Stacking

Employees of all ranks, except for Battalion Chiefs, may receive only one, whichever is the highest, of the following wages and incentive pay: Intermediate, Paramedic, Commissioned Fire Investigator, EMD/EFD Certified Dispatcher, Accelerant Detection Canine Handler, or Crisis Response Canine Handler except that Canine Handlers current as the of the effective date of this Agreement may receive both Canine Handler and Commissioned Fire Investigator pay (but no other combination).

2.1.3 EMT (Basic, Intermediate, Paramedic) Wages

Three levels of EMT wages are built into the wage table in Appendix A: Basic, Intermediate (EMT-I or Int), and Paramedic (EMT-P or Para). Employees are eligible to receive Intermediate and Paramedic Wages only under the following terms.

- Employees meet and retain all qualifications for the position, including state license and City credentialed. In the discretion of the Fire Chief or designee, employees may receive 4% added to wages while in EMT paramedic school, but not while in EMT intermediate school. Commissioned Fire Investigators may receive both 4% add on while in paramedic school and also receive Incentive Pay under Section 2.6.
- Employees are required to be available to perform Intermediate or Paramedic duties at all times when on duty. Employees understand and agree that AFR Administration may re-assign the location of an employee receiving Intermediate or Paramedic pay to meet the needs of AFR.
- The number of Intermediates is limited to 60 employees and Paramedics is limited to 250 employees. The City may unilaterally manage qualifying employees after the Effective Date. If either or both limit is met, then the Union may make recommendations in the Labor Management Committee, Section 1.3.1.
- In FY 25, Battalion Chiefs with an EMT-P or an EMT-I may receive 2.5% added to their base rate of pay. After FY 25, Battalion Chiefs are not eligible to receive Intermediate or Paramedic Wages, except for the EMS Battalion Chief.

- 32.2 AFR Department Policies
- 32.2.1 All AFR Department policies will be provided on the City's Target Solutions file center or its successor.
- 32.2.2 The Union shall be provided the opportunity to propose additions and modifications to the AFR Policies. The Union shall also be provided the opportunity to meet with the Fire Chief or the Fire Chief's designee to discuss the proposed additions and modifications. This provision shall not be interpreted in a manner that in any way reduces or eliminates the Fire Chief's rights and authority to approve and implement the guidelines.
- 32.3 Patient/ Citizen Health Condition
- 32.3.1 Both parties recognize the need for patient confidentiality. Firefighters shall not discuss or divulge patient or incident information without authorization of the Fire Chief or designee. The exceptions are when necessitated for official case reviews, departmental continuing education and legal requirements. Legal requirements are court testimony, depositions, departmental hearings, departmental investigations and with the City Attorney. Additionally, information shall be provided to the Quality Assurance Officers and the Medical Director.

Jaramillo, Emily V.

From: Jaramillo, Emily V.
Sent: Wednesday, October 23, 2024 12:13 PM
To: Miguel Tittmann
Cc: Greg Montoya; Sengel, Samantha
Subject: Re: Request to bargain

President Tittmann,

I have received your request to bargain. Before I send an official response, can you please identify the provisions in the proposed plan where labor believes there are changes in the working conditions of a firefighter as well as the specific effects that labor is requesting to bargain? With this information I can better understand what will be discussed in bargaining and can better respond. Please also consider that these policies are still being revised, the final version will not be implemented for several months, and labor will be part of the policy review process that we already have in place.

Respectfully,

Emily Jaramillo
Fire Chief
Albuquerque Fire Rescue
11500 Sunset Gardens
Albuquerque NM 87121
Tel 505-768-9355 / Cell 505-934-1381



From: Miguel Tittmann <tittmann244@gmail.com>
Sent: Friday, October 18, 2024 11:31 AM
To: Jaramillo, Emily V. <evjaramillo@cabq.gov>
Cc: Greg Montoya <Gjmontoya13@gmail.com>; Sengel, Samantha <ssengel@cabq.gov>
Subject: Request to bargain

[EXTERNAL] Forward to phishing@cabq.gov and delete if an email causes any concern.

Chief,

Please see attached letter to request to bargain.

Respectfully,

Captain Miguel Tittmann
IAFF Local 244 President
NMPFFA D1 Vice President
(505) 917-5929

Jaramillo, Emily V.

From: Sengel, Samantha
Sent: Monday, October 28, 2024 6:01 PM
To: Jaramillo, Emily V.
Subject: Fw: Request to bargain
Attachments: IAFF L244 2015.pdf; IAFF L244 2015.pdf; Letter to AFR 2024 Final.pdf; EMS Changes Presentation Draft_V3.pptx

Samantha Sengel, EdD
Chief Administrative Officer
City of Albuquerque



From: Miguel Tittmann <tittmann244@gmail.com>
Sent: Monday, October 28, 2024 5:50:26 PM
To: Sengel, Samantha <:ssengel@cabq.gov>
Subject: Fwd: Request to bargain

[EXTERNAL] Forward to phishing@cabq.gov and delete if an email causes any concern.

Madam CAO,

I am attaching IAFF Local 244's request to bargain sent October 18th. A response was sent by the Fire Chief to Local 244 asking for specific provisions in the proposed plan (see attached powerpoint presentation) that change working conditions. See attached response dated October 25th.

We believe the idea presented is a sweeping change to the fabric of our department and may cause irreparable harm including, but not limited to, a unilateral changes in rank structure, safety, service delivery, seniority, overtime, assignments through a seniority based bid, morale and the well being of our FFs . These changes in working conditions are what obligate the need to negotiate the effects of the proposed changes.

The affected policies and procedures range from COA administrative instructions, AFR policies, SOGs, and contractual language that all connect to past practices of Albuquerque Fire Rescue. Our Executive board is currently identifying as many as we can as to be prepared once at the table.

We hoped to have a date and time set to officially sit down and negotiate prior to scheduled informational meetings scheduled for tonight, Wednesday and Thursday. We had hoped to have these meetings at our hall allowing the membership to discuss this very serious change in some comfort allowing for productive dialogue. This has not happened and it is the stance of the IAFF Local 244 executive board to not allow the meetings at our hall with out confirmation we will open up negotiations.

We hope to hear a response from the City of Albuquerque on a date, time and location for this preliminary negotiations meeting to occur.

Respectfully,

Captain Miguel Tittmann
IAFF Local 244 President
NMPFFA D1 Vice President
(505) 917-5929

Begin forwarded message:

From: Miguel Tittmann <tittmann244@gmail.com>
Subject: Request to bargain
Date: October 25, 2024 at 2:07:07 PM MDT
To: Emily Jaramillo <evjaramillo@cabq.gov>

Chief Jaramillo,

I am in receipt of your response requesting to identify the provisions in your proposal that change working conditions. I was unable identify any substantive provisions in the power point presentation distributed at the executive meeting.

The idea presented is a sweeping change to the fabric of our department and may cause irreparable harm including, but not limited to, a unilateral changes in rank structure, safety, service delivery, seniority, overtime, assignments through a seniority based bid, morale and the well being of our FFs . These changes in working conditions are what obligate the need to negotiate the effects of the proposed changes.

Our Executive Board has been busy identifying policies, procedures, contractual language and past practice that this sweeping change could affect. As we have only been presented with the idea of splitting the rescues along with a bid (defining assignments to stations), It is at the table that we hope to identify all of the effected documents and past practice this sweeping change touches so that we may best collectively bargain the effects.

The idea proposed is not a novel idea and has been discussed and debated extensively for decades. This Local has fought to protect a service delivery model admired and coveted by departments around the country. Twice before, under the Berry Administration, we fended off this unilateral change that would dilute the services we currently provide. We stand with every FF who has previously defended AFD, AFR and our two medic Rescue system. We look forward to discussing and negotiating with the City of Albuquerque ways we can expand our departments service to the citizens while maintaining the integrity and foundation of our department.

Please identify a date and time you are available to negotiate the effects of these potential unilateral changes.

Respectfully,

Captain Miguel Tittmann

IAFF Local 244 President
NMPFFA D1 Vice President
(505) 917-5929

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AND THE CITY OF ALBUQUERQUE REGARDING CHANGING OF WORK
SCHEDULE / FORCE HIRE**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the City of Albuquerque ("City") and the International Association of Fire Fighters ("IAFF") LOCAL 244 (the City and the Union are collectively referred to as the "Parties").

WHEREAS, the Union is the exclusive bargaining representative for the employees covered by this MOU;

WHEREAS, the Parties have entered into a Collective Bargaining Agreement ("CBA") effective from July 1, 2024 until June 30, 2027;

WHEREAS, the Parties are required by law to abide by the terms of the CBA until a successor agreement is reached;

WHEREAS, the terms of the CBA allow the Parties to enter into written Memoranda of Understanding (MOUs) during the term of the CBA;

WHEREAS, the parties agree that preserving seniority is a foundational component in the fire service and should be protected;

WHEREAS, the parties recognize that having an annual station bid process provides firefighters with a consistent assignment to an apparatus based on their contractually defined seniority;

WHEREAS, the parties agree that having a department that job shares and provides firefighters as many opportunities as possible for varying assignments is productive to service delivery and firefighter morale while maintaining firefighter safety;

WHEREAS, the parties agree that providing at least two Paramedics on critical emergency response is best practice for service delivery;

WHEREAS, the parties agree that the current model of providing two ALS (advanced life support) trained firefighters on transport capable units should be preserved and expanded upon;

WHEREAS, the parties recognize that ALS expansion (providing ALS care from Engine apparatus as well as Rescue apparatus in tandem) is a mutual goal in advancing the services provided by Albuquerque Fire Rescue;

WHEREAS, the parties recognize that this mutual goal of providing ALS expansion from Engine apparatus as well as Rescue apparatus in tandem, will take time and resources, and should be executed in steps.

NOW, THEREFORE, the Parties agree to the following:

- I. TERM OF MOU.** This MOU shall remain in full force and effect for the duration of the current CBA and that the provisions in this MOU shall be adopted in the subsequent CBA.
- II. EFFECTIVE DATE.** The Parties agree that, so long as both Parties sign this MOU, the “effective date” is the date that the last Party executes this MOU.
- III. TERMS.**
 - 1. The Parties agree that an annual bid will be executed mutually by the Fire Chief and Union President or their designees. This Bid will allow members to bid to designated positions on apparatus based on their rank, seniority and EMS licensure.
 - 2. The parties agree that 2 stations be identified every year to be expanded on their model of service delivery. The model will strive to maintain two ALS level firefighters on transport capable units while also providing a minimum of one ALS level firefighter on the engine apparatus responding from the same station.
 - 3. The parties agree, if resources allow, that this process will begin on execution of this MOU and agree to meet annually to assess resource availability and identify which 2 stations will be next to expand to this model of service delivery.
- IV. FREELY AND VOLUNTARILY ENTERED.** This MOU has been entered into freely and voluntarily between the Parties, based on their own judgment, knowledge, and information without relying on any promise or understanding except as expressly provided herein.
- V. MOU CREATES NO THIRD-PARTY BENEFITS.** By entering into this MOU, the Parties do not intend to create any right, title, or interest in or for the benefit of any person other than the Parties. No person shall claim any right, title, or interest under this MOU or to seek to enforce this MOU as a third-party beneficiary of this MOU.
- VI. NO FURTHER AGREEMENT.** This MOU incorporates all the agreements, covenants, and understandings between the parties hereto and all such agreements, covenants, and understandings have been merged into this MOU. This MOU expresses the entire MOU and understanding between the parties. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this MOU.
- VII. SEVERABILITY.** In case any one or more of the provisions contained in this MOU or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

VIII. ELECTRONIC SIGNATURES. The Parties agree that this MOU may be electronically signed and that the electronic signatures appearing on the agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

SIGNATURES TO BEGIN ON NEXT PAGE
THIS AREA INTENTIONALLY LEFT BLANK

**INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS 244**

APPROVED BY:

Miguel Tittmann, President

Date: _____

CITY OF ALBUQUERQUE

APPROVED BY:

Samantha Sengel, Chief Administrative Officer
City of Albuquerque

Date: _____

RECOMMENDED BY:

Ian Stoker, Director,
Human Resources Department

Date: _____

APPROVED AS TO LEGAL FORM:

Lauren Keefe
City Attorney City of Albuquerque

Date: _____

Jaramillo, Emily V.

From: Jaramillo, Emily V.
Sent: Wednesday, November 13, 2024 6:57 PM
To: Miguel Tittmann; Sengel, Samantha
Cc: Sotelo, Christopher M.
Subject: Re: IAFF position

President Tittmann,

Thank you for sending the digital version of the MOU provided yesterday in Labor Management. This helps Fire Administration have a better idea of what the IAFF Local 244 is intending to bargain. Please give us a few days to review the letter sent today and MOU and we will provide a response to your request to bargain by end of business Monday, November 18th at the latest.

Respectfully,

Emily Jaramillo
Fire Chief
Albuquerque Fire Rescue
11500 Sunset Gardens
Albuquerque NM 87121
Tel 505-768-9355 / Cell 505-934-1381



From: Miguel Tittmann <tittmann244@gmail.com>
Sent: Wednesday, November 13, 2024 11:31 AM
To: Sengel, Samantha <ssengel@cabq.gov>
Cc: Jaramillo, Emily V. <evjaramillo@cabq.gov>
Subject: IAFF position

[EXTERNAL] Forward to phishing@cabq.gov and delete if an email causes any concern.

Madam CAO Sengel,

The International Association of Firefighters Local 244 urges your support. Please see referenced letter and attached documents for reference.

