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City of Las Cruces[®]
 PEOPLE HELPING PEOPLE

Council Action and Executive Summary

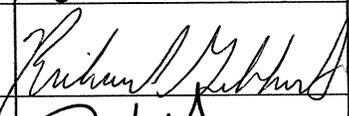
Item # 16 Ordinance/Resolution# 09-10-486 Council District: ALL

For Meeting of June 7, 2010
 (Adoption Date)

TITLE:

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT FOR POLICE AUDITOR SERVICES WITH POLICE EXECUTIVE RESEARCH FORUM OF WASHINGTON, DC IN THE AMOUNT OF \$49,600 PLUS APPLICABLE GROSS RECEIPTS TAX

PURPOSE(S) OF ACTION: Award contract for Police Auditor

Name of Drafter: Robert Garza		Department: Admin		Phone: 541-2271	
Department	Signature	Phone	Department	Signature	Phone
Originating Department		541-2271	Budget		2300
Grants Administration Office			Assistant City Manager		541-2271
Legal		541-2128	City Manager		2074

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Las Cruces Police Department (LCPD) has seen considerable change and challenges over the past year. The departments' relationship with the community, policies, procedures, and oversight options has been evaluated at the request of community members and ultimately by the Mayor and City Council. In response, City Administration hired an external firm, Justice and Security Strategies (JSS), who brought expertise in these areas to conduct an in-depth review.

Specifically, JSS was asked to evaluate use-of-force incidents, assess internal police investigations, track community satisfaction with LCPD, explore exposure to litigation, identify best practices that promote accountability at all levels, and ultimately opine whether a community oversight agency is needed in Las Cruces. JSS returned 14 recommendations on a variety of issues, many have been addressed and others are imminent.

JSS reported a number of problems and deficiencies within the LCPD that would not be remedied by utilizing a civilian review entity. As a result, they recommended a Police Auditor to review policies and procedures for the purpose of changing the direction of the Police Department, preventing future misconduct, and lessening the potential for liability. As a result, a request for proposals (RFP) was issued to solicit interest from agencies in providing the Police Auditor services. A special selection advisory committee was formed which

(Continue on additional sheets as required)

included the City Auditor, Interim City Attorney, Interim Police Chief, Director of Human Resources and the Assistant City Manager.

A qualification based selection process was used to identify the firm most suitable for the City's needs. This method allowed the section committee to evaluate proposals based on the technical approach, qualifications and competence of the firm, ability to undertake the work in a timely manner and by receipt of quality references from other clients.

The highest ranked proposal was submitted by Police Executive Research Forum (PERF) of Washington, DC. Three additional proposals were evaluated but were scored lower than PERF. JSS submitted a proposal which was not accepted and reviewed due to a conflict with New Mexico Statute 10-16-13. *Prohibited bidding – "No state agency or political subdivision of the state shall accept a bid or proposal from a person who directly participated in the preparation of specifications, qualifications or evaluation criteria on which the specific competitive bid or proposal was based. A person accepting a bid or proposal on behalf of a state agency or political subdivision of this state shall exercise due diligence to ensure compliance with this section."*

City staff has negotiated a contract with PERF and has identified associated deliverables and costs. PERF will evaluate all citizen complaints investigated by LCPD's PSU as to accuracy and completeness, perform a risk assessment of the LCPD and prepare an audit plan based on high risk areas, and make independent policy recommendations from an in-depth review of policies, procedures, and/or training that impact police accountability and the disciplinary system. This will be accomplished for a fee of \$49,600, plus applicable tax. The funding for this service was included in the approved FY 2010/2011 General Fund budget.

The negotiated contract agreement as well as details for each of the proposed tasks is outlined in Attachment "A". A timeline for delivery of these services is also included in Attachment "B". The agreement is for a one year period with the option to renew and renegotiate for four additional one year terms.

SUPPORT INFORMATION:

Fund Name / Account Number	Amount of Expenditure	Budget Amount
Purchased Services; Reserve Section of the General Fund	\$49,600 plus NMGRT	Planned for \$50,000 of the \$200,000 from within this account. The balance is for lobbyists and associated expenses.

