

SUBSECTION: VIII. Misconduct Complaint Intake, Investigation and Adjudication
(D)

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DIVISION RESPONSIBLE: APD/CPOA

EXPECTED START DATE:

ESTIMATED COMPLETION DATE:

ACTUAL COMPLETION DATE:

DEADLINE:

PERSONNEL REQUIRED:

ESTIMATED COST:

190. In each investigation, APD and the Civilian Police Oversight Agency shall consider all relevant evidence, including circumstantial, direct, and physical evidence. There will be no automatic preference for an officer's statement over a non-officer's statement, nor will APD or the Civilian Police Oversight Agency disregard a witness's statement merely because the witness has some connection to the complainant or because of any criminal history. During their investigation, APD and the Civilian Police Oversight Agency shall take into account any convictions for crimes of dishonesty of the complainant or any witness. APD and the Civilian Police Oversight Agency shall also take into account the record of any involved officers who have been determined to have been deceptive or untruthful in any legal proceeding, misconduct investigation, or other investigation. APD and the Civilian Police Oversight Agency shall make efforts to resolve material inconsistencies between witness statements.

CPOA Action Plan:

Date Completed

1. Amend written CPOA Policies and Procedures to reflect the requirements for investigative and review Procedures for the investigation of Civilian Police Complaints (CPC) to include:
 - a. There will be no automatic preference for an officer's statement over a non-officer's statement, nor will APD or the Civilian Police Oversight Agency disregard a witness's statement merely because the witness has some connection to the complainant or because of any criminal history;
 - b. Investigators shall take into account any convictions for crimes of dishonesty of the complainant or any witness;
 - c. Investigators shall also take into account the record of any involved officers who have been determined to have been deceptive or untruthful in any legal proceeding, misconduct investigation, or other investigation.
 - d. The CPOA shall make efforts to resolve material inconsistencies between witness statements.

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ESTIMATED COST:

191. All administrative investigations conducted by the Internal Affairs Bureau or the Civilian Police Oversight Agency shall be completed within 90 days of the initiation of the complaint investigation. The 90-day period shall not include time for review. An extension of the investigation of up to 30 days may be granted but only if the request for an extension is in writing and is approved by the Chief. Review and final approval of the investigation, and the determination and imposition of the appropriate discipline, shall be completed within 30 days of the completion of the investigation. To the extent permitted by state and city law, extensions may also be granted in extenuating circumstances, such as military deployments, hospitalizations of the officer, and extended absences.

CPOA Action Plan:

Date Completed

1. Amend written CPOA Policies and Procedures to reflect the requirements for investigative and review Procedures for the investigation of Civilian Police Complaints (CPC) to include:

- a. Investigations shall be completed within 90 days of the initiation of the complaint investigation. The 90-day period shall not include time for review.
- b. An extension of the investigation of up to 30 days may be granted but only if the request for an extension is in writing and is approved by the Chief.
- c. Review and final approval of the investigation, and the determination and imposition of the appropriate discipline, shall be completed within 30 days of the completion of the investigation.
- d. To the extent permitted by state and city law, extensions may also be granted in extenuating circumstances, such as military deployments, hospitalizations of the officer, and extended absences.

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192. The APD or Civilian Police Oversight Agency investigator shall explicitly identify and recommend one of the following dispositions for each allegation of misconduct in an administrative investigation:

- a) "Unfounded," where the investigation determines, by clear and convincing evidence, that the alleged misconduct did not occur or did not involve the subject officer;
- b) "Sustained," where the investigation determines, by a preponderance of the evidence, that the alleged misconduct did occur;
- c) "Not Sustained," where the investigation is unable to determine, by a preponderance of the evidence, whether the alleged misconduct occurred;
- d) "Exonerated," where the investigation determines, by a preponderance of the evidence, that the alleged conduct did occur but did not violate APD policies, Procedures , or training;
- e) "Sustained violation not based on original complaint," where the investigation determines, by a preponderance of the evidence, that misconduct did occur that was not alleged in the original complaint but that was discovered during the misconduct investigation; or
- f) "Administratively closed," where the policy violations are minor, the allegations are duplicative, or investigation cannot be conducted because of the lack of information in the complaint.

CPOA Action Plan:

Date Completed

1. Amend written CPOA Policies and Procedures to reflect the requirements for investigative and review procedures for the investigation of Civilian Police Complaints (CPC) to include the above referenced Findings and Definitions.

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ESTIMATED COST:

193. Administratively closed complaints may be re-opened if additional information becomes available. The deadlines contained in Paragraph 191 shall run from when the complaint is re-opened.

CPOA Action Plan:

Date Completed

1. Amend written CPOA Policies and Procedures to reflect the requirements for investigative and review procedures for the investigation of Civilian Police Complaints (CPC) to include:
 - a. Administratively closed complaints may be re-opened if additional information becomes available; and
 - b. The enumerated deadlines shall run from when the complaint is re-opened.

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ESTIMATED COST:

194. In addition to determining whether APD personnel committed the alleged misconduct, administrative investigations shall assess and document whether the action was in compliance with training and legal standards and whether the incident suggests the need for a change in policy, procedure, or training. In reviewing completed administrative investigations, APD shall also assess and document whether: (a) the incident suggests that APD should revise strategies and tactics; and (b) the incident indicates a need for additional training, counseling, or other non-disciplinary corrective measures. This information shall be shared with the relevant commander(s).

CPOA Action Plan:

Date Completed

1. Amend written CPOA Policies and Procedures to reflect the requirements for investigative and review procedures for the investigation of Civilian Police Complaints (CPC) to include:

- a. Investigations shall assess and document whether the subject employees' actions were in compliance with training and legal standards;
- b. Investigations shall assess and document whether the incident suggests the need for a change in policy, procedure, or training.

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ACTUAL COMPLETION DATE:

DEADLINE:

PERSONNEL REQUIRED:

ESTIMATED COST:

196. The Civilian Police Oversight Agency shall review APD's anti-retaliation policy and its implementation. This review shall consider the alleged incidents of retaliation that occurred or were investigated during the reporting period, the discipline imposed for retaliation, and supervisors' performance in addressing and preventing retaliation. Following such review, the City shall modify its policy and practice, as necessary, to protect individuals, including other APD personnel, from retaliation for reporting misconduct.

CPOA Action Plan:

Date Completed

1. The Civilian Police Oversight Agency Administrative Office shall review APD's anti-retaliation policy and its implementation, considering:

- a) the alleged incidents of retaliation that occurred
- b) or were investigated during the reporting period,
- c) the discipline imposed for retaliation, and
- d) supervisors' performance in addressing and preventing retaliation.

2. The Police Oversight Board shall review the CPOA's Administrative Office review regarding the retaliation policy and make any recommendations to APD for review of their retaliation policy.

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DEADLINE:

PERSONNEL REQUIRED:

ESTIMATED COST:

197. Retaliation for reporting misconduct or for cooperating with an investigation of misconduct shall be grounds for discipline, up to and including termination of employment.

CPOA Action Plan:

Date Completed

1. Amend written CPOA Policies and Procedures to reflect the requirements for investigative and review procedures for the investigation of Civilian Police Complaints (CPC) that all CPC cases in which an allegation of retaliation for reporting misconduct or for cooperating with an investigation of misconduct was Sustained shall include a recommendation to the Chief that he should impose discipline in the case, up to and including termination of employment.

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ACTUAL COMPLETION DATE:

DEADLINE:

PERSONNEL REQUIRED:

ESTIMATED COST:\$\$\$

200. Investigators from the Civilian Police Oversight Agency shall receive at least 40 hours of initial training in conducting misconduct investigations within one year of the Effective Date, and shall receive at least eight hours of training each year. The training shall include instruction on APD's policies and protocols on taking compelled statements and conducting parallel administrative and criminal investigations.

CPOA Action Plan:

Date Completed

1. Amend written CPOA Policies and Procedures to reflect the requirements for investigative and review procedures for CPOA Investigators to be required to receive at least 40 hours of initial training in conducting misconduct investigations within one year of the Effective Date, and shall receive at least eight hours of training each year;

2. Require the training of the CPOA Investigators to include instruction on APD's policies and protocols on taking compelled statements and conducting parallel administrative and criminal investigations;

3. Locate training courses which

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DEADLINE:

PERSONNEL REQUIRED:

ESTIMATED COST:

271. The City shall implement a civilian police oversight agency ("the agency") that provides meaningful, independent review of all citizen complaints, serious uses of force, and officer-involved shootings by APD. The agency shall also review and recommend changes to APD policy and monitor long-term trends in APD's use of force.

CPOA Action Plan:

Date Completed

1. Apply amended Police Oversight Ordinance (City Code Sections 9-4-1-1, *et seq*)

- a. Ensure mission goals are satisfied through specific provisions delineated below.
- b. Ensure use of force is sufficiently delineated to report on serious use of forces
- c. Ensure use of force weapon/resistance, restraints, responses are individually classified.

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EXPECTED START DATE:

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DEADLINE:

PERSONNEL REQUIRED:

ESTIMATED COST:

271. The City shall ensure that the agency remains accountable to, but independent from, the Mayor, the City Attorney's Office, the City Council, and APD. None of these entities shall have the authority to alter the agency's findings, operations, or processes, except by amendment to the agency's enabling ordinance..

CPOA Action Plan:

Date Completed

1. Apply the provisions of the current Police Oversight Ordinance regarding independence of the Agency. Report to Monitor any violations of such.

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DEADLINE:

PERSONNEL REQUIRED:

ESTIMATED COST:

274. Within six months of their appointment, the City shall provide 24 hours of training to each individual appointed to serve on the agency that covers, at a minimum, the following topics:

- a) this Agreement and the United States' Findings Letter of April 10, 2014;
- b) the City ordinance under which the agency is created;
- c) state and local laws regarding public meetings and the conduct of public officials;
- d) civil rights, including the Fourth Amendment right to be free from unreasonable searches and seizures, including unreasonable uses of force;
- e) all APD policies related to use of force, including policies related to APD's internal review of force incidents; and
- f) training provided to APD officers on use of force.

CPOA Action Plan:

Date Completed

1. Create plan to train POB Members on each of the required topics of training;
2. Track and document training compliance for each POB Member.

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DIVISION RESPONSIBLE: APD/CPOA

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DEADLINE:

PERSONNEL REQUIRED:

ESTIMATED COST:

275. The City shall provide eight hours of training annually to those appointed to serve on the agency on any changes in law, policy, or training in the above areas, as well as developments in the implementation of this Agreement.

CPOA Action Plan:

Date Completed

1. Create plan to train POB Members on changes in law, policy and development in the implementation of this Agreement;

2. Track and document training compliance for each POB Member.

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DIVISION RESPONSIBLE: APD/CPOA

EXPECTED START DATE:

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DEADLINE:

PERSONNEL REQUIRED:

ESTIMATED COST:

276. The City shall require those appointed to the agency to perform at least two ride-a-longs with APD officers every six months.

CPOA Action Plan:

Date Completed

1. Assist POB Members to set up two ride-a-longs with APD every six months;
2. Track and document training compliance for each POB Member.

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DEADLINE:

PERSONNEL REQUIRED:

ESTIMATED COST:

277. The City shall provide the agency sufficient resources and support to assess and make recommendations regarding APD's civilian complaints, serious uses of force, and officer involved shootings; and to review and make recommendations about changes to APD policy and long-term trends in APD's use of force.

CPOA Action Plan:

Date Completed

1. Request sufficient resources from City to accomplish required missions;
2. Notify Monitor if City Budget is inadequate.