Respectfully,

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AND THE CITY OF ALBUQUERQUE REGARDING CHANGING OF WORK
SCHEDULE / FORCE HIRE**

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 - 3. The parties agree, if resources allow, that this process will begin on execution of this MOU and agree to meet annually to assess resource availability and identify which 2 stations will be next to expand to this model of service delivery.
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SIGNATURES TO BEGIN ON NEXT PAGE
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**INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS 244**

APPROVED BY:

Miguel Tittmann, President

Date: _____

CITY OF ALBUQUERQUE

APPROVED BY:

Samantha Sengel, Chief Administrative Officer
City of Albuquerque

Date: _____

RECOMMENDED BY:

Ian Stoker, Director,
Human Resources Department

Date: _____

APPROVED AS TO LEGAL FORM:

Lauren Keefe
City Attorney City of Albuquerque

Date: _____



November 12, 2024

New Mexico EMS Bureau, Bureau Chief Thornton,

On behalf of the Metro Fire Chiefs Association, I am writing to express our concerns regarding the limited training opportunities statewide for fire-based EMS. The number of advanced providers being trained annually is not sufficient to meet the growing needs of our communities, which is creating gaps in coverage and impacting the ability to provide quality emergency medical care for our citizens.

As the demand in New Mexico for highly skilled paramedics rises, ensuring that there are ample training resources and opportunities for advanced education is essential. Unfortunately, we are seeing a concerning trend of fire departments not being able to have our training needs met by the institutions that are regulating the courses. This shortfall is placing additional burdens on existing staff and making strategic planning for fire departments difficult.

To address this pressing issue, we respectfully request that the Metro Fire Chiefs Association be granted an official position with the Joint Organization on Education in Emergency Medical Services (JOE). Our involvement would allow us to contribute insights and advocate for necessary changes to improve training accessibility and standards. Additionally, we believe an evaluation of the JOE's authority with the EMS Bureau is necessary as they are not currently meeting the needs of fire-based EMS across the state. Clarifying and potentially expanding the scope of the JOE's influence would enable a more strategic approach to addressing the training and staffing challenge our fire departments are facing.

Our goal is to work collaboratively with the EMS Bureau to ensure that our firefighters receive the advanced training that we need, enabling our departments to deliver the highest quality of care in a very challenged system. We believe that by securing a formal role within the JOE and reevaluating its authority, we can contribute to meaningful, sustainable improvements in our systems of care in communities across New Mexico.

Thank you for considering these requests. We look forward to the opportunity to discuss these issues further and work together toward a solution that supports both the staffing and operations of our departments and the residents of our state.

Sincerely,


Greg Perez (Nov 12, 2024 07:52 MST)

Greg Perez,
Fire Chief, Bernalillo County Fire and Rescue
Chair, Metro Fire Chiefs Association

Jaramillo, Emily V.

From: Sotelo, Christopher M.
Sent: Tuesday, November 26, 2024 8:53 AM
To: Miguel Tittmann
Cc: Jaramillo, Emily V.; Sengel, Samantha; Gonzalez, Catherine; Smalls, Tasha S
Subject: Response to Request to Bargain
Attachments: Response to Request to Bargain.pdf

Importance: High

General President Tittmann,

Attached is Fire Administrations' response to request to bargain.

Respectfully,

Christopher Sotelo
Deputy Chief of Human Resources
Albuquerque Fire Rescue
11500 Sunset Gardens Rd. SW
Albuquerque, NM 87121
505.768.9305 (w) / 505.934.8704 (c)



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City of Albuquerque

Albuquerque Fire Rescue
Emily V. Jaramillo, Fire Chief



Timothy M. Keller, Mayor

November 26, 2024

TO: Miguel Tittmann, General President, IAFF Local 244
FROM: Christopher Sotelo, Deputy Chief, Human Resources
RE: Request to Re-Open Bargaining

President Tittmann,

Thank you for providing a response to CAO Sengel and Chief Jaramillo. The bullet points that you have identified in the letters are operational decisions and management rights and the effects have been discussed in bargaining both for the operational changes made during the implementation of Stations 2 and 3 and during bargaining for the current contract.

After the pay structure for intermediates and paramedics was bargained into the CBA, Fire Administration is moving forward with the implementation of operational changes that will not only allow for flexibility for our members, but also enhance AFR's EMS service delivery. We also listened to the many members and Eboard members who participated in Chief's meetings, including yourself, when you asked in the third session for a more gradual roll out of the 2/3 model with less stations, utilization of the paramedic Captains, and utilization of the Intermediates. Because the effects of this was discussed and addressed in recent bargaining, management does not agree to your request to re-open bargaining with a negotiator just a few months after the contract was bargained. However, we also believe that it is critical for labor and management to meet as soon as possible.

Fire Administration wants to ensure that labor helps determine the best process for firefighters to bid into the positions management has designated for paramedics and intermediates; we currently have three options that we believe respect seniority that we would like to discuss with labor. We have also identified an intermediate training program to be held at the AFR Academy in August and would like to discuss the selection process for members to attend intermediate training with labor.

We understand that this is a holiday week, but administration is available to any time this week or next week. Please let us know when you are available so I can schedule it. We look forward to sitting down to iron out the remaining items needed to implement these changes in the next bid.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AND THE CITY OF ALBUQUERQUE REGARDING EXPANSION OF SERVICE
DELIVERY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the City of Albuquerque (“City”) and the International Association of Fire Fighters (“IAFF”) LOCAL 244 (the City and the Union are collectively referred to as the “Parties”).

WHEREAS, the Union is the exclusive bargaining representative for the employees covered by this MOU;

WHEREAS, the Parties have entered into a Collective Bargaining Agreement (“CBA”) effective from July 1, 2024 until June 30, 2027;

WHEREAS, the Parties are required by law to abide by the terms of the CBA until a successor agreement is reached;

WHEREAS, the terms of the CBA allow the Parties to enter into written Memoranda of Understanding (MOUs) during the term of the CBA;

WHEREAS, the Parties agree that it is in the best interest of the public to make decisions that are efficient while using existing resources to provide expansion of services and improve access to critical care

WHEREAS, the Parties agree that preserving seniority is a foundational component in the fire service and should be protected;

WHEREAS, the Parties agree that management holds the right of assignment and this right should be protected;

WHEREAS, the Parties recognize that having a station bid process provides firefighters with a consistent assignment to an apparatus;

WHEREAS, the Parties agree that having a department that job shares and provides firefighters as many opportunities as possible for varying assignments is productive to service delivery and firefighter morale while maintaining firefighter safety;

WHEREAS, the Parties agree that providing advanced EMS providers on critical emergency response is best practice for service delivery;

WHEREAS, the Parties agree that providing two ALS (advanced life support) trained firefighters on any fire apparatus is ideal, if resources allow;

WHEREAS, the Parties recognize that ALS expansion (providing ALS care from Engine apparatus as well as Rescue apparatus in tandem) is a mutual goal in advancing the services provided by Albuquerque Fire Rescue, if resources allow;

WHEREAS, the Parties recognize that this mutual goal of providing ALS expansion from Engine apparatus as well as Rescue apparatus should be completed in tandem and is contingent of available resources.

NOW, THEREFORE, the Parties agree to the following:

- I. TERM OF MOU.** This MOU shall remain in full force and effect for the duration of the current CBA and expires if not incorporated into any subsequent CBA. The Parties further agree that the terms of this MOU do not apply to the 2025 bid.
- II. EFFECTIVE DATE.** The Parties agree that, so long as both Parties sign this MOU, the “effective date” is the date that the last Party executes this MOU.
- III. TERMS.**
 1. The Parties agree that station bids will be executed by the Fire Chief. Station bids will allow members to bid to designated positions on apparatus based on their rank, seniority, and EMS licensure. The Fire Chief will discuss with labor the process for seniority-based station bids no less than sixty (60) days prior to announcing the station bid process. Management will maintain the right of assignment and have final discretion and authority to determine the bid process to be utilized and implement the same.
 2. The Parties agree that management will determine additional stations for ALS expansion based on EMS data to enhance service delivery to the public. This will be discussed with labor no less than sixty (60) days prior to announcing the station bid process. Management will maintain the right of assignment and have final discretion and decision authority of the stations selected for ALS expansion.
 3. The Parties agree that minimum staffing on a transport capable unit includes one Paramedic and maximum staffing on a transport capable unit includes two Paramedics.
 4. The Parties agree that, if resources allow, Intermediates will be incorporated into the ALS expansion plan in an effort to build advanced provider resources at each station.
 5. The Parties agree that, if more than three Paramedics are assigned to one station, and total staffing levels and resources allow, an effort will be made to assign two Paramedics to the transport capable unit.
 6. Parties agree that nothing in this MOU shall be interpreted as a waiver of any management rights held by AFR management or the City, and the Parties further agree that management retains the right to exercise those rights should the operational needs of the department change.

- IV. FREELY AND VOLUNTARILY ENTERED.** This MOU has been entered into freely and voluntarily between the Parties, based on their own judgment, knowledge, and information without relying on any promise or understanding except as expressly provided herein.
- V. MOU CREATES NO THIRD-PARTY BENEFITS.** By entering into this MOU, the Parties do not intend to create any right, title, or interest in or for the benefit of any person other than the Parties. No person shall claim any right, title, or interest under this MOU or to seek to enforce this MOU as a third-party beneficiary of this MOU.
- VI. NO FURTHER AGREEMENT.** This MOU incorporates all the agreements, covenants, and understandings between the parties hereto and all such agreements, covenants, and understandings have been merged into this MOU. This MOU expresses the entire MOU and understanding between the parties. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this MOU.
- VII. SEVERABILITY.** In case any one or more of the provisions contained in this MOU or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.
- VIII. ELECTRONIC SIGNATURES.** The Parties agree that this MOU may be electronically signed and that the electronic signatures appearing on the agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

SIGNATURES TO BEGIN ON NEXT PAGE
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**INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS 244**

APPROVED BY:

Miguel Tittmann, President

Date: _____

CITY OF ALBUQUERQUE

APPROVED BY:

Samantha Sengel, Chief Administrative Officer
City of Albuquerque

Date: _____

RECOMMENDED BY:

Ian Stoker, Director,
Human Resources Department

Date: _____

APPROVED AS TO LEGAL FORM:

Lauren Keefe
City Attorney City of Albuquerque

Date: _____

ALBUQUERQUE FIRE RESCUE	AFR Operational Changes/Bid Updates
INFORMATIONAL MEMO	Number 318 Date 12/17/2024 Page 1 of 2

In an effort to allow members to begin to plan for station bids, Fire Administration is providing an update about the forthcoming bid process scheduled for February 2025.

As a reminder, AFR will be implementing the following changes in the 2025 bid cycle:

1. At stations 9, 12, 15, and 20, one paramedic will bid to the Engine and one paramedic will bid to the Rescue. The other position on the Rescue will be a BLS/ILS licensed position.
 - At Stations 9 and 20, paramedic captains will be utilized on the Rescue and a paramedic driver will be utilized on the Engine.
 - At stations 12 and 15, paramedic officers, to include 1 captain will bid to the Engine. The Rescue will be staffed with a paramedic driver and a BLS/ILS lieutenant.
 - Stations 2 and 3 will remain in their current staffing models.
 - Backfill into these positions will follow current procedures and Fire Administration request additional input from Labor.

This gradual, data driven approach helps AFR provide an expansion of service delivery in areas of Albuquerque that were identified as benefiting from ALS coverage on Engines. EMS coverage to our residents is enhanced in districts with advanced providers on Engines; if an Engine is on scene of a critical incident without a Rescue or AAS unit, and has an advanced provider, the crew can initiate advanced care while waiting for a transport capable unit. Further, this model starts to gradually allow for more flexibility to rotate units, thus help members maintain and gain experience for both fire suppression and EMS skills. Regardless of what rank/position a member bids into, rotation onto different apparatus will be encouraged.

Gradual implementation will allow members with seniority the option of remaining on traditionally staffed Rescues or at traditionally staffed stations.

No paramedic or suppression positions are being cut; the same number of positions are available for promotions.

Utilizing paramedic captains at Stations 9 and 20 is to address the current staffing challenges at the paramedic lieutenant rank. In future bid cycles, the goal is to have increased numbers of paramedic lieutenant assignments as we train more members as paramedics. Using paramedic captains will ease the burden of support fill and force hiring of paramedic lieutenants until we can build the staffing levels back up.

2. At stations 8, 11, 14, 16, and 22 one firefighter position on each shift will be designated an ILS firefighter position.

ALBUQUERQUE FIRE RESCUE	AFR Operational Changes/Bid Updates
INFORMATIONAL MEMO	Number 318 Date 12/17/2024 Page 2 of 2

These positions were identified based on EMS intervention and transport data, as well as the distance from hospitals and/or distance from next due stations.

Using ILS firefighters at these stations will expand our EMS service delivery. The Engine crew will be able to initiate critical care until the arrival of a transport capable unit. Administration is aware that the 2025 Driver's Exam will likely mean that the total number of intermediate firefighters may change before the bid. These stations will still be identified as stations with ILS Engines at the bids, with one designated ILS firefighter per Engine. With intermediate school planned for August, we can continue to build advanced service in these stations that have the highest need once more firefighters have the training.