1. Resolution
2. Professional Services Agreement
3. Technical Approach, Attachment "A"
4. Project Timeline, Attachment "B"
5. Purchasing Manager's Request to Contract, Exhibit "A"
6. Cost Proposal and Related Details

(Continue on additional sheets as required)

OPTIONS / ALTERNATIVES:

1. Vote "yes" and approve the professional services agreement with Police Executive Research Forum (PERF) in the amount of \$49,600 plus applicable tax. This action will enable the services to commence with the new fiscal year July 2010.
2. Vote "no" and reject the proposed agreement with PERF. Provide direction to staff on alternative direction.
3. Vote to "table" the Resolution and provide direction for staff to negotiate specific amendments to the agreement. This option is least viable due to complications with procurement processes.

(Continue on additional sheets as required)

RESOLUTION NO. 09-10-486

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT FOR POLICE AUDITOR SERVICES WITH POLICE EXECUTIVE RESEARCH FORUM OF WASHINGTON, DC IN THE AMOUNT OF \$49,600 PLUS APPLICABLE GROSS RECEIPTS TAX

The City Council is informed that:

WHEREAS, City staff were directed to procure the services of a Police Auditor to review policies and procedures for the purpose of changing the direction of the Police Department, preventing future misconduct, and lessening the potential for liability, and

WHEREAS, an RFP was issued to solicit interest from agencies in providing these services, and

WHEREAS, a qualification based selection process yielded the highest ranked proposer Police Executive Research Forum (PERF) of Washington, D.C., and

WHEREAS, city staff has negotiated an agreement with PERF and has identified associated deliverables and costs, and

WHEREAS, staff are presenting this Resolution for consideration by the Mayor and City Council.

NOW, THEREFORE, be it resolved by the governing body of the City of Las Cruces:

(I)

THAT, the attached Professional Services Agreement with PERF is hereby authorized.

(II)

THAT, the specific tasks to be accomplished is outlined in Attachment "A", attached hereto and incorporated herein.

(III)

THAT, the project timeline is outlined in Attachment "B", attached hereto and incorporated herein.

(IV)

THAT, staff is hereby authorized to do all deeds necessary in the accomplishment of the hereinabove.

DONE AND APPROVED this _____ day of _____, 2010.

(SEAL)

ATTEST:

City Clerk

Moved by: _____

Seconded by: _____

APPROVED:

Mayor

VOTE:

Mayor Miyagishima: _____

Councillor Silva: _____

Councillor Connor: _____

Councillor Pedroza: _____

Councillor Small: _____

Councillor Sorg: _____

Councillor Thomas: _____

APPROVED AS TO FORM:



City Attorney



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 1st day of July 2010, by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Police Executive Research Forum, of 1120 Connecticut Ave., NW suite 930, Washington, DC 20036 hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

The City of Las Cruces (City), a New Mexico Municipal Corporation, is soliciting proposals from qualified firms interested in entering an agreement for police audit services as described herein. Police Auditor duties to be performed are, but not limited to, the following:

- A. Evaluate investigations performed by the PSU as to accuracy and completeness as citizen complaints are brought forward for review and;
- B. Make recommendations on strategies and policies to improve complaint gathering and investigative procedures, and if needed, to correct any deficiencies;
- C. . Report to City Council, Office of City Manager, Police Chief, and Internal Audit Manager a summary of problems and trends noted as a result of the review and make recommendations for correcting any deficiencies. The City does not intend for the report to contain any recommendations concerning the discipline of any police officer, nor comment upon or make any recommendation concerning potential civil or criminal liability of any employee, police officer, or citizen.
- D. Shall be responsible for protecting the confidentiality of LCPD files and records to which s/he has been provided access. The Police Auditor shall not identify the subject of an investigation in any public report.
- E. Perform a risk assessment of the LCPD and prepare an audit plan based on the high risk areas of the LCPD;
- F. Make independent policy recommendations from an in-depth review of substantive policies, procedures, and/or training that impact police accountability and/or the disciplinary system. These tasks would follow guidelines as outlined in the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.
- G. Audit reports inclusive of findings, recommendations, and management responses will be made to the Police Chief, City Council, Office of City Manager, and Internal Audit Manager with subsequent posting to the City website.

- H. The main priority of the Police Auditor is to evaluate investigations performed by the PSU as to the accuracy and completeness of the investigations when citizen complaints are brought forward. Other tasks delineated will help fulfill the contract.

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY'S RFP No. 09-10-486 incorporated herein by reference and as set forth in Attachment "A", attached hereto and made a part of this Agreement.

3. APPROPRIATIONS

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed \$49,600, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of project that is required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE

This Agreement shall become effective on July 1, 2010 for a term of one year through June 30, 2011 with the option to renew at the discretion of the City for an additional four (4) years pending annual renewal and approved budgets.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR in Attachment "B".