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DIVISION RESPONSIBLE: APD/CPOA

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DEADLINE:

PERSONNEL REQUIRED:

ESTIMATED COST:

278. The City shall provide the agency a dedicated budget and grant the agency the authority to administer its budget in compliance with state and local laws. The agency shall have the authority to hire staff and retain independent legal counsel as necessary.

CPOA Action Plan:

Date Completed

a. Resources provided by Ordinance.

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DIVISION RESPONSIBLE: APD/CPOA

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DEADLINE:

PERSONNEL REQUIRED:

ESTIMATED COST:

279. The agency shall retain a full-time, qualified investigative staff to conduct thorough, independent investigations of APD's civilian complaints and review of serious uses of force and officer-involved shootings. The investigative staff shall be selected by and placed under the supervision of the Executive Director. The Executive Director will be selected by and work under the supervision of the agency. The City shall provide the agency with adequate funding to ensure that the agency's investigative staff is sufficient to investigate civilian complaints and review serious uses of force and officer-involved shootings in a timely manner.

CPOA Action Plan:

Date Completed

a. Resources provided by Ordinance.

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DIVISION RESPONSIBLE: APD/CPOA

EXPECTED START DATE:

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ACTUAL COMPLETION DATE:

DEADLINE:

PERSONNEL REQUIRED:

ESTIMATED COST:

280. The Executive Director will receive all APD civilian complaints, reports of serious uses of force, and reports of officer-involved shootings. The Executive Director will review these materials and assign them for investigation or review to those on the investigative staff. The Executive Director will oversee, monitor, and review all such investigations or reviews and make findings for each. All findings will be forwarded to the agency through reports that will be made available to the public on the agency's website.

CPOA Action Plan:

Date Completed

- a. Place reports on CPOA website.

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DIVISION RESPONSIBLE: APD/CPOA

EXPECTED START DATE:

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ACTUAL COMPLETION DATE:

DEADLINE:

PERSONNEL REQUIRED:

ESTIMATED COST:

281. Investigation of all civilian complaints shall begin as soon as possible after assignment to an investigator and shall proceed as expeditiously as possible.

CPOA Action Plan:

Date Completed

- a. Ensure process runs as quickly as possible.

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DIVISION RESPONSIBLE: APD/CPOA

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PERSONNEL REQUIRED:

ESTIMATED COST:

282. The City shall ensure that the agency, including its investigative staff and the Executive Director, have access to all APD documents, reports, and other materials that are reasonably necessary for the agency to perform thorough, independent investigations of civilian complaints and reviews of serious uses of force and officer-involved shootings. At a minimum, the City shall provide the agency, its investigative staff, and the Executive Director access to:

- a) all civilian complaints, including those submitted anonymously or by a third party;
- b) the identities of officers involved in incidents under review;
- c) the complete disciplinary history of the officers involved in incidents under review;
- d) if requested, documents, reports, and other materials for incidents related to those under review, such as incidents involving the same officer(s);
- e) all APD policies and training; and
- f) if requested, documents, reports, and other materials for incidents that may evince an overall trend in APD's use of force, internal accountability, policies, or training.

CPOA Action Plan:

Date Completed

- a. Ensure communication and cooperation with APD to obtain salient information regarding citizen complaints.

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DIVISION RESPONSIBLE: APD/CPOA

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PERSONNEL REQUIRED:

ESTIMATED COST:

283. The City shall provide reasonable access to APD premises, files, documents, reports, and other materials for inspection by those appointed to the agency, its investigative staff, and the Executive Director upon reasonable notice. The City shall grant the agency the authority to subpoena such documents and witnesses as may be necessary to carry out the agency functions identified in this Agreement.

CPOA Action Plan:

Date Completed

- a. Ensure communication and cooperation with APD to obtain salient information regarding citizen complaints.
- b. Set up a process for subpoena of documents and witnesses.

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ESTIMATED COST:

284. The City, APD, and the agency shall develop protocols to ensure the confidentiality of internal investigation files and to ensure that materials protected from disclosure remain within the custody and control of APD at all times.

CPOA Action Plan:

Date Completed

- a. Develop policy with APD concerning obtaining confidential materials.

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ESTIMATED COST:

285. The Executive Director, with approval of the agency, shall have the authority to recommend disciplinary action against officers involved in the incidents it reviews. The Chief shall retain discretion over whether to impose discipline and the level of discipline to be imposed. If the Chief decides to impose discipline other than what the agency recommends, the Chief must provide a written report to the agency articulating the reasons its recommendations were not followed.

CPOA Action Plan:

Date Completed

- a. Ensure recommendations and chief's response are properly recorded and reported.

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PERSONNEL REQUIRED:

ESTIMATED COST:

286. The findings of the Executive Director shall be documented by APD's Internal Affairs Bureau for tracking and analysis.

CPOA Action Plan:

Date Completed

- a. Report findings in IAPro.

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ESTIMATED COST:

287. The City shall permit complainants a meaningful opportunity to appeal the Executive Director's findings to the agency.

CPOA Action Plan:

Date Completed

- a. Appeal process provided for in Ordinance.

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288. The agency shall make recommendations to the Chief regarding APD policy and training. APD shall submit all changes to policy related to this Agreement (i.e., use of force, specialized units, crisis intervention, civilian complaints, supervision, discipline, and community engagement) to the agency for review, and the agency shall report any concerns it may have to the Chief regarding policy changes.

CPOA Action Plan:

Date Completed

- a. Ensure recommendations and chief's response are properly recorded and reported.

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ESTIMATED COST:

289. For any of the agency's policy recommendations that the Chief decides not to follow, or any concerns that the agency has regarding changes to policy that Chief finds unfounded, the Chief shall provide a written report to the agency explaining any reasons why such policy recommendations will not be followed or why the agency's concerns are unfounded.

CPOA Action Plan:

Date Completed

- a. Ensure recommendations and chief's response are properly recorded and reported.

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ESTIMATED COST:

290. The agency shall conduct regular public meetings in compliance with state and local law. The City shall make agendas of these meetings available in advance on websites of the City, the City Council, the agency, and APD.

CPOA Action Plan:

Date Completed

- a. Conduct regular meetings and properly notice when meetings will take place.

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ESTIMATED COST:

291. The City shall require the agency and the Executive Director to implement a program of community outreach aimed at soliciting public input from broad segments of the community in terms of geography, race, ethnicity, and socio-economic status.

CPOA Action Plan:

Date Completed

- a. Implement community outreach in conjunction with agreement and ordinance requirements.

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ESTIMATED COST:

292. The City shall require the agency to submit semi-annual reports to the City Council on its activities, including:

- a) number and type of complaints received and considered, including any dispositions by the Executive Director, the agency, and the Chief;
- b) demographic category of complainants;
- c) number and type of serious force incidents received and considered, including any dispositions by the Executive Director, the agency, and the Chief;
- d) number of officer-involved shootings received and considered, including any dispositions by the Executive Director, the agency, and the Chief;
- e) policy changes submitted by APD, including any dispositions by the Executive Director, the agency, and the Chief;
- f) policy changes recommended by the agency, including any dispositions by the Chief;
- g) public outreach efforts undertaken by the agency and/or Executive Director; and
- h) trends or issues with APD's use of force, policies, or training

CPOA Action Plan:

Date Completed

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- a. Ensure proper information is collected and reported.

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293. The City shall not, through the City Attorney's office or other means, interpret the originating ordinance of the agency in any way that contradicts the provisions of this Agreement.

CPOA Action Plan:

Date Completed

- a. Ensure the ordinance and settlement agreement are harmonized.

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298. In addition to compliance reviews and audits, the Monitor shall conduct qualitative and quantitative assessments to measure whether implementing this Agreement has resulted in the outcomes expressed in Paragraph 294. These outcome assessments shall include collecting and analyzing the following outcome data trends and patterns:

- a) use of force measurements including:
 - i. number of uses of force overall and by force type, area command, type of arrest, and demographic category;
 - ii. number of force complaints overall, disposition of complaints, force type, area command, and demographic category;
 - iii. number of uses of force that violate policy overall and by force type, area command, type of arrest, and demographic category;
 - iv. number of use of force administrative investigations supported by a preponderance of the evidence;
 - v. number of officers who are identified in the Early Intervention System for which use of force is a factor, or have more than one instance of force found to violate policy;
 - vi. number of injuries to officers and members of the public overall and by type, area command, and demographic category; and
 - vii. ratio of use of force compared per arrest, force complaints, calls for service, and other factors that the parties deem appropriate;
- b) Specialized Units:
 - i. number of activations and deployments of specialized tactical units; and
 - ii. number of uses of force used overall and by force type, area command, and demographic category;
- c) crisis intervention measures, including the information outlined in Paragraphs 129 and 137;
- d) recruitment measurements, including number of highly qualified recruit candidates;
 - i. detailed summary of recruitment activities, including development and leveraging community partnerships;
 - ii. the number of recruit applicants who failed to advance through the selection process after having been identified as well qualified, grouped by the reason for the failure to advance (this provision does not apply to those who fail to

- pre-qualify through APD's online recruiting or other pre-screening system);
- iii. the number of well-qualified recruit applicants who were granted any exceptions to the hiring standards, grouped by exceptions granted, and the reasons exceptions were granted;
 - iv. the number of well-qualified recruit applicants with fluency in languages other than English, grouped by the specific languages spoken;
 - v. the number of well-qualified recruit applicants with previous law enforcement experience, grouped by former agencies and years of service; and
 - vi. the number of well-qualified recruit applicants grouped by educational level achieved or years of military service;
 - e) force investigations indicating a policy, training, or tactical deficiency;
 - f) training data, including:
 - i. number of officers trained pursuant to this Agreement, by the type of training provided; and
 - ii. training deficiencies identified through use of force investigations, the Force Review Board, civilian complaints, internal complaints, the disciplinary process, and the Civilian Police Oversight Agency;
 - g) officer assistance and support measurements, including:
 - i. availability and use of officer assistance and support services; and
 - ii. officer reports or surveys of adequacy of officer assistance and support;
 - h) supervision measurements, including initial identification of policy violations and performance problems by supervisors, and effective response by supervisors to identified problems; and
 - i) civilian complaints, internal investigations, and discipline, including:
 - i. the number of misconduct complaints, and whether any increase or decrease appears related to access to the complaint process;
 - ii. number of sustained, not sustained, exonerated, and unfounded misconduct complaints;
 - iii. number of misconduct complaint allegations supported by a preponderance of the evidence;
 - iv. number of officers who are subjects of repeated misconduct complaints, or have repeated instances of sustained misconduct complaints; and
 - v. number of criminal prosecutions of officers for on- or off-duty

CPOA Action Plan:

Date Completed

- a. Ensure proper information is collected and reported.

Contract Tracking System**Type:** Professional/Technical Services**Subtype:****Date:****Vendor:****Originator:** Michelle Contreras**Department:** Civilian Police Oversight
Agency**CIF #:****CN #:****Procurement #:****Requisition #:****Project #:****Amount:** \$15,000.00**AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the Civilian Police Oversight Agency ("CPOA") of the City of Albuquerque, New Mexico, a municipal corporation ("City"), and _____ name & address _____ ("Contractor").

RECITALS

WHEREAS, the CPOA requires legal services to include research and reports on behalf of and in service to the Civilian Police Oversight Agency (hereinafter referred to as the "CPOA"), to the Police Oversight Board (Board), the Board Chairperson, and to the CPOA Administrative Office; and

WHEREAS, the Contractor has the requisite specialized skill, experience and education to provide these services; and

WHEREAS, the CPOA 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 (hereinafter referred to as the 'Services') for the CPOA:

A. Contractor shall attend all regular, special and emergency Board meetings unless otherwise directed or authorized by the Board Chairperson or Acting Chairperson.

B. Contractor shall provide legal advice to the CPOA as requested by the Board at Board meetings, and shall review Agendas, Minutes, and other documents, materials and resolutions for the Board's use.