3. Administration is also working to streamline how medic units are incorporated into the system and how they are staffed. Medic 3 staffing will remain the same and Medic 5 staffing will change to a BLS/ILS lieutenant and paramedic driver. This change will not only create a similar staffing model on both trucks but help account for paramedic staffing issues. Feedback from personnel related to the types of calls these two apparatus respond to is being evaluated by the EMS Division in an effort to make a decision that helps address overall call volume on our busiest trucks and includes variety for personnel assigned to the apparatus.

Fire Administration has requested input from labor related to the bid process and backfill into these positions identified with the changes. Specialty, Paramedic Captain, and Intermediate Firefighter bids the week of February 10, 2025, station bids the week of February 24, 2025, and projected moves starting March 8, 2025

We understand that there may still be questions from members related to these changes or the station bids and will continue to answer these as they are sent up the chain of command or by making station visits. More information related to station bids and operational changes will be forthcoming. Please send questions or concerns up the chain to your respective Battalion Chief.

Approved by: 
Emily V. Jaramillo, Fire Chief

Jaramillo, Emily V.

From: Miguel Tittmann <tittmann244@gmail.com>
Sent: Thursday, December 19, 2024 2:37 PM
To: Sengel, Samantha; Jaramillo, Emily V.; Gonzalez, Catherine; Smalls, Tasha S; Fred Mowrer; Sotelo, Christopher M.
Cc: Greg Montoya
Subject: IAFF Local 244 MOU
Attachments: AFR BID MOU 2nd draft .pdf

[EXTERNAL] Forward to phishing@cabq.gov and delete if an email causes any concern.

Chief Jaramillo,

After taking a week to go over your MOU response to our MOU proposal, we have a response ready for your consideration.

We feel it necessary to state that memo #318, titled "AFR operational changes/bid updates," is direction by AFR management in direct conflict with bargaining the effects of this staffing change. The very same staffing change that we are currently in the process of negotiating the effects of through an MOU. We believe that this direction is done in bad faith, as there are still many considerations that need to be addressed prior to changing our bid structure and seniority in connection to service delivery changes contrary to what has been done in past practice.

It is clear that it is your belief that you have Management Rights to unilaterally change our working conditions without bargaining the effects. By no means are we challenging management rights set forth in the City of Albuquerque Labor Management Relations Ordinance (LMRO). We do however believe that AFR Management has a Duty to Bargain that is also prescribed in the same LMRO.

This Duty to Bargain is what obligates both parties to come to the table in good faith on behalf of the IAFF Local 244 Firefighters and the citizens that they protect. Please see the attached MOU that we believe is a good faith furthering of this necessary discourse.

As we believe you have left us without option, IAFF Local 244 will file a Prohibitive Practice Claim (PPC) based on the direction outlined in memo #318 unless rescinded.

Respectfully,

Captain Miguel Tittmann
IAFF Local 244 President

NMPFFA D1 Vice President
(505) 917-5929

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AND THE CITY OF ALBUQUERQUE REGARDING EMS SYSTEM DELIVERY
CHANGE AFFECTING ASSIGNMENTS AND BIDS**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the City of Albuquerque (“City”) and the International Association of Fire Fighters (“IAFF”) LOCAL 244 (the City and the Union are collectively referred to as the “Parties”).

WHEREAS, the Union is the exclusive bargaining representative for the employees covered by this MOU;

WHEREAS, the Parties have entered into a Collective Bargaining Agreement (“CBA”) effective from July 1, 2024 until June 30, 2027;

WHEREAS, the Parties are required by law to abide by the terms of the CBA until a successor agreement is reached;

WHEREAS, the terms of the CBA allow the Parties to enter into written Memoranda of Understanding (MOUs) during the term of the CBA;

WHEREAS, the Parties agree that it is in the best interest of the public to make decisions that are efficient while using existing resources to provide expansion of services and improve access to critical care;

WHEREAS, The Parties agree that optimal staffing on a transport capable unit includes two Paramedics and minimum staffing on a transport capable unit includes one Paramedic and one Advanced EMT (EMT-I). When an EMT-B is staffed on a transport capable unit, that apparatus will be defined as atypical and non-preferred staffing consistent with current policy;

WHEREAS, the parties agree that the contractually protected right of seniority is a foundational component in the fire service and should be protected;

WHEREAS, the Parties recognize that having a station bid process provides firefighters with a consistent assignment to an apparatus. During the timeframe outlined in this MOU, the parties will mutually agree whether to have an annual or a bi-annual bid.

WHEREAS, the parties agree that having a department that job shares and provides firefighters as many opportunities as possible for varying assignments is productive to service delivery and firefighter morale while maintaining firefighter safety;

WHEREAS, the parties agree that providing at least two Paramedics on critical emergency response is best practice for service delivery;

WHEREAS, the parties agree that the current model of providing two ALS trained firefighters on transport capable units should be preserved and expanded upon;

WHEREAS, the parties recognize that ALS expansion (providing ALS care from Engine apparatus as well as Rescue apparatus in tandem) is a mutual goal in advancing the services provided by Albuquerque Fire Rescue;

WHEREAS, the parties recognize that this mutual goal of providing ALS expansion from Engine apparatus as well as Rescue apparatus in tandem, will take time and resources, and should be executed in steps.

NOW, THEREFORE, the Parties agree to the following:

- I. TERM OF MOU.** This MOU shall remain in full force and effect for the duration of the current CBA and that the provisions in this MOU shall be adopted in the subsequent CBA.
- II. EFFECTIVE DATE.** The Parties agree that, so long as both Parties sign this MOU, the “effective date” is the date that the last Party executes this MOU.
- III. TERMS.**
 1. The Parties agree that station bids will be executed by the Fire Chief or the Fire Chief’s designee. Station bids will allow members to bid to designated positions on apparatus based on their rank, seniority, and EMS licensure.
 2. The parties agree to meet no less than sixty (60) days prior to announcing any station bid process.
 3. The parties agree that 2 stations be identified every year to be expanded on their model of service delivery. The model will strive to maintain two ALS level firefighters on transport capable units while also providing a minimum of one ALS level firefighter on the engine apparatus responding from the same station. This model will henceforth be called ALS expansion.
 4. The parties agree that this process will begin on execution of this MOU and agree to meet annually, prior to announcement of the bid, to assess resource availability and identify which 2 stations will be next to expand to this model of service delivery. The data that will direct labor and management on the scale of expansion will be based on projected retirements and training/hiring of advanced level EMT’s.
 5. The Parties agree that nothing in this MOU shall be interpreted as a waiver of any management rights held by AFR management or the City, as defined by the Labor Management Labor Relations Ordinance (LMRO) § 3-2-5 **MANAGEMENT RIGHTS**.
 6. The Parties agree that nothing in this MOU shall be interpreted as a waiver of any of Labors rights in regards to Managements obligation as defined in the LMRO § 3-2-8 **DUTY TO BARGAIN**. This duty includes an obligation to confer in good faith with respect to terms and conditions of employment to include working conditions.

- IV. FREELY AND VOLUNTARILY ENTERED.** This MOU has been entered into freely and voluntarily between the Parties, based on their own judgment, knowledge, and information without relying on any promise or understanding except as expressly provided herein.
- V. MOU CREATES NO THIRD-PARTY BENEFITS.** By entering into this MOU, the Parties do not intend to create any right, title, or interest in or for the benefit of any person other than the Parties. No person shall claim any right, title, or interest under this MOU or to seek to enforce this MOU as a third-party beneficiary of this MOU.
- VI. NO FURTHER AGREEMENT.** This MOU incorporates all the agreements, covenants, and understandings between the parties hereto and all such agreements, covenants, and understandings have been merged into this MOU. This MOU expresses the entire MOU and understanding between the parties. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this MOU.
- VII. SEVERABILITY.** In case any one or more of the provisions contained in this MOU or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.
- VIII. ELECTRONIC SIGNATURES.** The Parties agree that this MOU may be electronically signed and that the electronic signatures appearing on the agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

SIGNATURES TO BEGIN ON NEXT PAGE
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**INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS 244**

APPROVED BY:

Miguel Tittmann, President

Date: _____

CITY OF ALBUQUERQUE

APPROVED BY:

Samantha Sengel, Chief Administrative Officer
City of Albuquerque

Date: _____

RECOMMENDED BY:

Ian Stoker, Director,
Human Resources Department

Date: _____

APPROVED AS TO LEGAL FORM:

Lauren Keefe
City Attorney City of Albuquerque

Date: _____

**CITY OF ALBUQUERQUE
LABOR-RELATIONS BOARD**

**INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 244**

Petitioner,
v

Cause. LB 25-04

**CITY OF ALBUQUERQUE, and
ALBUQUERQUE FIRE &
RESCUE DEPARTMENT,**

Respondents.

PROHIBITED PRACTICE COMPLAINT

COMES NOW, the Petitioner, the International Association of Fire Fighters, Local 244 (hereinafter referred to as "L244"), by and through its attorney of record, Frederick M. Mowrer of Sanchez, Mowrer & Desiderio, P.C., and for its Prohibited Practice Complaint, would state as follows:

1. The L244 is recognized by the City of Albuquerque as the exclusive Collective Bargaining Unit for its members concerning working conditions, economic matters, and Union security.
2. The L244 membership consists of firefighters employed by the L244 from the rank of Battalion Chief down.
3. The L244 and the City, beginning in the mid-1970s, have entered into a series of Collective Bargaining Agreements ("CBA") concerning working conditions, economic matters, and the job security of the members of L244.
4. The most recent CBA was executed on July 1, 2024 and expires on June 30, 2027.
5. The above-referenced CBA is applicable to members of the L244, their working conditions, and benefits.
6. The City and Department, by executing the above-referenced CBA, recognizes the employment and contractual rights of the membership of L244.

7. The CBA presently in effect between the parties hereto was executed to address and secure conditions of employment, to include the working conditions of members, seniority and the bidding process.
8. Upon information and belief of L244, the Department has recently implemented a new policy changing the staffing of EMT-Paramedic and EMT-Intermediate fire fighters in specific department apparatus and displacing currently assigned EMT-Basic Firefighters.
9. Upon information and belief of L244, the Department has implemented this new staffing program for Rescue and Engine apparatus without negotiating the specific terms of bidding, staffing, seniority, assignment and working schedules.
10. Upon information and belief of L244, the City and Department have violated City Rules and Regulations and the CBA by imposing this new program.
11. The CBA Provisions applicable to these violations are Section 14 – Seniority.
12. The CBA Provisions applicable to these violations are Section 15 - Trade Time.
13. The Department’s actions also violate past practices with regard to seniority, bidding, and defining Firefighters assignments.
14. This complaint is filed timely.

WHEREFORE, L244 would pray an Order from the City of Albuquerque Labor-Relations Board finding the City and the Department have committed a prohibited practice by violating the CBA and the City Rules and Regulations, and for an award of attorneys’ fees and costs and such other relief as the Board may find appropriate.

Respectfully submitted,

SANCHEZ, MOWRER & DESIDERIO, P.C.

/s/ by Frederick M. Mowrer
FREDERICK M. MOWRER
Attorney for Petitioner
115 Eighth Street SW
Post Office Box 1966
Albuquerque, New Mexico 87103
(505) 247-4321
fmowrer@smdlegal.com

**CITY OF ALBUQUERQUE
LABOR RELATIONS BOARD**

**INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 244**

Petitioner,
v

Cause. LB 25-04

**CITY OF ALBUQUERQUE,
ALBUQUERQUE FIRE &
RESCUE DEPARTMENT,**

Respondents.

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 16th day of January, 2025, a true and correct copy of the Complaint for Violation of Contractual Obligations and this Certificate of Mailing was mailed to the following:

D. Limon - dlimon@cabq.gov

Mayor Tim Keller
Office of the Mayor
P.O. Box 1293
Albuquerque, NM 87103

Chief Harold Medina
Albuquerque Police Department
400 Roma NW
Albuquerque, New Mexico 87102

Catherine Gonzalez – cgonzalez@cabq.gov
Evan Crocker – ecrocker@cabq.gov
Andrew Lewis – ajlewis@cabq.gov
Julie Van Dyne – jvandyne@cabq.gov
Assistant City Attorneys
P. O. Box 2248
Albuquerque, New Mexico 87103

[T. Smalls – tsmalls@cabq.gov](mailto:tsmalls@cabq.gov)
[K. Haney – khaney@cabq.gov](mailto:khaney@cabq.gov)

s/ by Frederick M. Mowrer
Frederick M. Mowrer

Jaramillo, Emily V.

From: Miguel Tittmann <tittmann244@gmail.com>
Sent: Friday, February 7, 2025 11:16 AM
To: Jaramillo, Emily V.
Cc: Greg Montoya; Sotelo, Christopher M.; Melek, Jimmy A.
Subject: Re: Meeting Request
Attachments: IAFF L244 2015.pdf

[EXTERNAL] Forward to phishing@cabq.gov and delete if an email causes any concern.

Chief,

Looking forward to meeting on Monday. To be clear, your bargaining in good faith ended when this unilateral imposed change was implemented without IAFF input. The current contract fails to reference our Bids anywhere in it. You have failed to bargain in good faith with us when unilaterally changing our bids without us.

Best,

Captain Miguel Tittmann
IAFF Local 244 President
NMPFFA D1 Vice President
(505) 917-5929

On Feb 7, 2025, at 9:29 AM, Jaramillo, Emily V. <evjaramillo@cabq.gov> wrote:

President Tittmann,

Thank you for the quick response. Fire Administration has been bargaining in good faith as well related to these operational changes for several years, as documented in several areas including MOUs and the support and ratification of the current contract. We look forward to meeting with you Monday at fire administration at 0900.

