


CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

October 20, 2021

TO: Cynthia Borrego, President, City Council

FROM: Timothy M. Keller, Mayor 


SUBJECT: Agreement with Aegis Solutions

This Executive Communication requests approval of a contract with Aegis Solutions for the purpose of developing an Internal Affairs Force Investigation Training program for the APD Internal Affairs Force Division. The development of this training will comport both to APD policies and the Court-Approved Settlement Agreement (CASA). The amount of the contract is \$126,375 and will commence upon signing and will be completed on May 1, 2022.

APD requests your acceptance of this Executive Communication.

Agreement with Aegis Solutions

Approved:



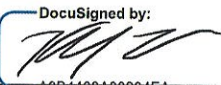
Sarita Nair Date
Chief Administrative Officer 11/21/21

Approved as to Legal Form:

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Esteban A. Aguilar, Jr. 10/30/2021 | 9:56 AM MDT
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Esteban A. Aguilar, Jr. Date
City Attorney

Recommended:

DS
CP
DocuSigned by:


Harold J Medina Date
Chief of Police 10/22/2021 | 9:59 AM MDT
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Cover Analysis

- 1. What is it?** This Executive Communication is to approve an agreement with Aegis Solutions.

- 2. What will this piece of legislation do?** This legislation will authorize the City of Albuquerque Police Department to enter into an agreement with Aegis Solutions set to expire on May 1, 2022. Aegis Solutions will work with APD Internal Affairs Force Division (IAFD) and APD Training Academy to develop Internal Affairs Force Investigation Training that comports with both APD policies and the Court-Approved Settlement Agreement (CASA).

- 3. Why is this project needed?** This project is needed to aide continued progress toward compliance with the Court-Approved Settlement Agreement (CASA).

- 4. How much will it cost and what is the funding source?** This request will approve the funding of \$126,375 which includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation.

- 5. Is there a revenue source associated with this Plan? If so, what level of income is projected?** No

FISCAL IMPACT ANALYSIS

TITLE: Contract with Aegis Solutions

R: O:
 FUND: 110
 DEPT: Police

- No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	Fiscal Years			
	2021	2022	2023 - 2024	Total
Base Salary/Wages	-	-	-	-
Fringe Benefits at	-	-	-	-
Subtotal Personnel	-	-	-	-
Operating Expenses	-	126,375	-	126,375
Property	-	-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ 126,375	\$ -	\$ 126,375
[X] Estimated revenues not affected				
[] Estimated revenue impact				
Revenue from program				-
Amount of Grant		-	-	
City Cash Match				
City Inkind Match				
City IDOH	-	-	-	-
Total Revenue	\$ -	\$ -	\$ -	\$ -

These estimates do not include any adjustment for inflation.


* Range if not easily quantifiable.

Number of Positions created 0


COMMENTS: The contract is to commence on signing date thru May 1, 2022. The funds have been appropriated and available in the FY22 General Fund budget.

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

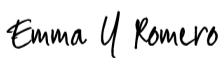
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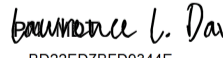
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 FISCAL MANAGER


APPROVED:

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 10/22/2021 | 9:59 AM MDT
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 DIRECTOR (date)

REVIEWED BY:

DocuSigned by:

 10/27/2021 | 6:04 PM MDT
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 10/27/2021 | 8:50 PM MDT
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 10/28/2021 | 9:23 AM MDT
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EXECUTIVE BUDGET ANALYST

BUDGET OFFICER (date)

CITY ECONOMIST

AGREEMENT

THIS AGREEMENT is made and entered into as of the date of the last signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City"), and Aegis Solutions ("Contractor").

RECITALS

WHEREAS, the City requires Internal Affairs Force Investigation Training for the Albuquerque Police Department ("APD"); and

WHEREAS, the Contractor provides Internal Affairs Force Investigation Training and

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith and the Contractor is willing to provide such services.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **Scope of Services.** The Contractor shall perform the following services ("Services") in a satisfactory and proper manner, as determined by the City:
 1. Will work with both the APD Internal Affairs Force Division (IAFD) and the APD Training Academy to develop training through adult-facilitated learning for high-quality and timely use of force administrative investigations, to include separate misconduct administrative investigations that may or may not directly relate to the application(s) of force. IAFD specifically investigates the use of force and, many times, potential misconduct stemming from or discovered during the use of force investigations. The development of this training must comport both to APD policies and the Court-Approved Settlement Agreement (CASA).
 - a. Develop training in accordance with APD policy and Collective Bargaining Agreement (CBA) for investigators to be aware of rules, regulations, rights, etc. In order for a case to be considered timely, the current policy states that use of force investigations must be completed within (60) days, overall completion within (90) days with a (30) day extension for up to (120) days in accordance with policy or the CBA.
 - b. The training on high-quality investigations should include, but is not limited to:
 - i. On-scene investigations;
 - ii. Investigative planning;
 - iii. Evidence collection and review;

- iv. Interview preparation;
 - v. Interviews;
 - vi. Case analysis;
 - vii. Preponderance of the evidence;
 - viii. Findings determination alignment with evidence;
 - ix. Garrity;
 - x. On-Body Recording Device (OBRD) reviews;
 - xi. Albuquerque Police Officer's Association (APOA) rights;
 - xii. Case Management;
 - xiii. Concurrent force, misconduct, and criminal investigations; and
 - xiv. Compliance with the CASA and governing case law.
- c. Option to train the trainer in order for APD to be self-reliant for future training.
 - d. Each training plan will be submitted for review, feedback and approval by the DOJ and IMT.
- 2. Will work directly and communicate well with both IAFD and APD Training Academy personnel to ensure the development of training progresses in a timely manner.
 - 3. On a weekly basis, provide updates to City personnel on progress made or any issues identified during the development process.
 - 4. Provide IAFD and the Training Academy personnel direct feedback, in writing, for improving use of force and/or misconduct training for future use.
 - 5. Potential to deliver training along with IAFD and the Training Academy to designated APD personnel and ensure the training is delivered as developed.