C. Contractor shall represent the CPOA in the courts.

D. As Directed by the Board chairperson, Contractor shall advise the Board and/or CPOA Administrative Office as to any legal matters relating to this ordinance and the CPOA's duties, responsibilities, and procedures.

E. As directed by the Board chairperson or acting chairperson, after a majority vote of the Board, shall conduct legal research and submit a written or oral report to the Board regarding the results of the research and provide a copy to the CPOA Executive Director.

F. Perform all duties in the most cost effective manner possible.

G. Refrain from contact with news media unless approved in advance by the Board chairperson or Acting chairperson, and following notice to the CPOA Executive Director.

2. **Time of Performance.** Services of the Contractor shall commence April __ 2015, 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 June 30, 2015.

3. **Compensation and Method of Payment.**

A. **Compensation.** For performing the Services specified in Section 1 hereof, the CPOA agrees to pay the Contractor up to the amount of Fifteen Thousand and No/100 Dollars (\$15,000.00), including any applicable gross receipts taxes and reimbursable expenses. Such 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 monthly at the rate of One Hundred Eighty and No/100 Dollars (\$180.00) per hour and any applicable gross receipts taxes will be computed and added as a separate item to the billing, upon completion of the Services and upon receipt by the CPOA of properly documented requisitions for payment as determined by the budgetary and fiscal guidelines of the CPOA and on the condition that the Contractor has accomplished the Services to the satisfaction of the CPOA.

C. **Reimbursement of Expenses.** The following necessary expenses incurred in connection with the Services provided hereunder shall be reimbursed monthly, if approved by the CPOA in advance and billed at actual cost: motel, hotel, car rental, taxi, or other accommodations or modes of transportation; computer research; expert witness fees; and long distance telephone calls. Copies shall be billed at \$0.15 per page and mileage for approved in-state travel shall be billed at the current IRS mileage rates. The Contractor shall attach copies of all receipts, bills, statements and charges for which reimbursement is requested to its billing. Any applicable gross receipts taxes will be computed and added as a separate item to the billing.

D. **Time Records.** The Contractor shall maintain detailed time records which set forth each Service rendered in each matter, the person rendering such Service, the

hourly rate, the time expended in rendering such Service, and the date such service was rendered. The CPOA has the right to audit billings both before and after payment, to contest any billing or portion thereof. When the Contractor submits billings for payment pursuant to this Agreement, each billing will specify the amount billed for that reporting period and will indicate the total amount billed to that date under the terms of this Agreement.

E. **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 CPOA to the Contractor. Such event shall not constitute an event of default. All payment obligations of the CPOA and all of its interest in this Agreement will cease upon the date of termination. The CPOA's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

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 CPOA or 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 Board Chairperson or acting Board Chairperson. 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 CPOA and 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 CPOA and 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 CPOA and the City a certificate or certificates in form satisfactory to the CPOA and 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 CPOA and 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 General Liability Insurance.** N/A

B. **Automobile Liability Insurance.** N/A

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. **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.

11. **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.

12. **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.

13. **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. 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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **Applicable Law.** 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.

24. Interest of Contractor.

A. The Contractor agrees that it presently has no direct or indirect interest and shall not acquire any direct or indirect interest which conflicts in any manner or degree with the performance of the Services required to be performed under this Agreement. The Contractor further agrees that no person having any such conflict of interest will be employed to perform the Services.

B. The Contractor hereby agrees to report to the City in writing, any situation in which the Contractor or a member of the Contractor's firm may be asserting a position contrary to that of the City. Such situation includes but are not limited to instituting suit against the City, and of its employees or departments, regardless of whether a technical conflict exists under the Canons of Ethics or Disciplinary Rules or whether the subject matter of the litigation to be instituted is related to the Contractor's representation of the City under this Agreement.

(1) Upon notification of such a conflict, the City will inform the Contractor in writing within ten (10) days of receipt of the notification that the City will or declines to waive the potential conflict. If the conflict is waived, the Contractor or firm may proceed with representation in the conflict situation, informing the City should any relevant change of circumstances occur. If waiver of the conflict is denied, the Contractor is obligated under the provisions of this Agreement to cease its efforts in the conflict situation.

(2) If the Contractor refuses to cease representation, or if the Contractor fails to notify the City of potential conflict, the City may terminate this Agreement upon one (1) day's notice. The Contractor agrees to compensate the City for any costs incurred by the City to obtain alternate representation, including but not limited to, the cost of paying substitute counsel to become familiar with the case to a level at which the Contractor withdrew from representation and attorneys fees incurred by the City in obtaining the assistance of alternate counsel.

(3) The City is entitled to withhold payment of the final billing submitted by the Contractor to cover the cost of obtaining substitute representation, as provided above. After securing alternate counsel, the City will provide a summary of costs incurred by this counsel and will pay any applicable amounts remaining due to the Contractor.

25. Records, Pleadings, and Case File. Records, pleadings, legal research, and the case file shall be sent to the City at the conclusion of the case. Highly confidential documents such as attorney notes and client correspondence need not be returned.

26. Reports required. If requested, within thirty (30) days after entering into this Agreement, the Contractor will provide the CPOA with a brief analysis of the task to be undertaken and a plan for performing the tasks under this Agreement. With regard to any litigation, this will include an assessment of the relative merits of the parties' position, and a

litigation plan, including a proposed time schedule.

At the time of submission of any billing, the Contractor will also submit to the CPOA Executive Director a status report indicating the current status of the litigation or other project which is the subject of this Agreement, a summary of the activities undertaken for which the billing is being submitted, and a plan for future activities under the Agreement which the Contractor intends to perform during the next billing cycle.

27. Pleadings. All documents submitted to the Court or opposing counsel shall be copied to the CPOA Executive Director. Pleadings other than routine pleadings, such as briefs and motions, will be submitted to the CPOA Executive Director for review and approval prior to filing. Failure to submit the pleadings to the CPOA Executive Director in advance of filing may constitute grounds for termination of the Agreement or for refusal to compensate the contractor for all efforts expended in preparation of the pleading. A sample of the signature line for pleadings is:

Civilian Police Oversight Agency
City of Albuquerque
Robin S. Hammer, Acting Executive Director
Post Office Box 1293
Albuquerque, New Mexico 87103
(505) 924-3770

Name of Contract Attorney
Address of Contract Attorney
Albuquerque, NM

28. Renewals. Any continuation or renewal of this Agreement shall be the subject of further negotiations between parties.

29. Termination by Parties. This Agreement may be terminated by either of the parties when required by law or upon fifteen (15) days' notice of termination, whichever occurs first, or substitution of counsel. Notice of termination does not nullify obligations already incurred on the part of either party for performance or failure to perform to the date of termination, subject to the limits on total payment to be made as set forth in Paragraph 3 of this Agreement and subject to the City's entry of substituted counsel as set forth in Paragraph 4.B.(3).

30. Approval Required. This Agreement shall not become effective or binding until approved by the City's Executive Director of the Civilian Police Oversight Agency.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written.

CITY OF ALBUQUERQUE

CONTRACTOR: (name)

Approved By:

Robin Hammer
Acting Executive Director

By: _____

Title: _____

Date: _____

CITY OF ALBUQUERQUE

Office of the Mayor/Chief Administrative Officer



March 31, 2015

Dear CPOA Chairman Leonard Waites and Vice Chair Beth Mohr:

I am in receipt and thank you for the e-mail dated 3/13/15, from your Vice-Chairperson (attached hereto), directed to Mayor Berry regarding the Mayor's office presence at your first scheduled Police Oversight Board (POB) meeting on March 12, 2015. I think it is very important to address several points related to the Vice-Chairs comments that reflect a possible misunderstanding of several important points.

Firstly, the enabling legislation establishing the Civilian Police Oversight Agency (CPOA) and Police Oversight Board emphasizes the high degree of "Independence" that the Agency, its Board and its Director are to demonstrate. To this extent, the POB and its CPOA Independent Director's office, no longer administratively reports to the Office of the Chief Administrative Officer and otherwise are un-connected to either the executive or the legislative branch of City government. Both the Mayor and I entirely support this Independent structure. Although an agenda item entitled "City Staff Report" may have been on your agenda, to my knowledge, no one from the Mayoral administration, budget, or otherwise was contacted to attend the meeting.

The Albuquerque Police Department (APD) was present at the meeting including the attendance of several high level staff. During the past Police Oversight Commission (POC) meetings, the only representation from the Mayor's or CAO's Office was an assigned individual from constituent services.

My office made a thoughtful decision not to attend the meetings in order to provide your agency and its members an affirmation of its independence in City government. As you are aware, the scope and directive of the enabling legislation provides limited and specific authority for civilian oversight of citizen's complaints, a limited policy advisory role, and statistical analysis of certain police operations. In the past, the contour of this authority had been the subject of much debate, difference of opinion, and frankly disagreement of the role of the former Police Oversight Commission.

I certainly hope to support your agencies role, mission, and work. However, I am hopeful you and the entire board recognize and are able to navigate these previously challenging issues without interjection from the administration or city council. I do not think that interjecting the executive branch of City government through the Mayor's office would be productive or positive to that objective. To this extent, I am hopeful you can understand and appreciate our position of complete independence by the CPOA.

The correspondence reflects a misunderstanding of several matters related to the CPOA budget. Firstly, the Office of Management and Budget (OMB) did receive a budget requests from the Acting Director of CPOA on behalf of the POB and CPOA back in February 2015. The initial "Executive Budget Recommendation" typically begins using the past year's budget as a starting point and then submitting what are known as positive or negative "issue papers" to accommodate any significant structural, programmatic, or legislative changes to a department's budget. OMB and specifically their Budget analyst

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M002407

Page 2 of 2

Subject: Letter to Chairman Leonard Waites and Vice Chair Beth Mohr
March 31, 2015

(the most experienced in the City), is including \$215,000 in additional funding in FY-16 for; 1) community outreach \$89,590, 2) Outside legal contract \$ 75,000, and 3) Operating needs; travel/training \$51,000. In addition, they added funding of \$34,981 for salary forecast adjustments and other necessary expense categories of \$16,787. These budget increases exceed the 1/2% of the Albuquerque Police Department's budget as required by the new CPOA ordinance. I am enclosing copies of the CAO summary, the issue papers, and the budget worksheet Line Item/Rollup (dated: February 11, 2015). The budget increase being proposed and evidenced by these submissions increase your total funding from FY/15 \$610,357 to a budget recommendation of \$877, 874 or a 44% increase, equaling \$267,517. I would appreciate it if you could share this information with each member of the POB in order to dispel any insinuation to the contrary.

Lastly, I called and left a message with a number I had for you on Friday afternoon March 13, 2015, to discuss several of these matters. I am unsure if you received my voice mail. I had later heard that you had a personal situation that has only recently allowed you to return to POB matters and I hope you are doing well. I look forward to further discussions and to outline our position supporting your board's independence and autonomy as well as supporting the objectivity and positive nature of your important work.

I appreciate the e-mail and think quite highly of the Vice-Chair; However, I thought it best to bring these matters to your attention. I think it is important that your entire board unambiguously recognize this administration's genuine support for CPOA but also understand our position related to independence.

Thank you for your attention to this matter.

Best regards,



Rob Perry
Chief Administrative Officer

XC:

Chief Gorden Eden, Albuquerque, Police Department
Robin Hammer, Police Oversight Agency
Jon Zaman, Director of Council Services

M002408

Alvarez, Giselle M.

From: Woodward, Delaney
Sent: Monday, March 16, 2015 2:55 PM
To: Perry, Robert J.; Montano, Gilbert A.
Subject: FW: Disappointed that the Mayor sent no City Staff to the first Police Oversight Board Meeting

Fyi.