Thank you,

Emily Jaramillo
Fire Chief
Albuquerque Fire Rescue
11500 Sunset Gardens
Albuquerque NM 87121
Tel 505-768-9355 / Cell 505-934-1381
<Outlook-AFR Maltes.png>

From: Miguel Tittmann <tittmann244@gmail.com>
Sent: Friday, February 7, 2025 9:03 AM
To: Jaramillo, Emily V. <evjaramillo@cabq.gov>

Cc: Greg Montoya <Gimontoya13@gmail.com>; Sotelo, Christopher M. <csotelo@cabq.gov>; Melek, Jimmy A. <jimelek@cabq.gov>
Subject: Re: Meeting Request

[EXTERNAL] Forward to phishing@cabq.gov and delete if an email causes any concern.

Chief Jaramillo,

As you are aware, the 2025 bid will begin under protest from IAFF Local 244 and we will re-file a PPC as soon as it begins on Thursday. The resistance you refer to is the result of management's stance that there will be no form of bargaining associated with this operational change connected to how our bids have been executed in past practice. We have made multiple attempts to formally, informally, and effects bargain the 2025 bid connected to your unilateral forced operational change with minimal success.

As IAFF has always done in good faith, we are willing to meet to discuss any all all issues to do with our members working conditions and do so without wavering any of our rights set forth by the NM PEBA and COA LMRO.

We are available Monday morning at 9am.

Respectfully,

Captain Miguel Tittmann
IAFF Local 244 President
NMPFFA D1 Vice President
(505) 917-5929

On Feb 6, 2025, at 10:39 AM, Jaramillo, Emily V. <evjaramillo@cabq.gov> wrote:

President Tittmann,

As you are aware, the 2025 bids will begin next week. Administration would like to discuss several topics related to operations; however, attempts we have made for these discussions have been met with resistance to discuss anything outside of formal bargaining. Administration is hoping that labor is willing to schedule a time to meet to discuss department operations, and should a topic come up that may need to be bargained we can address those issues at another time. Please let us know when labor is available to meet.

Respectfully,

Emily Jaramillo
Fire Chief
Albuquerque Fire Rescue
11500 Sunset Gardens
Albuquerque NM 87121
Tel 505-768-9355 / Cell 505-934-1381
<Outlook-AFR Maltes.png>

Jaramillo, Emily V.

From: Montoya, Gregory J.
Sent: Wednesday, February 19, 2025 2:08 PM
To: Melek, Jimmy A.
Cc: Jaramillo, Emily V.; Sotelo, Christopher M.; Tittmann, Miguel B.
Subject: Re: Follow-up on 2025 Specialty Bids

DC Melek,

Thank you for your communication. I would like to clear up some inaccuracies, based on your Emails below.

Per our initial conversation you told me how you were planning to address the issue with the lack of specialty qualified individuals. In no way should our conversation negate administrations obligation to follow their own policy as well as the contractual obligated seniority parameters defined in the CBA. As I stated in the Email this was done on the previous bid, however, the circumstances were completely different. There were 2 spots available and we had members identified to force into those positions, rather, we did we would allow those individuals who were currently assigned, with an open task book, and had the seniority, to fill those vacancies. This bid, due to proposed staffing changes by administration, and the increase in floating positions the effects were exasperated by this decision. The members were not notified of this change prior to the bid, seniority was completely disregarded, which is not consistent with what was done last bid cycle.

Since these staffing changes were first proposed Local 244 officially requested to bargain the effects of these changes, which fell on the deaf ears of administration. We were not included on discussing how these changes would effect our members, and you are now dealing with aftermath of that choice. I showed up on the first day of bids as show of good faith to be there to address any issues and conflicts that would arise due to violations of seniority and any other contractual obligations pertaining to the CBA. The union representative for the bid process has only ever been there for that issue primarily, not to make arrangement's that violate administrative policy. The input I gave you was my personal opinion and should be regarded as such. The process on how the bid is implemented is dictated by policy and is administrations cross to bear. I don't feel it is fair to represent a conversation you and I had to justify the decisions you have to make as the Deputy Chief of Operations.

Lastly, I would like to say Local 244 would be more than willing to collaborate with administration through a fair and good faith negotiation, which would be the best for interests of our members and their wellbeing.

Respectfully,

Captain Gregory Montoya
IAFF Local 244 Vice President
Albuquerque Fire Rescue
11500 Sunset Gardens Rd. SW
Albuquerque, NM 87121
505-917-4064



Confidentiality Notice:

This e-mail, including all attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited unless specifically provided under the New Mexico Inspection of Public Records Act. If you are not the intended recipient, please contact the sender and destroy all copies of this message

From: Melek, Jimmy A. <jmelek@cabq.gov>
Sent: Wednesday, February 19, 2025 12:03 PM
To: Montoya, Gregory J. <gregorym@cabq.gov>
Cc: Jaramillo, Emily V. <evjaramillo@cabq.gov>; Sotelo, Christopher M. <csotelo@cabq.gov>
Subject: Follow-up on 2025 Specialty Bids

VP Montoya,

I am emailing to follow up on our conversation this morning regarding the 2025 Specialty Bids and want to ensure we have a shared understanding of the conversation.

Both AFR Administration and Local IAFF 244 initially agreed to allow personnel with open taskbooks to bid on specialty station positions during the specialty bids last week. As you are aware, this was also the process that we agreed upon for the 2023 bid. We now recognize the unintended consequences of this decision, particularly given the multiple complaints both labor and management have received.

This morning, I proposed three potential solutions to you. After I explained the potential solutions I asked if you had any other possible solutions and asked for your feedback. You indicated to me that labor would no longer collaborate with us on resolving this issue, leaving the decision to AFR Administration. I then asked about the nature of the majority of complaints you have received to help determine the best course of action. You confirmed that the primary concern is that allowing personnel with open taskbooks to bid violates the bid policy, bypasses seniority, and reduces opportunities for other personnel to bid for positions. I shared that AFR Administration has received similar complaints. We agreed that the best solution is to follow the Bid Policy and remove personnel who bid with open taskbooks from the 2025 Specialty Bids. However, you also indicated that Local IAFF 244 will not officially recommend or support this decision.

In addition, I want to include we also discussed the importance of doing what is best for our personnel and need for AFR Administration and the Local IAFF to collaborate to address issues and protect the interests of our personnel for their wellbeing.

I appreciate your time this morning and please let me know if any part of this summary is inaccurate or incomplete.

Thank you,

Jimmy Melek
Deputy Chief of Operations

Albuquerque Fire Rescue

11500 Sunset Gardens SW

Albuquerque, NM 87121

Office 505-768-9301 / Mobile 505-934-3064



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From: Montoya, Gregory J. <gregorym@cabq.gov>

Sent: Friday, February 14, 2025 11:36 AM

To: Melek, Jimmy A. <jmelek@cabq.gov>

Cc: Jaramillo, Emily V. <evjaramillo@cabq.gov>; Montoya, Gregory J. <gregorym@cabq.gov>; Sotelo, Christopher M. <csotelo@cabq.gov>

Subject: Re: 2025 Specialty Bids

DC Melek,

This is consistent with what we did last year. I agree, it better for the member, crews and specialty to have some who wants to be there rather than forcing a member to fill a 2 yr bid cycle.

Respectfully,

VP Montoya

On Feb 14, 2025 10:52 AM, "Melek, Jimmy A." <jmelek@cabq.gov> wrote:

I'm sending this email to ensure our discussions have been clearly communicated and understood. To help avoid forcing personnel with necessary specialty training into specialty positions, we will allow personnel with open taskbooks to accept positions at specialty stations, provided they receive approval from the specialty coordinator and commit to obtaining the required training level as soon as possible. If there are any delays or issues with completing the necessary training, these personnel can be replaced by others who are qualified. Please let me know if you have any questions or need further clarification.

Thank you,

Jimmy Melek

Deputy Chief of Operations

Albuquerque Fire Rescue

11500 Sunset Gardens SW

Albuquerque, NM 87121

Office 505-768-9301 / Mobile 505-934-3064



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CITY of ALBUQUERQUE

TWENTY SIXTH COUNCIL

COUNCIL BILL NO. R-25-122 ENACTMENT NO. _____

SPONSORED BY: Dan Lewis, Joaquín Baca

1 RESOLUTION

2 Establishing minimum staffing requirements for Albuquerque Fire Rescue,
3 Rescue Apparatus.

4 WHEREAS, Albuquerque Fire Rescue has a proud tradition of providing
5 excellent emergency response services to the citizens and visitors of the City
6 of Albuquerque; and

7 WHEREAS, Albuquerque Fire Rescue operates a triaged response that
8 prioritizes paramedics for emergency medical calls rather than non-patient
9 related emergencies; and

10 WHEREAS, prompt and coordinated care is essential for maximizing
11 positive patient outcomes in medical emergencies, especially heart attacks,
12 trauma-related incidents requiring immediate transport, and multi-casualty
13 accidents; and

14 WHEREAS, two paramedic Rescue apparatus provide a higher standard of
15 care, particularly in complex medical emergencies, by reducing treatment
16 delays, improving patient monitoring, and enhancing on-scene decision
17 making; and

18 WHEREAS, two paramedics working in tandem and responding on the
19 same apparatus provide increased crew cohesion, checks and balances for
20 complex EMS protocol interpretation, leading to increased positive patient
21 outcomes and ultimately saving lives; and

22 WHEREAS, Albuquerque Fire Rescue's two paramedic Rescue apparatus
23 system offers beneficial professional mentorship and peer support to
24 paramedics new and old; and

25 WHEREAS, the City of Albuquerque has repeatedly fought trends to
26 diminish and dilute service delivery to constituents; and

1 WHEREAS, the City of Albuquerque has a responsibility to prioritize public
2 health and safety by ensuring its emergency medical services are equipped to
3 effectively respond to life-threatening situations, and deploying two
4 paramedics on rescues significantly improves service delivery and patient
5 care outcomes; and

6 WHEREAS, the City of Albuquerque is committed to supporting the efforts
7 of our firefighters to provide our citizens and visitors with the best possible
8 service in the most efficient and effective manner, and to provide our
9 firefighters with a reasonable level of safety while performing their assigned
10 duties.

11 BE IT RESOLVED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF
12 ALBUQUERQUE:

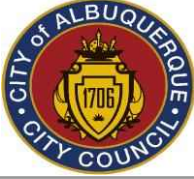
13 Section 1. That, with the exception of temporary exigencies or
14 emergencies, as determined by the Chief, the City of Albuquerque will
15 continue the policy and practice of staffing rank-specific firefighters to all
16 Engine apparatus with a minimum of four (4) firefighters, Rescue apparatus
17 with a minimum of two (2) paramedic firefighters, Ladder apparatus with a
18 minimum of three (3) firefighters, Hazardous Materials Squads with a minimum
19 of two (2) firefighters, Heavy Technical Rescue Squads with a minimum of four
20 (4) firefighters, Quality Assurance Units with one firefighter, and Battalion
21 Commander Units with one (1) firefighter.

22 Section 2. The City of Albuquerque will continue to staff firefighters in the
23 Fire Marshal's Office, Arson Investigation Division, Communications and
24 Dispatch Division, and Training Division with adequate staffing levels.

25 Section 3. That as the size of the City and call volume for Albuquerque Fire
26 Rescue increases thereafter, the City of Albuquerque shall increase the
27 number of apparatus with categorical staffing levels maintained, and increase
28 firefighter staffing levels of the Fire Marshal's Office, Arson Investigation
29 Division, Communications and Dispatch Division, and Training Division.

30 Section 4. That in the event of staffing modifications recommended by the
31 Chief, the City of Albuquerque and Albuquerque Area Fire Fighters IAFF Local
32 244 must meet and confer prior to amending.

33



CITY OF ALBUQUERQUE CITY COUNCIL

TO: All Councilors

FROM: Isaac Padilla, Director of Council Services
Kevin Morrow, Deputy Director/General Counsel
Julia Coulloudon, Senior Associate Counsel
Jennifer Brokaw, Associate Director of Budget and Finance
Clarissa Gonzales, Council Financial Manager
Jeff Hertz, Council Special Projects Analyst
Laura Rummler, Council Budget Analyst
Abigail Stiles, Senior Council Policy Analyst
Chris Sylvan, Neighborhood Liaison
Dawn Marie Emilio, Policy Analyst
Nathan Molina, Policy Analyst
Matthew Cox, Council Planner

SUBJECT: Staff Write-ups for Council Meeting on Monday, March 3, 2025

DATE: February 28, 2025

8. **CONSENT AGENDA:**

Item A. EC-25-296 Approval of Contract for Forensic Interview Solutions LLC
(Chris Sylvan)

[Consent to Withdraw - Withdrawn by Administration]

Item B. EC-25-297 Mayor's Recommendation of Award for Fiscal Agent Bank
Services & Other Banking Services (Clarissa Gonzales)

Brief Summary: This Executive Communication requests approval for the Mayor's Recommendation of Award for RFP-2024-551-DFA-EV, which is for "Fiscal Agent Bank Services & Other Banking Services." The approval would allow the Department of Finance and Administration to negotiate with Wells Fargo and enter into a new contract for banking services, as the current contract with Wells Fargo expires December 15, 2025. If not approved, the City would need to extend the current contract and undergo a lengthy re-solicitation process.

Analysis: The project is necessary because the City's current contract with Wells Fargo for fiscal agent services expires December 15, 2025, and a new contract is required. The new contract will cover services like safekeeping, depository services, merchant services, and treasury management.