7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR'S employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT.

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

- a. Professional Liability: \$1,000,000 per claim

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces
PO Box 20000
Las Cruces, NM 88004
ATTN: City Manager

With Copies to: City Attorney
Purchasing Manager

TO CONTRACTOR: Police Executive Research Forum
1120 Connecticut Ave., NW, Suite 930
Washington, DC 20036
ATTN: Craig Frasier, Director of Management Services

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

CONTRACTOR

THE CITY OF LAS CRUCES

BY: _____
PRINCIPAL

BY: _____
PURCHASING MANAGER

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY ATTORNEY

TECHNICAL APPROACH

TASK 1: EVALUATE INVESTIGATIONS PERFORMED BY THE LAS CRUCES POLICE DEPARTMENT'S PROFESSIONAL STANDARDS UNIT (PSU) AS TO ACCURACY AND COMPLETENESS AS CITIZEN COMPLAINTS ARE BROUGHT FORWARD FOR REVIEW

1. A member of the PERF team will assess each citizen complaint investigation performed by the PSU after it has been completed and forward to PERF's Washington DC office. It will be reviewed for accuracy and completeness. PERF will complete its assessment of each individual investigation and return the results of the review within five working days of receipt of the investigation.
2. PERF recognizes that these reviews will not contain any recommendations concerning the discipline of any police officer, not comment upon or make any recommendation concerning potential civil or criminal liability of any employee, police officer, or citizen.
3. PERF is cognizant of the fact that we will have access to sensitive and classified information as a result of undertaking the police auditor function. PERF will use the same process it uses to meet federal government requirements to safeguard the confidentiality of research project subjects in order to protect the confidentiality of LCPD files and records which we have been provided access. We will not identify the subject of an investigation in any public report. All LCPD documents will be stored in secured file cabinets within a locked office. A tracking system will be implemented to determine the historic and current custody for each file.
4. Quarterly, PERF will summarize its review of the individual case files and describe problems and trends that are noted as a result of the individual reviews. Recommendations will be made regarding the correction of any deficiencies discovered.

TASK 2: PERFORM A RISK ASSESSMENT OF THE LCPD AND PREPARE AN AUDIT PLAN BASED ON THE HIGH RISK AREAS OF THE LCPD

For this task, the project team will examine all aspects of the Las Cruces Police Department that potentially generate heightened risk. We will use the recent study completed for the Police Department as a base – *"Assessing the Las Cruces Police Department: A Review of Community Perceptions and Police Operations and Procedures,"* to assess the department's progress in each of the areas listed below. An audit plan will be developed to guide the project team. Areas to be examined include:

- **Early Intervention System**
 - Has the department fully employed its Early Intervention System?
 - To what extent has it implemented the recommendations of the previous study?

- For those recommendations not implemented, what rationale has been offered for non-implementation?
- **Use of Force**
 - PERF will assess LCPD Use-of-Force Policies, Curriculum, and Training Practices (to include Pursuit Driving and K-9 policies and practices) in relation to the previous study.
 - The progress in implementing the study's recommendations will be assessed. The review will compare the previous study's recommendations, current LCPD practices and national practices and policies, guidelines from the Commission on Accreditation for Law Enforcement Agencies (CALEA), sample model policies, information gathered from studies by professional and academic organizations, as well as successful approaches implemented within the profession.
- **Records**
 - Are records securely contained in both hardcopy and digital forms?
 - Is access to records controlled so that only those on a "need to know basis" have access to them?
 - Are the department's record security protocols in line with State of New Mexico standards?
- **Discipline Process**
 - Are disciplinary actions handled in a fair and impartial manner?
 - Are investigations reviewed to ensure timeliness and accuracy of reporting?
- **Property and Evidence**
 - Are audits conducted by outside parties to ensure the controlled access to property and evidence, particularly as it pertains to firearms and narcotics?
 - Are property and evidence controls in place whereby only those who have the necessary authorization may access them?
- **Review LCPD Officer Involved Shooting Investigations and protocols**
 - Again using the previous study as a base, PERF will examine the current departmental status pertaining to the reporting and investigation of officer involved shootings by members of the LCPD, as well as incidents of police shootings that occur within the City of Las Cruces involving outside agency personnel. Relevant policies, procedures, practices, as well as formal Memoranda of Understandings and informal directives with outside agencies, will be examined and compared to the recommendations made in the previous study.
 - Training curriculum will be gathered for both line-level personnel along with supervisory and management staff. Selection and training of those members of the LCPD tasked with supervising and investigating officer involved shootings will also be collected.