From: Beth Mohr [<mailto:cabq.pob.mohr@gmail.com>]
Sent: Friday, March 13, 2015 1:03 PM
To: Mayor Berry
Subject: Disappointed that the Mayor sent no City Staff to the first Police Oversight Board Meeting

Dear Mayor Berry,

It is difficult to express the depth of my disappointment in the fact that there was no representation from the Mayor's Office at the first Police Oversight Board (POB) meeting, which was publicly televised last night. Obviously I didn't expect you to attend, but someone from your office should have been there.

The message that the Administration appears to be sending is that the POB is not important enough to warrant any representative at all, despite the fact that there was an agenda item for City Staff to report. At the very least, there should have been someone from the Mayor's Office there to welcome the Board, thank them for their service, and stand for questions. What are your intentions with respect to the POB?

The question I would have asked City Staff, had they been present, is whether the administration plans to propose to Council a sufficiently adequate budget for the Civilian Police Oversight Agency (CPOA) and POB that will provide for both the DOJ mandated hire of a community outreach person, and the ability for the entire POB to attend the training provided for Board Members by the National Association of Civilian Oversight of Law Enforcement (NACOLE).

Currently, the Board is provided with no fewer than 72 hours of training by the APD, and a few hours of training from other City Staff, as well as ride-along assignments and tours. While I do appreciate the opportunity to receive this training from the APD, in my experience, the people responsible for causing the problem are generally not the most qualified to provide training regarding how to solve the problem. It is very important that all of the Board Members have the opportunity to receive additional training, such as the NACOLE training available this fall.

So far we have been told by the Acting CPOA Director, Robin Hammer, that due to budget constraints, we will not be provided with printed copies of any of the Board materials, we will not be provided with any food or water at the POB meetings regardless of length, there may not be money to hire independent counsel for the POB, and we will not have the opportunity for all of the Board Members and CPOA staff members to attend the NACOLE training conference.

If the Administration wants to "starve out" the POB, through lack of support and resources, this is a very good way to accomplish that goal. I am frankly disappointed that Ms. Hammer failed to submit a budget that included all of those elements, but I am requesting that your office add them through the budget hearing process.

Additionally, if your intention is to support the POB in our efforts, I would expect to see a City Staff person attending future POB meetings. The message sent by their absence at the first meeting was extremely disappointing, and is not what I've come to expect from your administration. Frankly, I assume that you were unaware that nobody had been assigned to attend, but the lack of attention is no less disappointing.

I look forward to your personal reply to this email. While I am sending this directly and solely to you at this time, I reserve the right to widen the distribution of this conversation if a reply is not forthcoming.

Respectfully yours,

Beth A. Mohr, Co-Vice Chair
Albuquerque Police Oversight Board

NOTICE: This email may be subject to disclosure under the New Mexico Inspection of Public Records Act. Please be thoughtful when replying to or forwarding this email.

D3922000 CA-Police Oversight

	FY14 Actual	FY15 Budget	FY16 Baseline	FY16 OMB Adjust	FY16 Dept Adjust	FY16 CAO Adjust	FY16 Council Adjust	Total
5001 Wages-Regular-Budget	321,488	400,344	426,108	0	0	0	0	426,108
5002 Wages-Temp-Budget	0	0	0	0	0	0	0	0
5003 Wages-Overtime-Budget	0	0	0	0	0	0	0	0
5144 PERA-Budget	61,052	77,712	82,704	0	0	0	0	82,704
5148 FICA-Budget	23,667	30,624	32,592	0	0	0	0	32,592
5156 Other Emp Benefits-Budget	44,714	52,452	67,044	0	0	0	0	67,044
5157 Retiree Hlth Care-Budget	6,422	8,004	8,520	0	0	0	0	8,520
5160 Educ Incentive-Budget	0	0	0	0	0	0	0	0
5162 Emp Incentive-Budget	0	0	0	0	0	0	0	0
5164 Clothing Allowance-Budget	0	0	0	0	0	0	0	0
5199 Fringe Recovery-Budget	0	0	0	0	0	0	0	0
TOTAL PERSONNEL	457,344	569,136	616,968	0	0	0	0	616,968
5205 Prof Services-Budget	0	14,500	14,500	0	0	0	0	14,500
5210 Other Services-Budget	0	2,000	2,000	0	0	0	0	2,000
5211 Electricity-Budget	0	0	0	0	0	0	0	0
5212 Natural Gas-Budget	0	0	0	0	0	0	0	0
5213 Refuse Removal-Budget	0	0	0	0	0	0	0	0
5214 Telephone-Budget	2,570	2,721	2,721	2,880	0	0	0	5,601
5215 Water & Sewer-Budget	0	0	0	0	0	0	0	0
5216 Utilities-Budget	0	0	0	0	0	0	0	0
5220 Supplies-Budget	13,238	17,500	17,500	0	0	0	0	17,500
5225 Travel-Budget	6,229	0	0	0	0	0	0	0
5230 Training-Budget	0	0	0	0	0	0	0	0
5234 Dues & Mbrships-Budget	0	500	500	0	0	0	0	500
5236 Fee Reim-Budget	0	0	0	0	0	0	0	0
5238 Repairs & Maint-Budget	1,200	0	0	0	0	0	0	0
5239 Vehicle Maint-Budget	0	0	0	0	0	0	0	0
5246 Fuels & Lub-Budget	0	0	0	0	0	0	0	0
5250 Tires & Tubes-Budget	0	0	0	0	0	0	0	0
5252 Taxes-Budget	0	0	0	0	0	0	0	0
5253 Interest on Cust Dep-Budget	0	0	0	0	0	0	0	0
5254 D/S Interest Exp-Budget	0	0	0	0	0	0	0	0
5255 D/S Agent Fees-Budget	0	0	0	0	0	0	0	0
5258 D/S Principal Repay-Budget	0	0	0	0	0	0	0	0
5262 Indemnity Clms&Judg-Budget	0	0	0	0	0	0	0	0
5263 Medical Clms&Judg-Budget	0	0	0	0	0	0	0	0
5271 Insurance-Budget	0	0	0	0	0	0	0	0
5275 Contractual Svcs-Budget	24,715	4,000	4,000	0	0	0	0	4,000
TOTAL OPERATING EXPENSES	47,953	41,221	41,221	2,880	0	0	0	44,101
5305 Captl-Land-Budget	0	0	0	0	0	0	0	0
5310 Captl-Bldgs&Struc-Budget	0	0	0	0	0	0	0	0
5315 Captl-Streets-Budget	0	0	0	0	0	0	0	0
5320 Captl-NonStruct Imp-Budget	0	0	0	0	0	0	0	0
5325 Captl-Auto/Buses-Budget	0	0	0	0	0	0	0	0
5330 Captl-Mach/Equip-Budget	0	0	0	0	0	0	0	0
5335 Captl-Office Furn-Budget	0	0	0	0	0	0	0	0
5338 Captl-Hardware/Software-Budget	0	0	0	0	0	0	0	0
5340 Captl-Museum Coll-Budget	0	0	0	0	0	0	0	0
5350 Captl-Police/Zoo-Budget	0	0	0	0	0	0	0	0
TOTAL CAPITAL	0	0	0	0	0	0	0	0
5910 Trfr Out-Other Funds-Budget	0	0	0	0	0	0	0	0
5920 Trfr Out-PILOT-Budget	0	0	0	0	0	0	0	0
5930 Trfr Out-IDOH-Budget	0	0	0	0	0	0	0	0
594031 Vehicle - Maintenance	0	0	0	0	0	0	0	0
594041 Vehicle - Fuel	0	0	0	0	0	0	0	0
594051 Network Charges-Expense	0	0	0	0	0	0	0	0
594061 Radio Maintenance	0	0	0	0	0	0	0	0
594071 Equipment Replacement	0	0	0	0	0	0	0	0
594105 Insurance - Workers Comp	0	0	0	0	0	0	0	0
594107 Insurance - Tort & Other Liab	0	0	0	0	0	0	0	0
594115 Insurance - Risk Recovery Plan	0	0	0	0	0	0	0	0
5950 Trfr Out-Debt Svc-Budget	0	0	0	0	0	0	0	0
5970 Trfr Out-CIP-Budget	0	0	0	0	0	0	0	0
TOTAL TRANSFERS	0	0	0	0	0	0	0	0
GRAND TOTALS	505,297	610,357	658,189	2,880	0	0	0	661,069

**CIVILIAN POLICE OVERSIGHT AGENCY
GENERAL FUND - 110
FY/16 PROPOSED BUDGET**

Date: 3/12/2015 Time: +

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	POS.	PERSONNEL	EXPENSES	CAPITAL	TRANSFERS	TOTAL
FY/15 APPROVED BUDGET						0

TECHNICAL ADJUSTMENTS:						
Transfer in from the CAO Department	7	569,136	41,221	0	0	610,357
Salary Forecast Adjustments		34,981				34,981
OEB - Life, Unemp, Ins. Admin - .92%		5,236				5,236
Salary Accrual - 1 day		2,128				2,128
FY/15 Wage Adj. from Reserve		9,423				9,423
Telephone			159			159
Rounding						0
SUBTOTAL	7	620,904	41,380	0	0	662,284

DEPARTMENT REQUEST	7	620,904	41,380	0	0	662,284
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EXECUTIVE DECISIONS

ISSUE PAPERS:						
						0
						0
						0
SUBTOTAL	0	0	0	0	0	0

CIP COMING-ON-LINE:						
						0
SUBTOTAL	0	0	0	0	0	0

TOTAL FY/16 PROPOSED BUDGET	7	620,904	41,380	0	0	662,284
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NET PERCENT CHANGE	7	9.1%	0.4%	n/a	n/a	8.5%
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NONRECURRING APPROPRIATIONS - INFORMATION ONLY						
						0
						0
SUBTOTAL	0	0	0	0	0	0

ISSUE PAPERS (In Priority Order)						
1 Community Outreach	1	80,890	8,700			89,590
2 Outside Legal Council			75,000			75,000
3 Operating Needs			51,000			51,000
SUBTOTAL	1	80,890	134,700	0	0	215,590

CIP COMING-ON-LINE:						
1						0
2						0
SUBTOTAL	0	0	0	0	0	0

TOTAL DEPARTMENT REQUEST	8	701,794	176,080	0	0	877,874
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FORM 1
ISSUE PAPER COST WORKSHEET
FY/16

ISSUE TITLE: Community Outreach

TOTAL ISSUE COST:

89,590

EFFECTIVE DATE TO IMPLEMENT PROPOSAL:

GOAL:

2

- ☐ Public Safety Quarter Cent Issue
☐ Neutral Issue
☐ Reduce one service to increase another
☐ Increase revenues to increase service
☐ Reallocate resources within a service
☐ Negative Issue
☐ CIP Coming on Line

Program Strategy Name/Number: CPOA Administration -1500001
 Department: Civilian Police Oversight Agency
 Fund Name/Number: General Fund - 110
 FY/15 or FY/16 Objective (this issue is linked to):

PURPOSE AND EXPLANATION OF ISSUE:

The DOJ Settlement Agreement and City ordinance require the Civilian Police Oversight Agency (CPOA) to create a Community Outreach program aimed at soliciting public input from broad segments of the community in terms of geography, race, ethnicity, and socio-economic status. The City Ordinance requires the CPOA to have a full-time employee dedicated to conducting Community Outreach.

HOW WILL CUSTOMER OR COMMUNITY CONDITIONS CHANGE?

By creating a CPOA Community Outreach program, the CPOA will assist in building relationship between community members and the Albuquerque Police Department. This Community Outreach would educate Albuquerque citizens on the avenues available to them to address their thoughts about APD, both positive and negative, and to provide a vehicle for input to APD for suggesting changes.