Fiscal Impact: Estimated annual cost is \$150,000, funded by the General Fund. The current FY 2025 budget has allocated \$106,000 for this purpose. Interest and investment earnings could reduce fees. The City can earn interest on deposits, with \$6.1 million earned in FY 2024 from liquidity investments.

Key Dates: Contract End Date of Current Fiscal Agent: December 15, 2025.

Question: How will the \$44k between the estimated annual cost and what is currently budgeted be covered?

Answer: The \$150,000 mentioned is an estimate for the annual fees. City of Albuquerque will not have a definitive number until a contract is finalized with Wells Fargo moving forward.

Item C. EC-25-320 FY25, Quarter 2, Office of the City Clerk IPRA Backlog Reduction Plan Report (Kevin Morrow)

Brief Summary: This EC presents a report of the progress the City Clerk has made to reduce the backlog of IPRA requests that are over 30 days old. The report indicates that there has been a decrease of about 20 such requests in the second quarter of FY 25 from approximately 1150 to approximately 1128. The report also details a 4-part strategy to reduce the number of requests in the backlog.

Analysis: The Clerk's proposed strategy is to: 1) increase staffing levels; 2) reach out to and work with the most frequent requesters; 3) improve the process for responding to requests; and 4) digitize more records to reduce the types of requests, which require manual review and production.

Additionally, the report indicates there's been a 7% reduction in IPRA requests between Q4 of FY24 and Q1 of FY25 but the backlog has been reduced by more than 23%, a significant reduction when compared to the reduction of requests.

Fiscal Impact: None

Key Dates: None

Comments: The report also provides details about the significant increase in IPRA requests received. It says the City received 14,123 requests in FY 24, up from approximately 4500 in 2017. The report also details policy concerns relating to time consuming redaction that are now required by statute and/or case law. The report also details the breakdown of requests by City department. The top three departments were APD with 70% of the requests, Planning with 12% and AFR, which received 5% of IPRA requests.

Item D. EC-25-321 Q2 FY25 ABQ RIDE Quarterly Security Report with APD, ACS, and Metro Security Data (Jeff Hertz)

Brief Summary: The Executive Communication contains a submission of ABQ RIDE's third Quarterly Security Data for Q2 FY/25 as required by O-22-47. The Ordinance requires quarterly statistics reports on calls for service to ABQ RIDE motorcoaches, Sun Van paratransit vehicles, and the bus stops and stations of the City of Albuquerque Transit Department. The EC contains comprehensive security data tables required by O-22-47 and includes ABQ RIDE security data and incident reports from the Albuquerque Police Department, Albuquerque Community Safety, and Albuquerque Metro Security. This report includes data from *October through December 2024* (reporting was due February 1, 2025 and was verified by each Department prior to submission).

With this being the *third quarterly security report* submitted to Council, these Departments now have *three* data sets to compare to assess the impact of the Departments' new multi-pronged approach to addressing security issues.

Analysis:

- The EC is the result of an effort by Council to require the City to professionalize its Transit Security Data System. Transit Security data is now collected by Metro Security using a CAD dispatching and security reporting software to create call data bases.
- Per O-22-47, Section C(a)(1-4) each quarterly security data report shall include the following data.
 - Calls for service made to the Metro Security Division, the Albuquerque Police Department, and the Albuquerque Community Safety Department.
 - Categorization of the total number of calls for service by type of incident as classified in the Federal Bureau of Investigation's Uniform Crime Reporting System.
 - Number and types of calls for service by route, including on motorcoaches, paratransit vans, at bus stops and transit facilities. (As noted later in this Analysis section, since many bus stops are servicing multiple routes, this complicates statistics when reporting by route.)
- *Across the three quarterly periods (from April 2024 – December 2024), there has been an overall shift in the way that these three City Departments are responding to security calls (away from Metro and towards APD and ACS).* More specifically, there has been an overall:
 - Increase in Class A and Class B APD Reports (including an increase in APD calls for service at bus stops and facilities).
 - Increase in Class A ACS Reports at bus stop and transit centers)
 - Decrease in Class A and Class B ACS Reports (including an increase in ACS calls for service at bus stops and transit facilities).
 - Decrease in Class A and Class B Metro Reports (including an increase in Metro calls for service at bus stops and facilities).
- More specifically, there has been an:
 - Increase in total calls over each three-month period from 3929 to 7044 (79% increase).
 - Increase in reactive calls over each three-month period from 1526 to 2336 (53% increase).
 - Increase in proactive calls over each three-month period from 2403 to 4708 (96% increase).
 - Increase in Class A APD Reports over each three-month period for activities like vandalism (1 to 8), aggravated assault/battery (3 to 5), and fight in progress (2 to 4).

- Increase in Class B APD Reports over each three-month period for activities like Patrol watch/proactive (557 to 891), onsite suspicious (227 to 1198), and tac plans (7 to 328).
- Increase in Class A ACS Reports at bus stops and transit centers over each three-month period for activities like unsheltered individuals (37 to 52), welfare checks (5 to 8), and wellness checks (17 to 33).
- Decrease in Class A Metro Reports over each three-month period for activities like assault (4 to 3), battery (4 to 2), and narcotics (64 to 12).
- Decrease in Class B Metro Reports over each three-month period for activities like security checks (1846 to 1596), intoxicated (34 to 17), and encampments (11 to 10).
- Increase in events for APD by bus stop (857 to 4317) and facility (259 to 454).
- Increase in events for ACS by bus stop (29 to 54) and transit centers (50 to 59).
- Decrease in events for Metro by bus stop (291 to 80) and facility (2330 to 2024).
- Looking more specifically at the changes in calls for service during this current (third) quarterly reporting period:
 - Total calls per agency from October to December 2024: 1) increased for APD from 1295 to 1798 (but many of these calls are “Proactive” calls that are precautionary before an incident takes place), 2) decreased by more than half for ACS (from 51 to 21), and 3) decreased from 840 to 621 for Metro.
 - From October to December 2024, total monthly proactive calls across all agencies increased from 1447 to 1831. Total monthly reactive calls across all agencies decreased from 739 to 609.
 - APD Class A calls for service related to the following types of calls decreased from October to December 2024: Vandalism (from 3 to 2), Aggravated Assault/Battery (from 3 to 1), Fight in Progress (from 2 to 1), Sex Offense (from 1 to 0), Narcotics (from 1 to 0).

Fiscal Impact: The Cover Analysis for this EC indicated that there is no direct additional cost to the City associated with this EC. It should be noted, however, that the City Council and Administration jointly sponsored the creation of a 24/7 Metro Security Communications Center with eight FTEs and CAD/RMS with a three-fold intent: increase officer safety, improve response time/efficiency and improved data collection. *At the time that the second quarterly report was submitted to Council, Transit had not purchased any additional software or increased personnel. Council staff reached out to Transit to get an update on this as part of the third quarterly report but has not yet heard back.*

Key Dates:

- Per O-22-47, the Transit Department is required to submit security reports to Council on a quarterly basis starting the 4th quarter of FY24. The reporting periods and reporting deadlines for all four of the quarterly reports are as follows:
 - EC-24-193 was the first quarterly security report submitted to Council and accounted for April, May, and June 2024. The reporting deadline was August 1, 2024.
 - EC-24-257 was the second quarterly security report submitted to Council

and accounted for July, August, and September 2024. The reporting deadline was November 1, 2024.

- EC-25-321 is the third quarterly security report submitted to Council and accounts for October, November, and December 2024. The reporting deadline was February 1, 2025.

- The fourth quarterly security report submitted to Council will account for January, February, and March 2025. The reporting deadline will be May 1, 2025.

Comments:

- It was reported that APD and ACS do not yet supply bus data, but it appears that this will be done in the future.

Questions and Answers: While working on this writeup, Council staff followed up with Transit with the following questions listed below. Transit responded on 2/27 with the following answers (in italics):

- To follow up on the question initially posed from the second quarterly report, what efforts are underway to address the duplication in data reporting between Transit, APD and Metro Security?

- *ABQ RIDE is in the process of creating a Transit Safety and Security Analysis Coordinator that will be responsible for the collection of all ABQ RIDE, APD, ACS, and Metro Security Data. In addition to collecting the data, this position will also develop one single report to be used for decision making and trend analysis.*

- To follow up on the question initially posed from the second quarterly report, are there any updates on the status of purchasing additional software or increasing personnel (per the Council and Administration's jointly sponsored creation of a 24/7 Metro Security Communications Center with 8 FTE's and CAD/RMS?)

- *Currently ABQ RIDE relies on APD and Metro to report through their MARC 43 RMS system. At this time ABQ RIDE is not seeking to purchase additional software. In addition to APD Transit Safety Officers (TSO's), ABQ RIDE uses metro at the ATC (6 officers 24/7) as well as Metro Mobile units when TSO's are unavailable. As we continue to increase our TSO position count, both contracted security and Metro security usage should decline, and we will be more reliant on APD reporting.*

- What is the progress of the implementation of the Long-Range Security Plan? Have any of the recommendations included in the Plan been implemented? Are any of the recommendations going to be proposed in the upcoming FY26 Operating Budget?

- *The Long-Range Security Plan study was completed December 31, 2024. Implementation of the study has begun. To date we have created and filled the Community Safety Ambassador, our official title for this position is Volunteer Coordinator, who is in the process of rolling out the ABQ RIDE Ambassador Program to launch in April 2025; The department is creating a Safety and Security division within Transit including the Creation of the Transit Safety and Security Oversight Manager and the Transit Safety and Security Analysis Coordinator (we plan to make both of these positions budget neutral). We are continuing to work with Parametrix on the implementation of the Long-Range Security Plan; to include the development of SOP's and streamlining data. For the FY26 operating budget we have requested to move funds from fuel savings to continue funding contracted security, with the intent of fully funding the TSO program while reducing contracted security during FY26.*

Item E. EC-25-322 Mayor's appointment of Mr. James D. Souter to the Metropolitan Parks and Recreation Advisory Board (Dawn Marie Emillio)

Brief Summary: A retired salesman, Jim has a working knowledge of construction as well as experience in developing and controlling budgets. Currently, Jim serves as the president of the Vista Del Norte Alliance, acting as a liaison between the alliance and the City. Jim also represents the alliance as a member of the Council District 4 Coalition. A resident of Council District 4, Mr. James D. Souter will serve the remainder of an unexpired term as the Council District 4 representative; his partial term will expire on September 30, 2025.

Board Description: The Metropolitan Parks & Recreation Advisory Board was established by [City Ordinance § 10-1-2-1](#). This Board is an eleven-member board charged with recommending policies to the Mayor for overall development of the park system. This includes plans for additional parks and recreation facilities involving the joint-use concept with Albuquerque Public Schools and ways and means of financing improvements. Members must be residents of the City and able to attend the monthly meetings.

Current Membership:

Representing	Name	Term	Council District
At Large	Mr. Tony R. Johnson	9/30/2022	3
At Large	Ms. Valerie L. Martinez	9/30/2026	8
Council District 1			
Council District 2	Ms. Julie A. Radoslovich	9/30/2025	2
Council District 3	Dr. Anna N. Nelson	9/30/2025	3
Council District 4			
Council District 5	Mr. John I. Ajie	9/30/2026	5
Council District 6			
Council District 7	Ms. Cynthia D. Serna	9/30/2024	7
Council District 8			
Council District 9	Mrs. Fredrica K. Bergquist	9/30/2025	9

Item F. EC-25-323 Mayor's appointment of Ms. Marie Elizabeth Eszenyi to the Library Advisory Board (Dawn Marie Emillio)

Brief Summary: Marie Eszenyi is an Albuquerque professional with a background in education and advocacy. Originally from the northern Virginia area, Marie Eszenyi graduated with a B.S. in Communication Studies, a B.A. in Philosophy and Religion, and an M.A. in Communication & Advocacy from James Madison University. After teaching at the university level for many years, she entered the business arena - first in insurance providing workers' compensation policies to assist individuals involved in workplace accidents. She is currently an executive board member (Treasurer) for The Children's Hour - a nationally syndicated children's radio program based in Albuquerque and a big sister in the Mentor 2.0 program with Big Brothers and Big Sisters of Central New Mexico.

A resident of Council District 4, Ms. Eszenyi will serve as the District 4 representative; her first term will expire on July 31, 2028.

Board Description: The Library Advisory Board was established [by City Ordinance § 10-6-1](#). The Board acts as a liaison between the community and its government to: keep itself informed of library needs and to serve as a forum for discussion; recommend to the Mayor and County Commissioners policies for overall development to include plans for additional library facilities, and ways and means of financing improvements; and to encourage the greatest use of library facilities and programs. The Board consists of two members appointed by the Mayor, nine appointed by the City Council (one from each district), and four members who are appointed by the County Commissioner.