A summary will be prepared based upon the project team's findings, with a series of recommendations made and a prioritization plan designed to promptly address the highest-risk areas first. This report will make references to the previous study and will be delivered with the first quarter auditor's report.

TASK 3: MAKE INDEPENDENT POLICY RECOMMENDATIONS FROM AN IN-DEPTH REVIEW OF SUBSTANTIVE POLICIES, PROCEDURES, AND/OR TRAINING THAT IMPACT POLICE ACCOUNTABILITY AND THE DISCIPLINARY SYSTEM.

PERF will perform this task by using the results from Task 1 and Task 2 to conduct a comprehensive, in-depth review of policies, procedures and training that have an impact on accountability and discipline. Key components that will be used as part of the review will be the previous study, PERF's summary of its review of individual complaints, and the results of its risk assessment of the LCPD. We will follow the guidelines as outlined in the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing. Each of the following areas will be reviewed.

1. **Complaint Process** – PERF will evaluate LCPD's complaint process and its accessibility to the community.
 - Analyze the complaint form itself. Determine if the information requirements and the language impact the community's willingness to file complaints. This will include available alternatives for non-English speaking community members (particularly for those who speak Spanish).
 - Examine the manner in which complaints are received.
 - Evaluate the Professional Standards Unit's (PSU's) policies and procedures regarding:
 - i. Report Intake
 - ii. Case Sorting
 - iii. Tracking Processes
 - iv. Reviewing and investigating lawsuits filed
 - Determine if the citizen complaint process is sufficiently accessible and easy to understand by the public, and if investigations are perceived in the community as thorough, timely, and objective through two community meetings and five citizen focus groups.

2. **Investigative Process** – PERF will examine the citizen complaint investigative process and procedures through a review of both the general approach used and the approach used with each specific complaint.
 - Determine the manner in which cases are prioritized and assigned.
 - Examine how PSU investigators interact with complainants and accused officers in relation to interviews, statements and Garrity issues.
 - Evaluate the quality of investigations and determine if the level of resources available to investigators is sufficient.

- 3. Investigation Evaluation** – PERF will examine investigations conducted by PSU to ensure the accuracy and completeness of the citizen complaint investigation process.
 - Make recommendations on strategies and policies to improve complaint gathering and investigative procedures (in conjunction with steps 2 and 3 above).
 - Identify deficiencies in investigations and recommend necessary corrections.

- 4. The Disciplinary System** – PERF will examine the system by which sanctions are imposed for officer misconduct.
 - Does the process observe officers' due process rights?
 - Is the system progressive, i.e., are sanctions greater for repeat offending?
 - Is the system equitable – do officers generally receive the same sanction for similar offenses?
 - Does the appeals process proceed on a timely basis to final resolution?

- 5. Reporting** – How does the department communicate disciplinary outcomes to the community?
 - Does the reporting process provide sufficient information to the community to judge the accountability of the department while balancing the requirements of personnel procedures for individual privacy?

PERF will prepare a summary of problems and trends identified as a result of the preceding tasks, along with recommendations to address deficiencies, and report to the City Council, City Manager Terrence Moore, Chief Bradley, and the Internal Audit Manager.

At the conclusion of this task, PERF will produce a draft report with a prioritized series of recommendations for review by the department. Feedback from the department will be incorporated into a final report. PERF recognizes the requirement that the report will be posted on the City website.

PERF anticipates completing Task 1 by receiving completed internal investigations at our offices in Washington DC and completing and compiling summary reports to return to Las Cruces. Tasks 2 and 3 will be accomplished through a site visit to include interviews and the collection of information pertaining to high risk areas, the internal investigation process, and the citizen complaint process. These on-site visits would take place within the first month of the anticipated project. We are proposing a year-long engagement with auditor reports furnished on a quarterly basis. We will provide feedback on each individual internal investigation report within five working days of receipt at PERF's DC offices.