REVENUE ENHANCEMENTS

Revenue Source	Current Rate	Total Current Revenue	Proposed Rate	Total Proposed Revenue	Approval Authority for Rate Change
Subtotal:				0	

PERSONNEL COSTS or (SAVINGS):

Department ID #	Position Title	Grade	Full Time?	# of hours if not FT	# of Positions	Cost (Savings) including Fringe Benefits
1510000	Community Outreach administrator	Uncl	FT	2080	1	80,890
Subtotal:					1	80,890

NON-PERSONNEL COSTS or (SAVINGS):

Department ID #	Account Number	Non-personnel Items Requested/Changed/Eliminated	Cost (Savings)
1510000	522000	Supplies for meetings	5,000
1510000	533000	One-time computer, data line, office needs	3,700
Subtotal:			8,700

FORM 1
ISSUE PAPER COST WORKSHEET
FY/16

ISSUE TITLE: Outside Legal Council

TOTAL ISSUE COST:

75,000

EFFECTIVE DATE TO IMPLEMENT PROPOSAL:

GOAL:

2

- ☐ Public Safety Quarter Cent Issue
☐ Neutral Issue
☐ Reduce one service to increase another
☐ Increase revenues to increase service
☐ Reallocate resources within a service
☐ Negative Issue
☐ CIP Coming on Line

Program Strategy Name/Number: CPOA Administration -1500001
 Department: Civilian Police Oversight Agency
 Fund Name/Number: General Fund - 110
 FY/15 or FY/16 Objective (this issue is linked to):

PURPOSE AND EXPLANATION OF ISSUE:

Both the DOJ Settlement Agreement and City Ordinance direct the City to fund the CPOA in order for the Agency to have the ability to retain outside contract legal council as necessary. This contract independent legal counsel would provide legal advice to the CPOA when the CPOA has legal questions or concerns which may be in conflict with the City government and/or the Albuquerque Police Department. One mission of the Civilian Police Oversight Agency is to "ensure that the civilian police oversight body functions as independently as possible from the executive and legislative branches of government of the City of Albuquerque." Funding independent contract legal services conforms to this mission.

HOW WILL CUSTOMER OR COMMUNITY CONDITIONS CHANGE?

With the ability to retain independent contract legal services, the CPOA will accomplish its mission of autonomy and independence from the executive and legislative branches of City government.

REVENUE ENHANCEMENTS

Revenue Source	Current Rate	Total Current Revenue	Proposed Rate	Total Proposed Revenue	Approval Authority for Rate Change
Subtotal:				0	

PERSONNEL COSTS or (SAVINGS):

Department ID #	Position Title	Grade	Full Time?	# of hours if not FT	# of Positions	Cost (Savings) including Fringe Benefits
Subtotal:					0	0

NON-PERSONNEL COSTS or (SAVINGS):

Department ID #	Account Number	Non-personnel Items Requested/Changed/Eliminated	Cost (Savings)
1510000	520500	Contract Legal Staffing	75,000
Subtotal:			75,000

FORM 1
ISSUE PAPER COST WORKSHEET
FY/16

ISSUE TITLE: Operating Needs

TOTAL ISSUE COST:

51,000

EFFECTIVE DATE TO IMPLEMENT PROPOSAL:

GOAL:

2

- ☐ Public Safety Quarter Cent Issue
☐ Neutral Issue
☐ Reduce one service to increase another
☐ Increase revenues to increase service.
☐ Reallocate resources within a service
☐ Negative Issue
☐ CIP Coming on Line

Program Strategy Name/Number: CPOA Administration -1500001
 Department: Civilian Police Oversight Agency
 Fund Name/Number: General Fund - 110
 FY/15 or FY/16 Objective (this issue is linked to):

PURPOSE AND EXPLANATION OF ISSUE:

City Ordinance encourages Police Oversight Board (POB) members to attend conferences and workshops relating to police oversight, such as the annual National Association of Civilian Oversight of Law Enforcement (NACOLE) conference at City expense depending on budget availability. Request sufficient funding to send POB members and staff to an annual NACOLE conference. City Ordinance and DOJ require the CPOA to produce several reports. Request funding for contractual staff on an as needed basis to proof and review all required reports. Currently, there are no FTE's who can fulfill the proof-reading function needed at the CPOA.

HOW WILL CUSTOMER OR COMMUNITY CONDITIONS CHANGE?

Through attending conferences and workshops taught by recognized experts in the police oversight field, POB members and CPOA staff will increase their knowledge of nationally accepted practices and trends in police oversight. By providing funds for temporary proofing and reviewing services, the CPOA will be able to produce the legally-mandated reports and community outreach materials to the highest professional standard.

REVENUE ENHANCEMENTS

Revenue Source	Current Rate	Total Current Revenue	Proposed Rate	Total Proposed Revenue	Approval Authority for Rate Change
Subtotal:				0	

PERSONNEL COSTS or (SAVINGS):

Department ID #	Position Title	Grade	Full Time?	# of hours if not FT	# of Positions	Cost (Savings) including Fringe Benefits
Subtotal:					0	0

NON-PERSONNEL COSTS or (SAVINGS):

Department ID #	Account Number	Non-personnel Items Requested/Changed/Eliminated	Cost (Savings)
1510000	520500	Professional Services	(14,500)
1510000	522500	Supplies	(4,800)
1510000	522500	Travel - Nacole Conference - 15	25,500
1510000	523500	Repairs and Maintenance - copier	4,800
1510000	527500	Contract Staffing	40,000
Subtotal:			51,000

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

UNITED STATES OF AMERICA,

Plaintiff,

vs.

CIV 14-1025 RB/SMV

THE CITY OF ALBUQUERQUE,

Defendant.

**BRIEF OF *AMICUS CURIAE*
ADMINISTRATIVE OFFICE OF THE CITY OF ALBUQUERQUE'S
CIVILIAN POLICE OVERSIGHT AGENCY
(FORMERLY THE INDEPENDENT REVIEW OFFICE)**

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I. INTERESTS OF THE AMICUS

The Civilian Police Oversight Agency (“CPOA”) is an independent subdivision of the City of Albuquerque which is directly affected by the Settlement Agreement between the Department of Justice and the City of Albuquerque. On October 6, 2014, the City of Albuquerque amended its Police Oversight Ordinance, Albuquerque, NM Code §§ 9-4-1-1 (2014), *et seq*, in an effort to address concerns about the ineffectiveness of the former Police Oversight Commission. The 2014 amendment combined the Police Oversight Commission and Independent Review Office into one body, the Civilian Police Oversight Agency (CPOA). The Police Oversight Ordinance provides that the City Attorney does not represent the CPOA, with the exception of personnel matters. Albuquerque, NM Code § 9-4-1-4 (2014).

Under this amended Police Oversight Ordinance, the CPOA has several missions: to foster and perpetuate policing policies and practices that effectively maintain social order and which at the same time foster mutual trust and cooperation between police and civilians; ensure that the civilian police oversight body functions as independently as possible from the executive and legislative branches of government of the City of Albuquerque; provide civilians and police officers a fair and impartial system for the investigations and determinations on civilian police complaints; gather and analyze data on trends and potential issues concerning police conduct and practices and the related impacts on the community and individuals; and provide policy guidance to the City Council, the Mayor and the Chief of Police. Thus, the interests of the CPOA are inextricably intertwined with the issues addressed in the Settlement Agreement, and its interests were not necessarily represented by the City of Albuquerque during the negotiations of the Settlement Agreement. While the independent police oversight process was addressed in

the April 10, 2014 Findings Letter, the CPOA was not treated as an important stakeholder by either the Department of Justice or the attorney's hired by the City's administration to negotiate the Settlement Agreement, necessitating the filing of this brief.

II. SUMMARY OF ARGUMENT

The Administrative Office of the CPOA has concerns about the mandates contained in the proposed Settlement Agreement (Settlement Agreement) concerning the CPOA's administrative investigation process into Civilian Police Complaints and Officer-Involved Shootings. The Settlement Agreement, for all intents and purposes, precludes mediation of Civilian Complaints. This is in direct contradiction of the City's Police Oversight Ordinance, which requires mediation to be considered as a means to resolve all Civilian Complaints. The 90-day deadline to complete all administrative investigations contained in the Settlement Agreement, fails to take into account the complex nature of Officer-Involved Shooting investigations. The Settlement Agreement requires the CPOA and APD to track whether a Civilian Complaint involves persons who have mental illness or are homeless. The CPOA frequently receives Civilian Complaints from persons who allege misconduct because APD officers said the civilian suffered from mental illness, thus making it a difficult subject to broach with many civilians. The Administrative Office of the CPOA will face great difficulty in investigating Civilian Complaints for events which took place greater than 120 days prior to the filing of the complaint. It will be also difficult to competently investigate anonymous and verbal complaints.

The CPOA currently conducts its administrative investigations in conformance with the City's Police Oversight Ordinance, APD's Standard Operating Procedures, and the City's contract with the Albuquerque Police Officer's Association ("APOA"). The Settlement Agreement is in direct contravention to the City of Albuquerque's contract with

the Albuquerque Police Officer's Association ("APOA"). The provisions of the Settlement Agreement which conflict with the APOA contract are unnecessary and will likely lead to protracted litigation. Additionally, provisions concerning the investigation of civilian complaints, including the collection of sensitive demographic information, mediation of complaints, case completion deadlines, and investigative step requirements, are at best unrealistic and at worst a thoughtlessly constructed recipe for failure. Again, these issues could have been addressed at the onset of the agreement had the CPOA been included in the negotiations.

III. ARGUMENT

A. The Settlement Agreement Creates Untenable Requirements and Deadlines for the CPOA Inhibiting Timely and Meaningful Civilian Police Oversight

1. The Settlement Agreement Precludes Mediation of Civilian Complaints.

Mediation of Civilian Complaints would be precluded under the proposed Settlement Agreement. The Settlement Agreement states, "APD and the Civilian Police Oversight Agency shall develop and implement a policy that specifies those complaints other than misconduct that may be resolved informally or through mediation." Settlement Agreement at ¶ 184. The Settlement Agreement defines "misconduct" as:

a violation of departmental policies or procedures; violation of federal, state, or local criminal laws; constitutional violations, whether criminal or civil; violation of personnel rules; violation of the merit systems ordinance; violation of administrative rules; violation of regulations; and violation of the labor management relations laws.

Settlement Agreement at ¶ 12(dd). Under ¶ 184, Civilian Complaints could only be solved through mediation if the Civilian Complaints do not allege misconduct. The definition of misconduct contained in ¶ 12, nearly all Complaints filed would allege misconduct. This is in direct contradiction of the City's Police Oversight Ordinance §9-4-1-4(3)(a), which

requires mediation as a method to resolve Civilian Complaints to be considered first in every case. Mediation is a method in which a community member could resolve his or her dispute with an APD Officer and the Officer could better understand the civilian's concerns, creating better community/police relations, a primary goal of the Settlement Agreement.

2. Complex Officer-Involved Shooting Investigations Typically Take Much Longer Than 90 days to Complete.

The Settlement Agreement mandates that all administrative investigation must be completed within in 90 days:

All administrative investigations conducted by the Internal Affairs Bureau or the Civilian Police Oversight Agency shall be completed within 90 days of the initiation of the complaint investigation. The 90-day period shall not include time for review. An extension of the investigation of up to 30 days may be granted but only if the request for an extension is in writing and is approved by the Chief.

Settlement Agreement at ¶ 191. While this proposed deadline may be achievable for civilian complaints, the CPOA is also tasked with investigating Officer-Involved Shootings (OIS). There is no exception to this 90 day time limit for OIS investigations. These investigations involve many witnesses, expert testimony, forensic examinations and review of extensive amounts of evidence. Most, if not all, OIS Investigations could not be completed in the required time.