Current Membership:

Representing	Name	Term	Council District
At Large			
At Large	Mrs. Stephanie W. Tellas	7/31/2025	5
Bernco			
Bernco	Mr. Mitchel Graham	3/26/2026	Non-City Resident
Bernco	Ms. Janet Saiers	4/8/2027	9
Bernco	Ms. Janice Devereaux	5/10/2024	6
Council District 1			
Council District 2	Ms. Julie Henss	7/31/2023	2
Council District 3			
Council District 4			
Council District 5			
Council District 6			
Council District 7	Mr. James F. Pontzer	7/31/2026	7
Council District 8	Mrs. Madelynne A. Johnson	7/31/2026	8
Council District 9	Mrs. Mary E. Moskal	7/31/2024	9
Library Foundation	Ms. Julia Clarke		2

Item G. EC-25-324 Mayor's appointment of Mr. Gabe Gomez to the Arts Board (Dawn Marie Emillio)

Brief Summary: Gabe Gómez's first poetry collection, *The Outer Bands*, won the Andres Montoya Poetry Prize and was published by the University of Notre Dame Press in 2007. The book focuses on his experiences and those affected by Hurricane Katrina. His second collection of poetry, *The Seed Bank*, was published by Mouthfeel Press, who will also publish his third book, *Samsara at Quantum Zeno*, in 2024. He completed his bachelor's degree in creative writing at the College of Santa Fe. He earned a master's degree in fine arts from Saint Mary's College of California. Gabe has taught at institutions such as Tulane University, the University of New Orleans, and the Institute of American Indian Arts. Gabe is pursuing an Executive MBA at the UNM Anderson School of Management, and he is expected to graduate in the Class of 2024. He serves as the Managing Director of Marketing and Communications at the University of New Mexico

Foundation and is the editor-at-large for TABLE Magazine New Mexico, where he covers topics related to food, wine, and New Mexico's cultural heritage. Additionally, Gabe is the President of the American Marketing Association, New Mexico Chapter.

A resident of Council District 4, Mr. Gabe Gomez, will replace Mr. Woody Duncan as the Council District 4 representative; his first term will expire July 31, 2027.

Board Description: Established by [City Ordinance § 10-5-3](#), the central objective of the Albuquerque Arts Board is to “promote and encourage private and public programs to further the development and public awareness of, and interest in, the visual arts and fine crafts and cultural properties.” This eleven-member board includes people widely known for their professional competence and experience in the visual arts, and knowledgeable lay persons. Each member serves a staggered three-year term. The central responsibility of each member is to serve as Board liaison to Artwork Planning Committees. The full Board makes selection recommendations to the Mayor.

Current Membership:

Representing	Name	Term
1. At Large		
2. At Large	Dr. Bernadine M. Hernandez	7/31/2025
3. District 1		
4. District 2	Ms. Cara Gordon Potter	7/31/2025
5. District 3		
6. District 4	Mr. Woody Duncan	7/31/2024
7. District 5		
8. District 6		
9. District 7	Mr. Caleb Ferganchick	7/31/2027
10. District 8	Ms. Charlotte Coulombe Shoenmann	7/31/2024
11. District 9	Ms. Dorothy Stermer	7/31/2023

Item H. EC-25-325 Presentation of FY24 Audit (Jennifer Brokaw)

Brief Summary: Pursuant to Section 6-66-2L NMSA 1978 and the Office of the State Auditor requirements, the NM Department of Finance Local Government Division requires a copy of the governing body’s resolution acknowledging the Fiscal Year 2024 audit findings and accepting management’s responses for correcting the findings.

Analysis: The City of Albuquerque’s Annual Comprehensive Financial Report (ACFR) presents a narrative overview and analysis of the financial activities for the fiscal year ended June 30, 2024. Below are key financial highlights from the report:

- The City’s net position grew by \$88.6 million, reaching \$3.7 billion by fiscal year-end, while the unrestricted net position was \$(689.0) million as of June 30, 2024.
- As of June 30, 2024, the City’s governmental funds had a total fund balance of \$954.1 million, with \$73.4 million available for discretionary spending. (sum of unassigned and assigned fund balance)
- As of June 30, 2024, the General Fund balance was \$95.8 million, with unassigned balance of \$26.7 million, representing 3.4% of total expenditures of \$781.3 million.

- The City's enterprise funds' net position grew by \$42.0 million, reaching \$836.1 million as of June 30, 2024.
- The City's governmental long-term obligations rose by \$139.5 million, driven by a \$147.4 million pension obligation increase, a \$43.7 million rise in bonds and notes payable, offset by decreases of \$5.5 million in claims reserves and \$46.8 million in OPEB obligations.

Fiscal Impact: There is no fiscal impact associated with this EC.

Comments: There were 19 findings noted in the FY/24 Audit. Nine out of the 16 findings noted in FY23 were resolved.

Item I. OC-25-30 Re-Appointment of Joshua Hoffman CFE to the Urban Enhancement Trust Fund Citizens Committee for District 4 (Dawn Marie Emillio)

Brief Summary: Raised in Albuquerque, Joshua Hoffman graduated from La Cueva High School and later from the University of New Mexico with a bachelor's degree in art history. After graduation, Mr. Hoffman moved to London, England, where he earned a master's degree in Contemporary Art History with an emphasis on technology-based art. After living and working in the United Kingdom for three years, he moved with his long-time partner, Elizabeth, to Minneapolis, Minnesota, where he worked as an analyst at Wells Fargo's main campus. Soon after he was married, he moved back to Albuquerque to be closer to family and friends. After nearly a decade of working in various financial and accounting positions and earning several professional certifications, Mr. Hoffman began working for the State of New Mexico as a Certified Fraud Examiner in the Tax Fraud Investigations Division of the Taxation and Revenue Department, where he remains today.

A resident of Council District 4 and currently serving as the UETF's Vice Chair, Mr. Hoffman will represent his District on the committee. His second term will expire on February 1, 2026.

Board Description: The Urban Enhancement Trust Fund (UETF) is a public endowment created by the Albuquerque City Council in 1983. UETF is a two-year program with planning, application, review, and selection process. UETF supports projects that enhance and enrich Arts and Culture for city residents. The [UETF ordinance](#) provides for an eleven-member board called the UETF Board that is responsible for establishing guidelines. The UETF Board, with Staff input, develops criteria for project selection for each two-year granting cycle, and are responsible for reviewing and scoring each proposal.

Current Membership:

Representing	Name	Term
1. At Large	Mr. John "Jerry" Matthews	2/2/2026
2. At Large	Ms. Mary Schmidt	2/1/2026
3. District 1	Mr. Jason Cordova	2/1/2025
4. District 2	Ms. Julia Youngs	2/1/2023

5.	District 3		
6.	District 4	Mr. Joshua Hoffman CFE	2/1/2026
7.	District 5		
8.	District 6	Mr. Stanley Allen	2/1/2024
9.	District 7	Mr. Emanuel Green	2/1/2026
10.	District 8		
11.	District 9		

Item J. R-25-118 Approving The First Amendment To The South Campus Tax Increment Development District Formation Resolution (Council Bill No. F/S R-21-202 / Enactment No. R-2021-072), Regarding TIDD Governance (Rogers) (Julia Coulloudon)

Brief Summary: This resolution proposes to amend the South Campus Tax Increment Development District Formation Resolution to (1) change the composition of the TIDD Governing Body by making the City Councilor for District 6 the default representative of the City Council; and (2) allow all TIDD Board members to designate an alternate person to serve in their absence.

Analysis: The South Campus TIDD Board is currently comprised of five members:

1. A representative of Lobo Development Corporation designated by the Board of Regents;
2. A representative of the University of New Mexico designated by the Board of Regents;
3. A representative of the City Council designated by the Council;
4. A representative of the City Administration designated by the Mayor; and
5. The Secretary of the New Mexico Department of Finance and Administration or the Secretary's designee.

The representative designated by the City Council has previously been the Director of Council Services.

When the TIDD Formation Resolution was first adopted, the TIDD boundaries included areas within two City Council Districts: District 2 and District 6. Following the 2020 US Census and the City's redistricting process, the TIDD falls entirely within the boundaries of District 6. This Resolution proposes to amend the TIDD Governance section of the Formation Resolution to make the City Councilor for District 6 the default member representing the City Council.

This Resolution would also allow any of the five members of the TIDD Board to designate an alternate person to serve in their absence during specified meetings. Any alternate would be permitted to vote the member's proxy on any motions requiring approval.

Fiscal Impact: n/a

Comments: The complete TIDD Formation Resolution can be found here: [F/S R-21-202](#).

Bill History: At FGO on 2/10/2025, this bill received a unanimous “do pass” recommendation and no amendments or substitutes were moved.

13. APPROVALS:

Item A. EC-25-291 Mayor's appointment of Ms. Marie E. Coleman to the Old Town Portal Market Advisory Board (Nathan Molina)

Brief Summary: Ms. Marie Coleman owns Church Street Cafe in Albuquerque and has years of experience in running restaurants. She excels in managing operations, leading staff, and planning finances. Ms. Coleman builds strong community relationships and boosts sales, which has improved customer engagement and service quality. She knows how to plan strategically, control costs, and motivate her team, making her an expert in small business operations.

Ms. Marie Coleman lives in Council District 2 and will take over the role of Merchant/Property Owner representative on the Board, replacing Dr. Sylvia M. Ramos. Her first term will last until June 1, 2027.

Board Description: The Old Town Portal Market Advisory Board was established via Section §13-3-2-7 of the City of Albuquerque Code of Ordinances. The Board advises the Mayor and City Council regarding policies regulating the vendors, issuance of permits, and rules and regulations for the safe administration of §§ 13-3-2-1 et seq. The Old Town Portal Market Advisory Board is comprised of five members, two who are merchants or property owners in Old Town, two who are vendors, and one at large member.

Comments/Questions: None

Current Membership:	Name	Term
1. At Large	Mrs. Dana D. Sherrill	6/1/2025
2. Merchant/Property Owners	Dr. Sylvia M. Ramos	6/1/2024
3. Merchant/Property Owners	Ms. Charlene G. Kalbfell	6/1/2024
4. Vendors	Ms. Marilyn Moquino	6/1/2025
5. Vendors	Mrs. Dagny Townsend	6/1/2026

Item B. EC-25-317 Early Head Start Quarterly Board Report for July 2022 through December 2024 (Abigail Stiles)

Brief Summary: This report is not truly a report, but rather a download of documents of information from the Early Head Start program from July 2022 to December 2024. The collection of documents includes attendance sheets, monthly manager’s reports, meeting minutes from Early Head Start Policy Council Meetings, Monthly Program Information Summaries, caseload and enrollment reports, and monthly center-based and home-based reports.

Analysis: The report’s cover page and analysis indicate the report is required by Council Bill No. O-14-16, however this is incorrect as the Ordinance was amended in 2018 to

completely replace the section in O-14-16 regarding reports by the committee. Council Bill O-14-16 established the Early Head Start Governance Advisory Committee, and O-18-4 later amended its structure, reducing the required members from seven to five and allowing quarterly meetings instead of monthly ones. The updated ordinance also mandated that the committee review quarterly reports prepared by program staff for the Mayor and City Council. These reports were to include summaries of program performance, school readiness progress, enrollment and attendance data, family engagement activities, and financial information, including subsidies from federal, state, and local sources.

No advisory committee has been active since at least 2019. Although quarterly reports for the Early Head Start program were produced until October 2022, there is no indication that the Governance Advisory Committee ever reviewed them.

Past reports generally followed the ordinance's structure, including enrollment updates, summaries of Early Head Start Policy Council meetings (a separate entity from the Governance Advisory Committee), attendance data, financial details, and aggregate performance metrics.

However, the current report lacks quarterly breakdowns, summary information, analysis, or progress indicators. While it includes Policy Council meeting minutes, it does not synthesize the information. Instead, it is merely a collection of documents without meaningful interpretation.

Fiscal Impact: NA

Key Dates: This "report" covers the time from June 2022 to December of 2024.

Comments:

- This EC does not appear to fulfill the requirements of the Early Head Start Program Governance Advisory Committee Ordinance.
- The City's EHS program has faced numerous challenges over the years, leading to the creation of advisory committees and mandated reports. In 2018, reports of substandard facilities and lack of oversight prompted changes to the advisory committee structure and the implementation of quarterly reporting. The program also struggled to retain teachers and students during the height of the COVID-19 pandemic, and those struggles have continued.
- A key challenge has been teacher recruitment and retention. EHS teachers must meet credentialing requirements similar to those of Albuquerque Public Schools (APS) teachers, but legislative increases in public school salaries have made EHS salaries uncompetitive. Additionally, program leaders have noted that many teachers prefer working with toddlers over infants, further complicating hiring efforts. The City's lengthy hiring process has also deterred potential candidates, who often accept other positions before completing the process. As a result, several EHS sites have closed in recent years, with no plans for reopening. The most recent closures include:
 - **Singing Arrow** (2021)
 - **La Mesa** (2022)

- **Western Trail** (2023)
- **MacArthur** (2024)
- A number of non-profits operate successful Early Head Start programs in the City. Should the City review having these non-profits assume the City's Early Head Start program?

Item C. EC-25-318 Request Authorization of Social Service Agreement with Family Endeavors, Inc, d/b/a Endeavors to Provide Recovery-Focused Services to Individuals Overcoming Opioid Use Disorder and co-occurring Substance Use Disorder (Abigail Stiles)

Brief Summary: The City of Albuquerque's Department of Health, Housing, and Homelessness issued **RFP-2025-645-HHH-RM** to secure an operator for the Gateway Recovery Community. Family Endeavors, Inc. was awarded the contract to provide housing and support services for up to 50 single adults in early recovery from substance use disorders. The agreement, funded by opioid settlement funds appropriated through **Resolution R-24-29**, spans up to three years with a potential total of \$8.1 million, including a prorated first-year allocation of \$1.12 million for services from February 1 to June 30, 2025. The department seeks City Council approval for this initiative.

Analysis: This EC outlines an agreement between the City of Albuquerque and Endeavors, a nonprofit organization based in San Antonio, Texas. The agreement focuses on providing recovery-focused shelter services for up to 50 individuals overcoming substance use disorder at the Recovery Gateway micro-community.