2. Time of Performance. Services of the Contractor shall commence upon execution of Agreement, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed May 1, 2022.

3. Compensation and Method of Payment.

A. Compensation. For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of \$126,375.00, which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services.

B. Method of Payment. Such amount shall be payable at the specified rates:

1. Rate for Delivery: \$220/hr @ 8hrs/day @ 20 days = \$35,200 This is a ceiling cost that assumes the training will require 10 days for each session. Likewise, the delivery cost assumes that at least two (2) Aegis personnel will be onsite during each day of training.

2. Rate for Preparation: \$175/hr @ 8hrs/day @ 40 days = \$60,620 This captures multiple Aegis personnel working on different components throughout the development phase of training production.

3. Rate for Evaluation, Review and Support: \$175/hr @ 8hrs/day @ 10 days = 15,155 This line item captures multiple Aegis personnel capturing and documenting evaluation of training, support to IAFD post-training, and report development.

4. Miscellaneous Expenses: \$15,400 This line item includes travel for onsite development, training delivery, and support material.

Rates include any applicable gross receipt taxes. Payments shall be made to the Contractor monthly for completed Services upon receipt by the City of properly documented requisitions for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

C. Appropriations. Notwithstanding any provision in this Agreement to the contrary, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current Fiscal Year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

D. Responsibility to Monitor Contract. Contractor shall be responsible for ensuring that the Contractor does not bill for Services in an amount that exceeds the total contract amount. With each invoice submitted to the City, the Contractor shall include a ledger report that identifies the total amount the Contractor has billed for Services under this Agreement and any Supplements to this Agreement. If at any time the Contractor determines that payment for Services may or will exceed the total amount provided in this Agreement and any Supplements to this Agreement, the Contractor shall notify the City in writing, as soon as possible after making that determination. If the Contractor's billing exceeds the amount of this Agreement and any Supplements, the City may stop or delay payment, or the Services may be ceased or delayed at the City's request.

4. Independent Contractor. Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the

Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. Personnel.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.

6. Indemnity. The Contractor agrees to defend, indemnify and hold harmless the City and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property arising out of or resulting from the Services performed by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. Insurance. The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days' written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

A. Commercial Professional Liability Insurance. A commercial Professional liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$2,000,000	Per Occurrence
\$2,000,000	Policy Aggregate
\$2,000,000	Products Liability/Completed Operations
\$2,000,000	Personal and Advertising Injury
\$50,000	Fire - Legal
\$5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

B. Automobile Liability Insurance. An automobile liability policy with liability limits in amounts not less than \$2,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policy of insurance must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

C. Workers' Compensation Insurance. Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensations Act of the State of New Mexico.

D. Increased Limits. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

8. Discrimination Prohibited. In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended.

9. ADA Compliance. In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, and all applicable rules and regulations (the 'ADA'), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

10. Conflict of Interest. No officer, agent or employee of the City will participate in any decision relating to this Agreement which affects that person's financial interest, the financial interest of his or her spouse or minor child or the financial interest of any business in which he or she has a direct or indirect financial interest.

11. Interest of Contractor. The Contractor agrees that it presently does not have, and

shall acquire no direct or indirect interest which conflicts in any manner or degree with the performance of the terms of this Agreement. The Contractor will not employ any person who has any such conflict of interest to assist the Contractor in performing the Services.

12. No Collusion. The Contractor represents that this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud and in good faith. The Contractor also represents that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Agreement, will be offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations with respect to performing this Agreement.

13. Debarment, Suspension, Ineligibility and Exclusion Compliance. The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.

14. Reports and Information. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

15. Open Meetings Requirements. Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of § 2-5-1 et seq., R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

16. Establishment and Maintenance of Records. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

17. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide

requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

18. Ownership, Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

19. Compliance With Laws. In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

20. Changes. The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

21. Assignability. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

22. Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

23. Termination for Convenience of City. The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding Section hereof relative to termination shall apply.

24. Construction and Severability. If any part of this Agreement is held to be invalid

or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

25. Enforcement. The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

26. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

27. Applicable Law and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque. The venue for actions arising out of this Agreement is Bernalillo County, New Mexico.

28. Force Majeure. The City shall not be liable for failure to perform its obligations under this Agreement due to causes beyond the control and without the fault or negligence of the City which would render such performance impossible or hazardous. Such causes include, but are not restricted to, acts of God or the public enemy, acts of State or Federal governments, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above (hereinafter "Force Majeure Event"). If a Force Majeure Event causes any failure to perform, the City shall promptly inform the Contractor in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. The parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by the City as a result thereof. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

29. Electronic Signatures. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

30. Approval Required. This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.