3. Inquiring Whether Someone Has Mental Illness From a Civilian Complainant May Further Alienate That Person From the Police

The Settlement Agreement requires APD and the CPOA to track "allegations regarding misconduct involving individuals who are known to be homeless or have a mental illness, even if the complainant does not specifically label the misconduct as such." Settlement Agreement at ¶175. The CPOA frequently receives Civilian Complaints from persons who allege misconduct because APD officers had indicated to the civilian that he

or she suffered from mental illness. Requiring APD and the CPOA to discuss this sensitive topic with persons who may or may not suffer mental illness could further victimize some persons and belay any confidence they may have in the CPOA. In addition, relying upon civilian to self-report a history of mental illness would lead to inconsistent and untrustworthy data.

4. It Will Be Difficult, and Many Times Impossible, for the CPOA to Make Any Meaningful Investigation into Anonymous, Verbal Complaints and Complaints Which Occurred Long Ago.

The Settlement Agreement requires APD to "accept complaints regardless of when they are filed." Settlement Agreement ¶ 170. Currently APD requires its officers to retain their lapel camera videos and other evidence in matters in which no criminal charges were filed for 120 days. Investigating complaints which allege misconduct greater occurring more than 120 days in the past, would be difficult to prove or disprove.

The Settlement Agreement permits the filing of verbal and anonymous complaints. Settlement Agreement ¶ 172 Anonymous complaints have not traditionally accepted; they are less reliable, with less information to conduct a meaningful investigation. This situation results in frustration for not only the civilian, but also the investigator and the Police Oversight Board, which will eventually hear the complaint and hear the findings related to those complaints. In many circumstances, verbal complaints are often angry person, who wish to vent their frustration, and do not wish a full investigation to the incident. Requiring persons to make their complaint in writing would distinguish someone who wants an investigation, versus someone who wants a sympathetic ear.

5. Requiring the CPOA to Review Criminal Histories of Complainants Could Discourage Persons From Filing Complaints Against APD

The Settlement Agreement requires the CPOA and APD to "take into account any

convictions for crimes of dishonesty of the complainant or any witness." Settlement Agreement at ¶190. Currently, the CPOA does not consider the criminal history of any complainant or witnesses, and does not typically run criminal background checks. If a civilian knew that their criminal history would be examined prior to the CPOA making a finding in their complaint, this could create a chilling effect and discourage persons from filing complaints against APD. The same paragraph also requires that an officer's prior history of truthfulness to be taken into account, which is less relevant, since all, if not nearly all, officers who have any history of dishonesty are terminated from APD.

B. The Settlement Agreement Conflicts with the Albuquerque Police Officer's Association Contract, Making it Unclear How the CPOA Should Conduct Investigations.

The CPOA conducts its administrative investigation into Civilian Complaints under the Police Oversight Ordinance, the APOA Contract, and will do so under the mandates of the Settlement Agreement. There are several provisions in the Settlement Agreement which conflict with the APOA Contract. The CPOA requires a finding from this Court whether these provision of the Settlement Agreement which conflict with the APOA Contract are lawful and therefore prevail as the guiding mandates for the CPOA's investigations.

The Contract Clause of the United States Constitution provides that "[n]o State shall ... pass any ... Law impairing the Obligation of Contracts." *Parela v. Retirement Bd. of Rhode Island Employees Retirement System*, 173 F.3d 46, 59 (1st Cir. 1999) citing U.S. Const. art. I, § 10, cl. 1; *See also AFSCME Council 18 v. State of N.M.*, 30,770 (N.M. Ct. App. 2013). Although the original intent of this language was to bar retroactive laws (particularly debtor relief laws) that would impair private contractual rights, the clause has long been interpreted to apply to public contracts as well. *Parela*,

173 F.3d at 59 citing *Fletcher v. Peck*, 10 U.S. 87, 137-39, 3 L.Ed. 162 (1810).

The same two-part test applies in both public and private contexts. *Parela*, 173 F.3d at 59 citing *Parker v. Wakein*, 123 F.3d 1, 4-5 (1st Cir.1997); *McGrath v. Rhode Island Retirement Bd.*, 88 F.3d 12, 16 (1st Cir.1996). A reviewing court must first decide whether a change in state law has resulted in the "substantial impairment of a contractual relationship." *Parela*, 173 F.3d at 59; see also *Parker*, 123 F.3d at 4-5. This question can be broken down into "three components: whether there is a contractual relationship, whether a change in law impairs that contractual relationship, and whether the impairment is substantial." *Parela*, 173 F.3d at 59 citing *Romein*, 503 U.S. at 196, 112 S.Ct. 1105; see also *Parker*, 123 F.3d at 5; *McGrath*, 88 F.3d at 16. If each of these three component questions is answered affirmatively, the court must determine whether the impairment is nonetheless justified as "reasonable and necessary to serve an important public purpose." *Parela*, 173 F.3d at 59. The height of the hurdles plaintiffs must overcome under each part of this test, however, depends on whether the context is public or private. *Parela*, 123 F.3d at 59. Where the state is alleged to have impaired private contractual rights, the hurdle for plaintiffs under the second part of the test will ordinarily be higher than in public contract cases, since states have broad discretion to determine whether an impairment of a private contract is reasonable or necessary. *Parela*, 173 F.3d at 59. Where the state is alleged to have impaired a public contract, at least where the impairment operates for the state's benefit, "less deference to a legislative determination of reasonableness and necessity is required, because 'the State's self-interest is at stake.'" *Parela*, 173 F.3d at 60 citing *Parker*, 123 F.3d at 5; see also *McGrath*, 88 F.3d at 16 ("[W]hen a state is itself a party to a contract, courts must scrutinize the state's asserted purpose with an extra measure of vigilance.") Under these legal standards the Settlement

Agreement violates the APOA Contract, resulting in a Contract Clause violation.

For example, the Settlement Agreement violates the APOA Contract in several areas. The APOA Contract states at §20.1.3.1: "An official complaint shall be defined as any complaint made by a citizen where the complainant provides his name, address, and telephone number and the complainant has completed a signed statement." The APOA Contract further states in §20.1.3.2 states that "unofficial complaints" are be defined as "any complaint of a non-criminal nature made by a citizen where the citizen refuses to complete a signed statement." The APOA Contract prohibits APD or the CPOA from conducting investigations into unofficial complaints of a non-criminal nature. Id. The APOA Contract requires that APD or the CPOA provided the name of the "charging officer, complainant, or citizen making the charge shall be disclosed if this information is known to the officer conducting the investigation."

As discussed above, the Settlement Agreement permits the filing of verbal and anonymous complaints. Settlement Agreement ¶ 172. The Settlement Agreement directly conflicts with the APOA Contract, which requires a civilian complainant to sign their complaint. Requiring a name for a complaint and requiring the person to be directly related to the incident are not unreasonable and serve to ensure accurate and meaningful investigations.

In a similar vein, the Settlement Agreement at ¶ 170 states: "APD shall accept complaints regardless of when they are filed." Civilian complaints can be filed even if the act complained about happened years before the complaint. This provision markedly impedes the above referenced provisions of the APOA contract by inhibiting the officer from receiving a fair investigation. Documents and video are disposed of, officer memories and witness recollections fade, and officers are left to fight allegations

with neither proof nor memory. Such an investigation bears no meaningful fruit for law enforcement improvement but instead leads to further dissatisfaction with the process from all sides. There also may be other mandates in the Settlement Agreement which conflict with the APOA Contract, those will be left to the APOA to address, if they so choose.

The first two prongs of the contracts violation test are met in this case. Thus, the question for this Court, whether at this point or in future litigation, will be to determine whether the impairment to the contract is substantial. That being said, the Administrative Office of the CPOA respectfully requests this Court to provide guidance as to which mandates when conducting administrative investigations to follow: those contained in the Settlement Agreement or those contained in the APOA contract.

V. CONCLUSION

For the reasons stated above and the reasons advanced by the CPOA, the Court should consider revising the Settlement Agreement as outlined above.

Respectfully submitted,

By: s\ Robin S. Hammer (electronically filed)
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing pleading was mailed this 14th day of January, 2014 to the following:

Jenica Jacobi

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By: \s\ Robin S. Hammer

Robin S. Hammer

jswilsonPOB@outlook.com

From: <postmaster@cabq.gov>
 Date: Friday, April 03, 2015 11:44 AM
 To: <jswilsonpob@outlook.com>
 Attach: ATT00592.dat; Email address.eml
 Subject: Undeliverable: Email address

Delivery has failed to these recipients or groups:

IGLPOBAF@cabq.gov

Your message can't be delivered because delivery to this address is restricted.

Diagnostic information for administrators:

Generating server: cabq.gov

IGLPOBAF@cabq.gov

#550 5.7.1 RESOLVER.RST.AuthRequired; authentication required ##rfc822;pob@cabq.gov

Original message headers:

Received: from na01-ba1-obe.outbound.protection.outlook.com (207.46.163.141) by CCAEX02.coa.cabq.lcl (10.1.105.102) with Microsoft SMTP Server (TLS) id 14.3.195.1; Fri, 3 Apr 2015 11:44:53 -0600
 Received: from BNIAFFO11FD013.protection.gbl (10.58.52.33) by BNIAFFO11HUB016.protection.gbl (10.58.52.126) with Microsoft SMTP Server (TLS) id 15.1.136.16; Fri, 3 Apr 2015 17:44:52 +0000
 Authentication-Results: spf=pass (sender IP is 65.54.190.98) smtp.mailfrom=outlook.com; cabq.gov; dkim=none (message not signed) header.d=none; cabq.gov; dmarc=pass action=none header.from=outlook.com;
 Received-SPF: Pass (protection.outlook.com: domain of outlook.com designates 65.54.190.98 as permitted sender) receiver=protection.outlook.com; client-ip=65.54.190.98; helo=BAY004-OMC2S23.hotmail.com;
 Received: from BAY004-OMC2S23.hotmail.com (65.54.190.98) by BNIAFFO11FD013.mail.protection.outlook.com (10.58.52.73) with Microsoft SMTP Server (TLS) id 15.1.136.16 via Frontend Transport; Fri, 3 Apr 2015 17:44:52 +0000
 Received: from BAY167-W94 ([65.54.190.123]) by BAY004-OMC2S23.hotmail.com over TLS secured channel with Microsoft SMTPSVC(7.5.7601.22751); Fri, 3 Apr 2015 10:44:50 -0700
 X-TM4: (JgHbnff2bSaFB+DKMtJWJCw6Q0Z8vLxw)
 X-Originating-Email: [jswilsonpob@outlook.com]
 Message-ID: <BAY167-W949CACA6DDDCD82D28CCDB8F10@pbx.gbl>
 Return-Path: jswilsonpob@outlook.com
 Content-Type: multipart/alternative;
 boundary="767c095b-fc53-4c82-b8d9-5a62ee5205d9_"
 From: Scott Wilson <jswilsonpob@outlook.com>
 To: "POB@cabq.gov" <pob@cabq.gov>
 Subject: Email address
 Date: Fri, 3 Apr 2015 11:44:50 -0600
 Importance: Normal
 MIME-Version: 1.0
 X-OriginalArrivalTime: 03 Apr 2015 17:44:50.0777 (UTC) FILETIME=(E2996490:01D06E35)
 X-EOFAAttributeMessage: 0
 X-Forefront-Antispam-Report: CIP:65.54.190.98;CTRY:US;IEV:NLI;EFV:NLI;SFV:NSPM;SFS:(433002)(189052)(164054003)(199003)(104016003)
 X-Microsoft-Antispam-UriScan: BCL:0;PCL:0;RULEID:;SRVR:BNIAFFO11HUB016;
 X-Exchange-Antispam-Report-Test: UriScan:
 X-Exchange-Antispam-Report-CFA-Test: BCL:0;PCL:0;RULEID: (601004);SRVR:BNIAFFO11HUB016;BCL:0;PCL:0;RULEID:;SRVR:BNIAFFO11HUB016;
 X-MS-Exchange-CrossTenant-OriginalArrivalTime: 03 Apr 2015 17:44:52.2367 (UTC)
 X-MS-Exchange-CrossTenant-Id: d3a06f3e-e4f0-4338-9857-b4362d461636
 X-MS-Exchange-CrossTenant-FromEntityHeader: Internet
 X-MS-Exchange-Transport-CrossTenantHeadersStamped: BNIAFFO11HUB016
 X-TM-AS-Product-Ver: SMEX-11.0.0.4179-7.500.1018-21446.003
 X-TM-AS-Result: No-3.669800-5.000000-31
 X-TM-AS-User-Approved-Sender: No
 X-TM-AS-User-Blocked-Sender: No

M002429

jswilsonPOB@outlook.com

From: "Moirá Amado-McCoy" <moiraamado@gmail.com>
Date: Friday, April 03, 2015 3:08 PM
To: "Scott S. Wilson" <jswilsonpob@outlook.com>
Subject: apologies and

Hi, Scott.