Daily services focus on goal setting, coping skills, and stress reduction through group and individual counseling. The micro-community operates 24/7 with at least three shelter care staff per shift. Additional services include intake/discharge coordination, meal distribution, welfare checks, custodial duties, safety monitoring, transportation, and coordination with onsite clinical staff for recovery support. This contract is for site management and care coordination, but the provider will work with other local agencies for substance abuse treatment services.

Fiscal Impact: The known source of funding for this contract, the Opioid Settlement Funds, were appropriated from Fund 201 to HHH's predecessor (the Family and Community Services Department) through R-24-29 which appropriated \$5 million to the project. However, the contract approved through this EC is not to exceed \$8,100,000 over three years, and this does not account for site construction. From the contract quantities it appears that HHH intends to expend more than the \$5,000,000 available from the Opioid funds, but the Department does not in the EC identify how the expenses exceeding \$5 million will be paid.

Key Dates: If this EC is approved, the contractor's services will begin on February 1, 2025, and continue through June 30, 2025. The contract may be extended for up to three years, with the second year running from July 1, 2025, to June 30, 2026, and the third year from July 1, 2026, to June 30, 2027.

Comments:

- In October of 2024 the Administration introduced EC-24-242, which requested authorization of appropriated funds for a social service agreement with Endeavors to provide recovery-focused shelter services to individuals overcoming substance use disorder. Due to questions about procurement, the EC was withdrawn in early December of 2024. Since then, **RFP-2025-645-HHH-RM was solicited and** Endeavors, Inc. was awarded the contract.

- The Gateway to Recovery micro community is located off 3401 Pan American Freeway NE, south of Comanche. Construction for the housing began mid-October.

- This bill passed at FGO on February 10th.

Question:

- What is the estimated cost to renovate the facility that the contractor will occupy?
- What are the fund sources that will be debited to pay for this contract including any construction costs?

14. FINAL ACTIONS:

Item A. O-24-63 Repealing Chapter 11, Article 1, Parts 1 And 2 Related To Nuisance Abatement And Replacing It With A New Nuisance Abatement Ordinance (Grout, by request)
(Matthew Cox)

Brief Summary: This ordinance repeals the existing ordinance and replaces it fully. A large part of this ordinance is making the code more efficient through deletion of unnecessary language and addition of language that speeds up the enforcement process. It also brings in other nuisance and enforcement ordinances such as the noise ordinance, food sanitation, humane and ethical animal rules and treatment, etc. (all found on page 3). This also includes any acts or omissions that would be deemed a public nuisance under common law. In this way, all enforcement ordinances fall under the same general rule, eliminating questions of different enforcement processes.

A major change is the elimination of the Temporary Restraining Order provisions. These provisions were complicated and seldom used. This has been replaced in part by allowing for the closure of a business for up to 30 days by administrative hearing. Temporary restraining orders may still be sought in compliance with the New Mexico Rules of Civil Procedure.

Additionally, the fines were increased from \$200 at the first notification, \$300 at the second notification and \$500 at the third notification, to instead making all violations punishable with a \$500 fine. The fine is required to be paid in 30 days and violators do have a payment plan option if they can demonstrate hardship, low-income status or indigent status.

Analysis: This ordinance defines "Imminent Hazard," which was used in the former code but undefined. Imminent hazards are ones that create an immediate and articulable risk of serious injury or death and allow the City to immediately abate a nuisance without

following the notice provisions. This will help City staff act on dangerous issues immediately.

The ordinance deletes unnecessary definitions like personal property, property, contraband and criminal street gang.

Under Section 11-11-14 Lien for Judgements, it clarifies that the City may initiate the foreclosure process and start the recording with Bernalillo County. The City has always had the ability to start this process, but now this language reaffirms it for clarity purposes.

Fiscal Impact: A FIA was not provided with the ordinance, so it is unclear as to how the fee increase and quicker process will affect the Planning Department or General Fund.

Amendments from Council Meeting 2/3/2025: O-24-63 was amended a number of times at the February 3rd City Council Meeting. The first amendment was to add language that a daily fine of \$500 shall only be imposed in the case of an imminent hazard. Imminent Hazard is defined in the ordinance as “a condition where creates an immediate and articulable risk or serious injury or death to persons in the vicinity.”

The second amendment strikes through the Weed and Litter Ordinance from the list of relevant ordinances within Article 11. The Councilor’s reasoning behind this amendment was to remove the Weed and Litter Ordinance from the list of ordinances that fall under the “Public Nuisance” status if three or more violations occur within 3 months. If someone or their property is deemed a public nuisance that are open to possible jail time.

The third amendment added the language “In no instance shall allowing individuals to camp or store their belongings on private property be deemed a public nuisance,” as well as “No person shall be in violation of this ordinance if the nuisance designation is based solely on allowing individuals to camp or store their belongings on private property.” These amendments were for the purpose of ensuring that Article 11 is not used to criminalize or punish unsheltered members of our community.

Key Dates: The ordinance would go into effect five days after publication.

Comments: This ordinance has no whereas clauses to clarify the purpose of repealing and amendments.

**Item B. O-25-70 C/S Amending Ordinance Chapter 2, Article 6, Part 1
Relating To Public Boards, Commissions, And
Committees (Bassan) (Julia Coulloudon)**

Brief Summary: This bill proposes to create a new Public Boards, Commissions, and Committees Advisory Task Force (“Task Force”) in the City’s existing [Boards and Commissions Ordinance](#). The stated purpose of the Task Force is to ensure effective functioning and governance of all City boards, committees, and commissions by conducting annual reviews of ordinances to ensure they remain relevant, efficient, and responsive to the needs of the City. The Task Force would conduct reviews on a rotating three-year cycle and would provide a report of its findings and recommendations,

including any proposed ordinance amendments, to the City Council and Mayor by December 31 of each year.

At FGO, this bill was substituted and amended. The CS leaves the Task Force portion of the bill unchanged but adds two new components within the Boards and Commissions Ordinance: (1) Procedures for appointments to boards that require a Councilor submit two names to the Mayor and the Mayor selects from the two; and (2) new Decorum, Code of Conduct, and Social Media Policies for all Boards and Commission members.

Analysis:

Task Force: The Task Force would be an advisory board tasked with annually reviewing the City's many Boards, Commissions, and Committees by evaluating their effectiveness, structure, and compliance with current policies. The Task Force would consist of four City employees: two members appointed by the Council and two members appointed by the Mayor. Members would serve two-year terms. The Task Force would review 1/3 of the City's Boards, Commissions, and Committees each year to ensure that each entity is reviewed once every three years. For each entity, the Task Force shall:

1. Review the delegation of powers and legal authority for the entity;
2. Assess the effectiveness, structure, and roles of the entity;
3. Evaluate whether any boards, commissions, or councils should be consolidated, eliminated, or modified;
4. Solicit feedback from City support staff and current members, as needed; and
5. Prepare a report of the Task Force's findings and recommendations, including any proposed ordinance amendments, to the City Council and Mayor by December 31 of each year.

The Task Force must hold its first meeting within 45 days after all appointments have been made, will elect a Chair at its first meeting, and must meet at least once annually. The City Clerk will provide administrative support and resources to the Task Force.

Appointment Procedures: The approved CS added procedures for appointments to boards that require a Councilor submit two names to the Mayor and the Mayor selects the from the two. The CS codifies the existing process where the Mayor notifies Council of vacancy and provides applicants; the Councilor has 60 days to send two recommended names back to the Mayor; then the Mayor has 30 days to pick from the two and recommend them to Council for final advice and consent. The CS adds that if the Councilor fails to submit two names within 60 days, then the Mayor gets to make the appointment, subject to the advice and consent of the Council. The CS also added that if the Councilor doesn't receive more than one applicant from the Mayor's office, and no one else applies for 3 months following the notification of vacancy, then the Councilor can send just one name to the Mayor. An amendment was approved at FGO that reduced this timeframe from 3 months to 45 days. So, if a Councilor only receives one qualified applicant for an open position with a *45-day period*, the Councilor may submit one name to the Mayor and the Mayor shall submit that name to the Council for final advice and consent.

Decorum, Code of Conduct, and Social Media Policies: The approved CS adds a new section that is applicable to all City Boards, Commissions, and Committees regarding

Decorum, Code of Conduct, and Social Media Policies for members. These policies are based on the CPOA Board Policies and Procedures that were approved by the Council last fall ([OC-24-23](#)).

Fiscal Impact: None

Key Dates: The Task Force would conduct reviews on a rotating three-year cycle and would provide a report of its findings and recommendations, including any proposed ordinance amendments, to the City Council and Mayor by December 31 of each year. This bill would go into effect five days after publication by title and general summary.

Bill History: At FGO on 2/10/2025, a Committee Substitute was approved and one amendment to the CS was passed. A Blueline of the amended CS is on OneDrive. FGO voted unanimously to send to the full Council with a recommendation of *Do Pass, as Substituted, as Amended*.

Item C. R-25-116 Adjusting Fiscal Year 2025 Appropriations For The Marijuana Equity And Community Reinvestment Fund 202 (Peña, by request) (Laura Rummier)

Brief Summary: This resolution adjusts Fiscal Year 2025 appropriations by appropriating \$4,020,000 to the Marijuana Equity and Community Reinvestment Fund 202 under the Department of Finance and Administrative Services (DFAS). The fund supports programs aimed at equitable community reinvestment and expanding opportunities for populations historically impacted by marijuana criminalization. While formalizing the appropriation, the resolution lacks detailed implementation strategies or measurable program outcomes.

Analysis: The Marijuana Equity and Community Reinvestment Fund 202 is projected to generate \$4.02 million annually through marijuana tax revenue. This resolution appropriates the projected amount to DFAS.

Ordinance O-23-87, codified as § 4-12, outlines the fund's permissible uses, including drug education, recovery programs, workforce development, technical assistance for small businesses, and re-entry programs for those impacted by marijuana criminalization. Oversight is assigned to DFAS in coordination with the Office of Equity and Inclusion (OEI), with a focus on benefiting disproportionately impacted communities.

The administration provided the following breakdown of allocations for the \$4.02 million:

- Evidence-based drug education, awareness, and prevention programs for youth: \$549,000 (14%).
- Evidence-based substance use treatment for youth, including inpatient detoxification: \$1,271,092 (31%).
- Recovery housing and supportive aftercare: \$179,908 (5%).
- Supplemental income programs & Workforce development/job training: Included in OEI programming (\$2,010,000 total for these and other equity initiatives) (50%).
- Technical assistance for small marijuana business owners: \$0
- Programs for people re-entering after incarceration: \$0

The administration also provided an implementation timeline:

- Guaranteed Income Disbursements to families from Whittier & Carlos Rey Elementary Schools: First payments begin within one month of fund appropriation and continue for three years.
- Job Training ABQ participants to receive funding by June 2025.
- Programs targeting opportunity youth to receive funding by September 2025.
- OEI's Office of Financial Empowerment to oversee implementation and reporting.
- Health, Housing & Homelessness (HHH) will establish or amend contracts to address ordinance-identified needs.

The administration also confirmed that if Fund 202 revenues fall short of projections, programmatic elements will be revised accordingly.

Certain eligible uses under the ordinance, such as technical assistance for small marijuana businesses and re-entry programs for formerly incarcerated individuals, have been left unfunded.

The administration answered by pointing out that the ordinance makes a suggested use of funding, not a requirement, "The list includes small marijuana business owners and people re-entering society after incarceration along with six other items listed. OEI chose to focus on other purposes and related programs on the list... Given the falling price of marijuana and the lower than projected revenues, utilizing these particular funds for technical assistance would not make as great an impact as more upstream interventions to remediate harms caused by the criminalization of marijuana, such as a guaranteed income projects which affect outcomes such as housing, basic need acquisition, and public safety."

The resolution and administrative cover analysis provide limited information on fund distribution or oversight mechanisms. While the ordinance allows flexibility for various programs, the resolution does not specify which initiatives will be prioritized or how success will be measured. The provided cover analysis states, "The appropriation of funds enables City of Albuquerque stakeholders to provide administration and programming to benefit those harmed by marijuana prohibitions," without identifying who these "stakeholders" are. The clarification was provided per questions from Council Staff by the administration's Government Affairs team.

Fiscal Impact: Appropriates \$4,020,000 in projected marijuana tax revenue to Fund 202 for Fiscal Year 2025.

No additional funding sources or fiscal details are provided. The resolution does not specify procedures for handling unspent funds in the event of program delays or underutilization.

Comments: The Finance and Administrative Services Department will oversee fund allocation, with input from the Office of Equity and Inclusion. However, transparency regarding fund distribution and reporting remains unclear.

There is no explanation for why certain eligible program areas under the ordinance such as technical assistance for small marijuana business owners and re-entry programs are receiving no funding.

The administration has confirmed that the Cannabis Equity Tax Guaranteed Income Program will serve families from Whittier & Carlos Rey Elementary Schools, foster care youth aging out of the system, and workforce development participants. The administration provided that MOUs are in place for key stakeholders and contracts are pending appropriation for community organizations.

Committee recommendation: Recommendation of Do Pass.

Questions: Follow-up questions were sent on Monday, Feb. 24, after the FGO meeting. Council Services received the following answers from Government Affairs.