Date	Week	Tasks
July 5, 2010	1	Project Initiation
July 12, 2010	2	<p>First Site Visit</p> <p>Section A. Risk Assessment data collection and interviews to evaluate:</p> <ul style="list-style-type: none"> • Status of the Early Intervention System; • Use of Force policies, curriculum and training practices; • The discipline process; • Record keeping; • Property and evidence processes; and • LCPD officer involved shooting investigations and protocols. <p>Section B. Review each of the following to develop Independent Policy Recommendations:</p> <ul style="list-style-type: none"> • The complaint process (including conducting community meetings and citizen focus groups); • The citizen complaint investigative process; • Completed complaint investigations; • The disciplinary system; and • Reporting to the community the results of complaint investigations.
July 19, 2010 -- September 27, 2010	3- 13	Ongoing evaluation of investigations performed by the PSU.
October 4, 2010	14	<p>Second Site Visit</p> <p>Presentation of first quarter Police Auditor's Report including:</p> <ol style="list-style-type: none"> 1. Summary assessment of investigations performed by the PSU since July 5, 2010. 2. Risk Assessment based on Tasks in Section A above. 3. Presentation of Independent Policy Recommendations based on Tasks in Section B above.
October 11, 2010 – January 10, 2011	15 - 27	Ongoing evaluation of investigations performed by the PSU.
January 10, 2011	28	<p>Third Site Visit</p> <p>Presentation of second quarter Police Auditor's Report including:</p> <ol style="list-style-type: none"> 1. Summary assessment of investigations performed by the PSU from October 4, 2010 through January 10, 2011. 2. Update as needed of Independent Policy Recommendations.

January 17, 2011 – April 4, 2011	29 -40	Ongoing evaluation of investigations performed by the PSU.
April 4, 2011	40	Fourth Site Visit Presentation of third quarter Police Auditor's Report including: <ol style="list-style-type: none">1. Summary assessment of investigations performed by the PSU from January 17, 2011 through April 4, 2011.2. Update as needed of Independent Policy Recommendations.
April 11, 2011 – June 27, 2011	41 -52	Ongoing evaluation of investigations performed by the PSU.
June 27, 2011	52	Final Year 1 Site Visit Presentation of annual (including fourth quarter) Police Auditor's Report including: <ol style="list-style-type: none">1. Summary assessment of investigations performed by the PSU from April 4, 2011 through June 27, 2011.2. Update as needed of Independent Policy Recommendations.

CITY OF LAS CRUCES

PURCHASING MANAGER'S REQUEST TO CONTRACT

For Meeting of: June 7, 2010

Resolution No.: 09-10-486

Contract Purchase For Police Auditor Services

The Las Cruces City Council is provided the following information concerning this request:

RFP SOLICITATION INFORMATION:

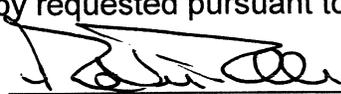
1. RFP No./ Due Date: RFP No. 07-08-486/ April 6, 2010
2. Description: Police Auditor Services
3. Using Department: Administration
4. Number of Responses Accepted: Four (4)
5. Award Recommendation To: Police Executive Research Forum
6. Total Award Amount (including any tax and contingency): \$49,600. 00 plus taxes
7. Contract Duration: **Five (5) Years Pending Approved Budget and Annual Renewals**

LOCAL PREFERENCE FACTOR

Local Preference Factor Applied Per LCMC §24-100	No		LCMC §24-100 not applicable to this solicitation
	Yes		Made A Difference To Awards(s)
		X	

PROCUREMENT CODE COMPLIANCE:

The City of Las Cruces Procurement Code was administered in the conduct of this procurement and approval to purchase is hereby requested pursuant to **Section 24-92**.


 Purchasing Manager 15/26/10
 Date

CONFIRMATION OF FUND ENCUMBRANCE:

REQUISITION or PURCHASE ORDER NUMBER:	TBD
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COST PROPOSAL FOR RFP 09-10-486

The Police Executive Research Forum proposes the following “not-to-exceed” cost estimate to provide Police Auditor Services for the City of Las Cruces.

Las Cruces Police Auditor Services	Fraser	Tegeler	Hawkins	Narr	Cheney	Total
TASK						
Site Visit	22	16				38
Individual Report Reviews	8	16	16	16		56
Quarterly Audit Reports	8	20			10	38
Risk Assessment Report	22	20	6	6	12	66
Policy Recommendations Report	22	24	8	8	8	70
Meetings	8	24				32
Total Hours	90	120	30	30	30	300
PERF Personnel Costs						\$43,200
Travel and Expenses						\$6,400
Total Project Cost						\$49,600

The average hourly rate for services to be provided is \$144.

Reimbursable expenses including travel = \$6,400.

Estimated costs for meetings

- In person, including travel = \$2,200
- Via teleconference = \$800