Sorry — I was probably one of the folks that didn't notice or pay attention to your new address.

And, since we're thinking about it: I don't quite know what I'm missing, but at the moment I can't see any reason to have a separate email. Help me think through that?

Moirá

jswilsonPOB@outlook.com

From: "Hammer, Robin" <rhammer@cabq.gov>
Date: Friday, April 03, 2015 3:27 PM
To: "Bullock, Nicholas" <nbullock@cabq.gov>; "Cash, Paul" <pcash@cabq.gov>; "Contreras, Michelle" <mcontreras@cabq.gov>; "Davidson, Christopher" <christopherdavidson@cabq.gov>; "Hammer, Robin" <rhammer@cabq.gov>; "McDermott, Diane L." <dmcdermott@cabq.gov>; "O'Neil, Erin" <eoneil@cabq.gov>; "Skotchdopole, Paul A." <pskotchdopole@cabq.gov>; "Beth Mohr" <cabq.pob.mohr@gmail.com>; "David Ring" <dzt3@juno.com>; "Eric H. Cruz" <eric.huizar.cruz@gmail.com>; "Eva P. Sandoval" <evaps3716@yahoo.com>; "Jeannette V. Baca" <jvbaca.pob@gmail.com>; "Joanne Fine" <joannefine413@gmail.com>; "Leonard Waites" <phamason.lw@gmail.com>; "Maira Amado-McCoy" <moiraamado@gmail.com>; "Scott S. Wilson" <jswilsonpob@outlook.com>
Attach: Agenda Personnel Subcom 4-7-15 meeting.pdf
Subject: Agenda for Police Oversight Board Personnel Subcommittee

Dear POB Members:

Attached is the Agenda for next Tuesday's Personnel Subcommittee Meeting.

Please let me know if you have any questions.

Thanks,
Robin

Robin S. Hammer, Esq.
Acting Executive Director
Civilian Police Oversight Agency
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103
(505) 924-3770
Fax: (505) 924-3775
<http://www.cabq.gov/cpoa>

**CIVILIAN POLICE OVERSIGHT AGENCY
POLICE OVERSIGHT BOARD
PERSONNEL SUBCOMMITTEE**

Eric Cruz

Joanne Fine

Beth Mohr

Robin S. Hammer, Acting Executive Director

**POLICE OVERSIGHT BOARD
PERSONNEL SUBCOMMITTEE**

**Tuesday April 7, 2015 – 10:00 am
Plaza del Sol, 600 2nd Street NW –
Basement, Hearing Room 160**

A G E N D A

- I. Welcome and Call to Order: *Eric Cruz*
- II. Election of a Chair-
- III. Public Comments
- IV. Discussion of Process to Select Executive Director-
-Vince Yermal, Senior Human Resources Labor Advisor
- V. Discussion of HR issues at the CPOA office, within the limited scope
of the authority of the POB over the Executive Director
- City Attorney's Office
- VI. Discussion of Contract for Independent Legal Counsel
- VII. Other Business & Committee Recommendations:
- VIII. Next Meeting to be announced at Meeting
- IX. Adjournment

jswilsonPOB@outlook.com

From: "Hammer, Robin" <rhammer@cabq.gov>
Date: Friday, April 03, 2015 3:39 PM
To: "Davila, Natalee Z" <ndavila@cabq.gov>; "Funes, Ana R." <afunes@cabq.gov>; "Gonzalez, Arturo E." <aegonzalez@cabq.gov>; "Medrano, Michael V." <mmedrano@cabq.gov>; "Norris, Scott" <snorris@cabq.gov>; "Bullock, Nicholas" <nbullock@cabq.gov>; "Cash, Paul" <pcash@cabq.gov>; "Contreras, Michelle" <mcontreras@cabq.gov>; "Davidson, Christopher" <christopherdavidson@cabq.gov>; "Hammer, Robin" <rhammer@cabq.gov>; "McDermott, Diane L." <dmcdermott@cabq.gov>; "O'Neil, Erin" <eoneil@cabq.gov>; "Skotchdopole, Paul A." <pskotchdopole@cabq.gov>; "Beth Mohr" <cabq.pob.mohr@gmail.com>; "David Ring" <daz3@juno.com>; "Eric H. Cruz" <eric.huizar.cruz@gmail.com>; "Eva P. Sandoval" <evaps3716@yahoo.com>; "Jeannette V. Baca" <jvbaca.pob@gmail.com>; "Joanne Fine" <joannefine413@gmail.com>; "Leonard Waites" <phamason.lw@gmail.com>; "Moirra Amado-McCoy" <moirraamado@gmail.com>; "Scott S. Wilson" <jswilsonpob@outlook.com>
Attach: Police Oversight Board - Training and Rule Prioritization -DRAFT.doc
Subject: Proposed Draft of City Council Resolution re POB

Dear POB Members:

I am forwarding an email sent to me from City Council's Director, Jon Zaman. Attached is the proposed City Council Resolution regarding the Police Oversight Board, which relates to Agenda Item 7 on the proposed Agenda for next Thursday's POB Meeting.

Please let me know if you have any questions.

Thanks,
 Robin

Robin S. Hammer, Esq.

Acting Executive Director
 Civilian Police Oversight Agency
 City of Albuquerque
 P.O. Box 1293
 Albuquerque, NM 87103
 (505) 924-3770
 Fax: (505) 924-3775
<http://www.cabq.gov/cpoa>

From: Zaman, Jon K.
Sent: Friday, April 03, 2015 3:30 PM
To: 'pmrinc@mac.com'; Hammer, Robin
Cc: Melendrez, Chris P.; Gonzales, Jessica L.; Moya, Julian N
Subject: FW: Intro and holdover

Jim and Robin,

Attached FYI is a copy of a resolution that is being sponsored by Councilors Winter and Garduño that addresses the concerns that were expressed during a meeting with the DOJ last week. We have not yet assigned it a bill number, but we will get that to you once it's given a number.

Please let me know if you have any questions or if you need any additional information.

Thanks,

M002433

Jon

Jon K. Zaman
Director of Council Services
505-554-9900

From: Zaman, Jon K.
Sent: Friday, April 03, 2015 9:56 AM
To: Ortega, Crystal L.
Cc: Gonzales, Jessica L.; Moya, Julian N
Subject: Intro and holdover

Crystal,
Here's a resolution that Brad and Rey will cosponsor. It should be held over.
Jon

Jon K. Zaman
Director of Council Services
505-554-9900

4/2/2015

CITY of ALBUQUERQUE

TWENTY-FIRST COUNCIL

COUNCIL BILL NO. _____ ENACTMENT NO. _____

SPONSORED BY:

1 RESOLUTION

2 DIRECTING THAT THE POLICE OVERSIGHT BOARD PRIORITIZE TRAINING
3 AND DEVELOPMENT OF CERTAIN RULES AND REGULATIONS AT ITS INITIAL
4 MEETINGS.

5 WHEREAS, The Albuquerque City Council adopted O-14-13 (Enactment No. O-
6 2014-019) on September 18, 2014, which abolished the Police Oversight
7 Commission and replaced it with the Police Oversight Board (the "POB"), which is a
8 component of the overall umbrella Civilian Police Oversight Agency (the "CPOA");
9 and

10 WHEREAS, the POB has been populated with members, has held one meeting,
11 and is continuing to build capacity, expertise, and staffing in order to best fulfill its
12 important mission; and

13 WHEREAS, Per the Police Oversight Ordinance and the DOJ Agreement, POB
14 members are required to undergo extensive, time consuming training that will
15 ultimately create greater capacity for board members; and

16 WHEREAS, POB members have already been working diligently to complete all
17 required training in order to be fully functional and to build expertise and capacity;
18 and

19 WHEREAS, in addition to the training requirements, the Police Oversight
20 Ordinance calls upon the POB to submit rules and regulations governing civilian
21 complaint procedures to the City Council for approval, including rules and
22 regulations relative to time limits, notice, and other measures to insure impartial
23 review of civilians' complaints; and

24 WHEREAS, in order to ensure that the POB has all of the resources and
25 background as may be necessary and useful in fulfilling its functions, it should
26 prioritize the completion of training and development of its internal rules and
27 regulations relating to Civilian Police Complaints.

4/2/2015

1 BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE
2 CITY OF ALBUQUERQUE:

3 SECTION 1. INITIAL TRAINING TO BE PRIORITIZED; CERTAIN POLICIES
4 AND PROCEDURES TO BE ADOPTED BEFORE REVIEWING CIVILIAN POLICE
5 COMPLAINTS OR OFFICER INVOLVED SHOOTINGS. The POB shall make
6 completion of its training and development of its internal rules and regulations
7 relating to Civilian Police Complaints its first priority at its initial meetings; the POB
8 shall not review, consider or act upon Civilian Police Complaints or officer involved
9 shooting investigations until such time as:

10 a) A majority of its members have substantially completed all required training
11 as prescribed by the Police Oversight Ordinance and DOJ Agreement; and

12 b) The POB has submitted its rules and regulations relating to the processing
13 of Civilian Police Complaints; such rules and regulations shall at a minimum address
14 notice standards with respect to all affected parties or persons including the
15 complainant, APD IA, APD Command Staff and the Albuquerque Police Officer's
16 Association, and shall include provisions for reasonable and appropriate
17 coordination with the same.

18 SECTION 2. SEVERABILITY. If any section, paragraph, sentence, clause,
19 word or phrase of this resolution is for any reason held to be invalid or unenforceable
20 by any court of competent jurisdiction, such decision shall not affect the validity of
21 the remaining provisions of this ordinance. The Council hereby declares that it
22 would have passed this resolution and each section, paragraph, sentence, clause,
23 word or phrase thereof irrespective of any provision being declared unconstitutional
24 or otherwise invalid.

jswilsonPOB@outlook.com

From: "Hammer, Robin" <rhammer@cabq.gov>
Date: Friday, April 03, 2015 4:52 PM
To: "Beth Mohr" <cabq.pob.mohr@gmail.com>; "David Ring" <dzt3@juno.com>; "Eric H. Cruz" <eric.huizar.cruz@gmail.com>; "Eva P. Sandoval" <evaps3716@yahoo.com>; "Hammer, Robin" <rhammer@cabq.gov>; "Jeannette V. Baca" <jvbaca.pob@gmail.com>; "Joanne Fine" <joannefine413@gmail.com>; "Leonard Waites" <phamason.lw@gmail.com>; "Moira Amado-McCoy" <moiraamado@gmail.com>; "Scott S. Wilson" <jswilsonpob@outlook.com>
Cc: "Bullock, Nicholas" <nbullock@cabq.gov>
Attach: FY16DeptQuestions_CPOA_smy.docx
Subject: FW: FY/16 Budget Questions- CPOA

Dear POB Members:

Attached are questions City Council's Committee of the Whole regarding items in the FY 16 Budget which I just received. I will be suggesting to Chair Waites that this matter be put on the final Agenda for Thursday's meeting. The Agenda for Tuesday's Personnel Subcommittee is already published. The Personnel Subcommittee could discuss these matters without making any decisions.