- *Who are the stakeholders listed in the MOUs for the Cannabis Equity Tax Guaranteed Income Program?*
 - Albuquerque Public Schools
 - United Way of North Central New Mexico (UWNCNM)

- *Will the City be issuing contracts for the community organizations administering these programs, or will the Albuquerque Foundation (One Albuquerque Fund) oversee fund distribution?*
 - One Albuquerque will disburse funding to UWNCNM who will serve as fiscal agent for guaranteed income program.

- *What criteria were used to determine the percentage of funding allocated to each program category?*
 - O-23-87 guidance
 - Community input/ Landscape analysis
 - Existing work and CABQ staff capacity

- *Why were no funds allocated to technical assistance for small marijuana business owners or re-entry programs for formerly incarcerated individuals, despite their inclusion in the ordinance?*
 - The ordinance states “The Marijuana Equity and Community Reinvestment Fund may be used for the administration and provision of any or all of the following purposes and related programs...” The list includes small marijuana business owners and people re-entering society after incarceration along with six other items listed. OEI chose to focus on other purposes and related programs on the list.
 - Because there are currently 339 Cannabis Control Division licenses in Albuquerque. Given the falling price of marijuana and the lower than projected revenues, utilizing these particular funds for technical assistance would not make as great an impact as more upstream interventions to remediate harms caused by the criminalization of marijuana, such as a guaranteed income projects which affect outcomes such as housing, basic need acquisition, and public safety.
 - Formerly incarcerated individuals will benefit from the current programming.

- *How will the administration ensure accountability in fund distribution, particularly*

for the guaranteed income program?

- The guaranteed income program will keep accurate record of participants.
- Disbursement of guaranteed income program funding will be facilitated by UWNCNM.
- UWNCNM will deliver monthly and quarterly reports on operational excellence to ensure timely and accurate distribution of funds.
- *If revenue projections fall short, what specific criteria will be used to determine which programs receive reduced funding?*
 - Priority will be given to works in progress and those that support the needs of at-risk youth.

Item D. R-25-122 Establishing minimum staffing requirements for Albuquerque Fire Rescue, Rescue Apparatus (Lewis, Baca) (Jeff Hertz)

[Immediate Action Requested]

Brief Summary: This bill involves an amendment to R-16-41 enacted in 2016, which established minimum staffing requirements for AFR Engine Apparatus, Rescue Apparatus, Ladder Apparatus, Hazardous Materials Squads, Heavy Technical Rescue Squads, Quality Assurance Units, Battalion Commander Units And Support Divisions.

This amendment applies to Rescue Apparatus and is intended to maintain/codify a minimum of two paramedic firefighters per Rescue Apparatus unit, because rescue units that have two firefighters of the highest level of pre-hospital licensure (paramedic) deliver lifesaving aid as swiftly as possible.

This paired paramedic system is a sought-after standard across the country and the City of Albuquerque is able to maintain these same levels of service as other departments across the nation, including departments in Florida, New Jersey, Arizona, and more who also have paired paramedic systems.

This bill is in response to the Administration's proposed change to reduce the number of paramedics on Rescue Apparatus to one paramedic.

There are four directives in this bill and only one amendment (inclusion of the word "paramedic"):

1. With the exception of temporary exigencies or emergencies, as determined by the Chief, the City of Albuquerque will continue the policy and practice of staffing rank-specific firefighters to all Engine apparatus with a minimum of four (4) firefighters, Rescue apparatus with a minimum of two (2) **[paramedic]** firefighters, Ladder apparatus with a minimum of three (3) firefighters, Hazardous Materials Squads with a minimum of two (2) firefighters, Heavy Technical Rescue Squads with a minimum of four (4) firefighters, Quality Assurance Units with one firefighter, and Battalion Commander Units with one (1) firefighter.
2. The City of Albuquerque will continue to staff firefighters in the Fire Marshal's Office, Arson Investigation Division, Communications and Dispatch Division, and Training Division with adequate staffing levels.

3. That as the size of the City and call volume for Albuquerque Fire Rescue increases thereafter, the City of Albuquerque shall increase the number of apparatus with categorical staffing levels maintained, and increase firefighter staffing levels of the Fire Marshal's Office, Arson Investigation Division, Communications and Dispatch Division, and Training Division.

4. That in the event of staffing modifications recommended by the Chief, the City of Albuquerque and Albuquerque Area Fire Fighters IAFF Local 244 must meet and confer prior to amending.

Analysis:

- Residents and visitors of Albuquerque currently receive a two-paramedic response system for emergency medical calls. Removing two-paramedic units in the City is not a new idea, and is something that has been attempted in the past, but has not been widely implemented.

- AFR has a triaged dispatch system, ensuring the right resource goes to the right call. This system prioritizes paramedics to emergency medical dispatches or calls with patients. Non-patient calls are primarily handled by other units in the fleet.

- As a case in point: on a windy night in Albuquerque, an AFR Engine may be dispatched to a downed powerline, keeping the public safe and waiting for PNM to arrive. Common emergencies like these that AFR is responsible for but have no patients, like dumpster fires, would waste the paramedic resource, leaving only one paramedic available for medical events in that area.

- In EMS situations with patients, AFR's triaged dispatch response also helps protect trucks and crews across the city by more evenly spreading out call volume and ensuring appropriate resource allocation. Through triage, just as in most medical settings, AFR can assess what level of care is most likely necessary to resolve a situation – leaving critical infrastructure available for higher severity calls.

- Moving around a same number of paramedics onto different trucks with different functions in the community, in contrast to a methodical triage-based dispatch system, is not an expansion of service - instead, it changes the structure in which the Department ensures delivery of the best service for each call type.

Fiscal Impact: This bill does not have a direct fiscal impact, but if the Administration's proposed change to staffing requirements is implemented, it could impact AFR's internal rank structure, create pay disparities, and other complications.

Key Dates: Firefighters would be moved into this alternate system as early as mid-March if no action is taken. These changes to staffing requirements would impact AFR's operations indefinitely, until further policy or administrative instructions are enacted.

Comments: None

Item E. R-25-124 Amending The Adopted Capital Implementation Program Of The City Of Albuquerque By Supplementing Current Appropriations. Be It Resolved By The Council, The Governing Body Of The City Of Albuquerque (Baca, Sanchez) (Laura Rummler)

[Immediate Action Requested]

Brief Summary: This resolution reallocates \$500,000 in capital funding from the Ken Sanchez Indoor Sports Center to the Albuquerque Rail Trails project.

Analysis: The transfer of funds between these projects is permissible, as both were approved under the 2022 New Mexico Gross Receipts Tax Improvement Revenue Bonds Series. A total of 16 projects were approved by C/S R-22-34 for this series.

Fiscal Impact: This resolution decreases capital funding for the Ken Sanchez Indoor Sports Complex while increasing funding for the Albuquerque Rail Trails project. However, it does not alter the total funding allocated under the 2022 New Mexico GRT Bond.

Comments: This reallocation maintains financial support for the Ken Sanchez Indoor Sports Complex in District 1 while further funding the Rail Trails project in District 2.

Item F. P-25-7 Adopting A Proposition To Be Sent To The Voters At The 2025 Regular Local Election, Proposing To Repeal Article XI, Section 7 Of The Charter Of The City Of Albuquerque Regarding A Public Vote On Performing Arts Center (Baca) (Julia Coulloudon)

Brief Summary: This bill proposes to submit a City Charter amendment question to the voters at the City's regular local election to be held on November 4, 2025. An amendment to the City Charter proposed by the Council must be approved by a vote of a majority of all Councilors plus one (6 votes).

If approved by the Council and the voters, this Charter amendment would repeal a provision that states that before the City can appropriate funds for a performing arts center, a majority of voters must approve the proposed performing arts center in a municipal election.

Analysis: This bill would remove the following text from the City Charter:

~~[Section 7. PUBLIC VOTE ON PERFORMING ARTS CENTER. The city shall not appropriate funds for a performing arts center costing more than ten (10) million dollars without prior approval of a majority of votes cast on the proposed performing arts center in a municipal election. The city may, however, appropriate funds to study, to analyze the feasibility of, and to undertake preliminary design of any such center prior to the election required by this section.]~~

This provision was originally added to the Charter in 1991.

Fiscal Impact: n/a

Key Dates: Article VI, Section 3 of the City Charter requires the Council to hold at least two public hearings prior to its vote on the proposed Charter Amendment. The Council may revise the proposed amendment as a result of suggestions and recommendations made at the first public hearing, but if such a revision is made at the second of the two public hearings, the Council shall hold a third public hearing on the proposed Charter amendment. Any revisions made shall be posted along with the notice of the next meeting after a review by the City Attorney to ensure the summary is still accurate after the revision.

1. The first public hearing was the **February 19, 2025**, City Council meeting. No amendments were made to the bill.
2. The second public hearing will be the **March 3, 2025**, City Council meeting. If no amendments are made to the bill at this meeting, the Council may take a final vote on the bill on March 3. If the bill is amended at this meeting, the Council must defer the bill and hold a third public hearing before final action.

State law requires that ballot question resolutions be submitted to the County Clerk not less than seventy days before the election. (See “companion resolution” R-25-119). P-25-7 and R-25-119 must be approved by the Council no later than August 26, 2025 (70 days before the November 4, 2025, election), including time for required hearings and to resolve any possible veto of the companion resolution.

The State’s Local Election Act, NMSA 1978, Section 1-16-3 provides the following:

B. Whenever a local government ballot question is to be submitted to the voters of a local government on a general election or regular local election ballot, not less than seventy days before the election at which the ballot question is proposed to be submitted to the voters, the local government shall file a resolution proposing the ballot question with the county clerk of each county containing any precinct in which votes may be cast for or against the local government ballot question. Not less than sixty-seven days before the election, each county clerk shall certify the local government ballot question to the secretary of state.

Item G. R-25-119 Adopting A Proposition To Be Submitted To The Voters At The Next Election To Be Held In The City Of Albuquerque Concerning An Amendment To Article XI, Section 7 Of The Albuquerque City Charter; Providing The Form Of The Question And The Designation Clause For Such Question On The Ballot (Baca) (Julia Coulloudon)

Brief Summary: This bill is the “companion resolution” to P-25-7, which proposes an amendment to the City Charter. If P-25-7 is approved by the Council, this Resolution directs the City Clerk to place the proposal on the next regular local election ballot. Voters of the City of Albuquerque will be permitted to vote “for” or “against” the proposition at the November 4, 2025 election.

Analysis: This Resolution is required by State law to implement P-25-7 if it is approved by the Council. When a local government ballot question is to be submitted to the voters, State law requires the local government to file a resolution proposing the ballot question

with the county clerk. This Resolution creates the form of the question and the summary of the Charter Amendment that will be placed on the ballot. This Resolution must mirror the language in P-25-7, including any amendments.

Fiscal Impact: n/a

Key Dates: Article VI, Section 3 of the City Charter requires the Council to hold at least two public hearings prior to its vote on the proposed Charter Amendment. The Council may revise the proposed amendment as a result of suggestions and recommendations made at the first public hearing, but if such a revision is made at the second of the two public hearings, the Council shall hold a third public hearing on the proposed Charter amendment. Any revisions made shall be posted along with the notice of the next meeting after a review by the City Attorney to ensure the summary is still accurate after the revision.

1. The first public hearing was the **February 19, 2025**, City Council meeting. No amendments were made to the bill.
2. The second public hearing will be the **March 3, 2025**, City Council meeting. If no amendments are made to the bill at this meeting, the Council may take a final vote on the bill on March 3. If the bill is amended at this meeting, the Council must defer the bill and hold a third public hearing before final action.

State law requires that ballot question resolutions be submitted to the County Clerk not less than seventy days before the election. P-25-7 and R-25-119 must be approved by the Council no later than August 26, 2025 (70 days before the November 4, 2025, election), including time for required hearings and to resolve any possible veto of the companion resolution.

The State's Local Election Act, NMSA 1978, Section 1-16-3 provides the following:

B. Whenever a local government ballot question is to be submitted to the voters of a local government on a general election or regular local election ballot, not less than seventy days before the election at which the ballot question is proposed to be submitted to the voters, the local government shall file a resolution proposing the ballot question with the county clerk of each county containing any precinct in which votes may be cast for or against the local government ballot question. Not less than sixty-seven days before the election, each county clerk shall certify the local government ballot question to the secretary of state.

Comments: This Resolution should be kept on the same legislative timeline as P-25-7. Because P-25-7 requires at least two hearings before final action, this Resolution will need to be deferred to ensure it reaches final action at the same time.

15. OTHER BUSINESS: {Reports, Presentations, and Other Items}

Item A. EC-25-330 Line-Item Veto of R-25-112: Amending The Adopted Capital Implementation Program Of The City Of Albuquerque By Approving New Projects, Supplementing

Current Appropriations And Changing The Scope Of Existing Projects (Kevin Morrow)

Summary: This EC vetoes the line item below:

Line 17, Ken Sanchez Indoor Sports Complex GRT Interest \$1,000,000

Comments: Overriding the veto would require a vote in favor by at least six councilors. A veto override must be heard at the next regularly scheduled meeting following a veto.

If Council does not override the veto, the \$1,000,000 would return to the GRT Activity Account. The \$500,000 that was allocated to the Rail Trail would need to be appropriated by the Council.

The EC included a draft resolution that would allocate \$500,000 from an unspecified City Council set aside to be used for the Ken Sanchez Indoor Sports Complex. That resolution is not a consideration for a potential veto override but is a proposal by the administration that could be considered by the Council at a future meeting.

Fiscal Impact: This EC has no direct fiscal impact because the funds expended would be reallocated.

Important Dates: This veto override would become effective immediately following the meeting.