Please let me know if you have any questions.

Thanks,
Robin

Robin S. Hammer, Esq.

Acting Executive Director
Civilian Police Oversight Agency
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103
(505) 924-3770
Fax: (505) 924-3775
<http://www.cabq.gov/cpoa>

From: Yara, Stephanie
Sent: Friday, April 03, 2015 4:42 PM
To: Hammer, Robin
Cc: Councilors; Berry, Richard J.; Perry, Robert J.; Riordan, Michael J.; Montano, Gilbert A.; Zaman, Jon K.; Hoffman, Lou D.; Romero, Gerald E.; Pino, Patsy R.
Subject: FY/16 Budget Questions- CPOA

Please refer to the attached file regarding FY/16 department budget questions. Deadline for response is Friday April 10.

Thank you in advance for your assistance.

Stephanie Yara, CPA, CGFM
Council Finance Officer
City of Albuquerque – Council Services
(505) 768-3302
(505) 768-3227 fax
syara@cabq.gov

M002437

CITY OF ALBUQUERQUE

CITY COUNCIL

INTEROFFICE MEMORANDUM

TO: Robin Hammer, Independent Review Officer, Civilian Police Oversight Agency

FROM: Klarissa Peña, Chair, Committee of the Whole

SUBJECT: Questions Concerning Department FY/16 Budget Request- Civilian Police Oversight Agency

DATE: April 3, 2015

Questions concerning the Civilian Police Oversight Agency FY/16 budget are listed below. The Council requests your written response by noon on Friday, April 10, 2015, so that members can review the information. Please provide 13 collated, three-hole punched, but *not* stapled copies of your statement. Repeat the questions in their entirety in your responses. Also, please send a pdf copy of your responses to Stephanie Yara at syara@cabq.gov ; call Stephanie at 768-3302 with any questions you may have regarding this request.

Thank you in advance for your assistance.

Questions Concerning FY/16 Budget.

1. The proposed budget includes \$75,000 to contract with outside counsel as required by the DOJ and CPOA Ordinance to maintain autonomy and independence from the Executive and Legislative branches of City government. Please describe the selection process for the outside counsel. What is the anticipated scope of work for the respective legal services agreement?
2. When does the CPOA plan to fill the new Executive Director and Community Outreach Administrator positions?
3. The proposed budget includes \$51,000 for travel and training costs for CPOA staff and Police Oversight Board (POB) members. What is the expected annual of cost of training for each POB member? Is the proposed amount sufficient for all necessary training?

cc: All Councilors
Mayor Richard J. Berry
Rob Perry, Chief Administrative Officer
Michael Riordan, Chief Operating Officer
Gilbert Montano, Chief of Staff/Deputy Chief Administrative Officer
Jon Zaman, Director, Council Services
Lou Hoffman, Director, Department of Finance and Administration
Gerald Romero, Budget Officer
Patsy Pino, Executive Budget Analyst III

jswilsonPOB@outlook.com

From: "Hammer, Robin" <rhammer@cabq.gov>
Date: Monday, April 06, 2015 9:46 AM
To: "Beth Mohr" <cabq.pob.mohr@gmail.com>; "POB" <pob@cabq.gov>
Subject: RE: Webinar - Strategies for Success: Implementing and Improving Citizen Oversight of Law Enforcement

Beth,

I will check on the funding availability and get back to everyone. To answer this question it would be helpful to know:

- 1) How many people are interested in attending this Webinar if funding is available?;
- 2) Is anyone an member of the ABA?; and
- 3) If the Board anticipates using all of the \$15,000 City Council recently allotted for an Independent Legal Counsel services for April through June 2015.

Thanks,
Robin

Robin S. Hammer, Esq.

Acting Executive Director
Civilian Police Oversight Agency
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103
(505) 924-3774
Fax: (505) 924-3775
<http://www.cabq.gov/cpoa>

From: Beth Mohr [mailto:cabq.pob.mohr@gmail.com]
Sent: Sunday, April 05, 2015 6:13 PM
To: POB; Hammer, Robin
Subject: Webinar - Strategies for Success: Implementing and Improving Citizen Oversight of Law Enforcement

Ms. Hammer - Would it be possible for POB members to have access to this training?

Strategies for Success: Implementing and Improving Citizen Oversight of Law Enforcement

VF



1.50 CLE
Format:
Webinar
Date:

April 16, 2015
Time:
1:00 PM - 2:30 PM ET
Add to Calendar
Credits:

<http://shop.americanbar.org/ebus/ABAEventsCalendar/EventDetails.aspx?productId=185912292>

Beth A. Mohr, Board Member
Albuquerque Police Oversight Board

NOTICE: This email may be subject to disclosure under the New Mexico Inspection of Public Records Act. Please be thoughtful when replying to or forwarding this email.

jswilsonPOB@outlook.com

From: "Beth Mohr" <cabq.pob.mohr@gmail.com>
Date: Monday, April 06, 2015 2:02 PM
To: "Joanne Fine" <joannefine413@gmail.com>
Cc: "Leonard Waites" <phamason.lw@gmail.com>; "Jeffrey Scott Wilson" <jswilsonpob@outlook.com>
Subject: Re: Question

It appears that you have included a total of 4 members of the POB on the email string, including yourself. At the moment, since the POB consist of only 8 total members, this is a violation of the New Mexico Open Meetings Act as it creates a quorum in this email string. As such, I cannot, by my actions, condone continuing this violation and will not otherwise reply to your email. Please remember our obligations under the Open Meetings Act and constrain your communications as required in that Act.

Beth A. Mohr, Board Member
Albuquerque Police Oversight Board

NOTICE: This email may be subject to disclosure under the New Mexico Inspection of Public Records Act. Please be thoughtful when replying to or forwarding this email.

On Mon, Apr 6, 2015 at 12:11 PM, Joanne Fine <joannefine413@gmail.com> wrote:

Leonard,
How are you? I have not heard from you regarding my email questions and it has me concerned for your well being. Will you be at the April 9th meeting or do you need Beth or Scott to handle it for you? Please advise us.
Thank you,
Joanne

Sent from my Verizon Wireless 4G LTE smartphone

jswilsonPOB@outlook.com

From: "Hammer, Robin" <rhammer@cabq.gov>
Date: Monday, April 06, 2015 3:40 PM
To: "Davila, Natalee Z" <ndavila@cabq.gov>; "Funes, Ana R." <afunes@cabq.gov>; "Gonzalez, Arturo E." <aegonzalez@cabq.gov>; "Medrano, Michael V." <mmedrano@cabq.gov>; "Bullock, Nicholas" <nbullock@cabq.gov>; "Cash, Paul" <pcash@cabq.gov>; "Contreras, Michelle" <mcontreras@cabq.gov>; "Davidson, Christopher" <christopherdavidson@cabq.gov>; "McDermott, Diane L." <dmcdermott@cabq.gov>; "O'Neil, Erin" <eoneil@cabq.gov>; "Skotchdopole, Paul A." <pskotchdopole@cabq.gov>; "Beth Mohr" <cabq.pob.mohr@gmail.com>; "David Ring" <dzt3@juno.com>; "Eric H. Cruz" <eric.huizar.cruz@gmail.com>; "Jeannette V. Baca" <jvbaca.pob@gmail.com>; "Joanne Fine" <joannefine413@gmail.com>; "Leonard Waites" <phamason.lw@gmail.com>; "Maira Amado-McCoy" <mairaamado@gmail.com>; "Scott S. Wilson" <jswilsonpob@outlook.com>
Attach: POB Agenda 4-9-15 Meeting.pdf
Subject: RE: Agenda for April 9, 2015 Police Oversight Commission Meeting

Sorry. Here is the correct Agenda for April 9.

From: Hammer, Robin
Sent: Monday, April 06, 2015 3:32 PM
To: Davila, Natalee Z; Funes, Ana R.; Gonzalez, Arturo E.; Medrano, Michael V.; Bullock, Nicholas; Cash, Paul; Contreras, Michelle; Davidson, Christopher; Hammer, Robin; McDermott, Diane L.; O'Neill, Erin; Skotchdopole, Paul A.; Beth A. Mohr (CABQ.POB.Mohr@gmail.com); David Z. Ring (dzt3@juno.com); Eric H. Cruz (eric.huizar.cruz@gmail.com); Jeannette Baca (jvbaca.pob@gmail.com); Joanne Fine (joannefine413@gmail.com); Leonard Waites (phamason.lw@gmail.com); Maira Amado-McCoy (mairaamado@gmail.com); Scott Wilson (jswilsonpob@outlook.com)
Subject: Agenda for April 9, 2015 Police Oversight Commission Meeting

Dear POB Members:

Attached is the Agenda for Thursday's meeting. Please remember we meet at 5 pm this month, due to a scheduling conflict with City Council Chambers.

We will be providing trays of fruits, veggies, and sandwich making meats and cheeses to the POB Members and CPOA Staff at this meeting to eat during a dinner break, if one is taken. We will also provide bottled water.

Please let me know if you have any questions.

Thanks,
 Robin

Robin S. Hammer, Esq.
 Acting Executive Director
 Civilian Police Oversight Agency
 City of Albuquerque
 P.O. Box 1293
 Albuquerque, NM 87103
 (505) 924-3770
 Fax: (505) 924-3775
<http://www.cabq.gov/cpoa>

CIVILIAN POLICE OVERSIGHT AGENCY

Police Oversight Board *Leonard Waites, Chair*
Beth Mohr, Co-Vice Chair *Jeffery Scott Wilson, Co-Vice Chair*
Dr. Moira Amado-McCoy *Dr. Jeannette Baca* *Eric H. Cruz*
Joanne Fine *Rev. Dr. David Z. Ring III*

Robin S. Hammer, Acting Executive Director

POLICE OVERSIGHT BOARD AGENDA

Thursday, April 9, 2015 – 5:00 PM

Vincent E. Griego Chambers

- I. Welcome and Call to Order:** *Acting Chair Beth Mohr*
- II. Pledge of Allegiance:** *Dr. David Z. Ring III*
- III. Approval of the Agenda**
- IV. Approval of Minutes**
- V. Public Comments**
- VI. Settlement Agreement Discussion/Training**
- VII. Discussion of Role of CPOA and POB**
 - A) Discussion of proposed City Council Resolution to hold in abeyance POB review of Citizen Police Complaint and Officer Involved Shooting cases until mandated training is completed and Rules are adopted
- VIII. Reports from Subcommittees**
 - A. Outreach Subcommittee**

Presentation from New Mexico Forum for Youth for outreach involving youth
 - B. Personnel Subcommittee**
- IX. Discussion of Contract for Independent Legal Counsel**
- X. Discussion of City Council's Budget Questions posed to CPOA**
- XI. Discussion of Draft CPOA Rules**
- XII. Reports from City Staff:**
 - A. Executive Director** *Report by Acting Executive Director Robin Hammer*
 - B. SOP Update** – *Report by Assistant Lead Investigator Paul Skotchdopole*
 - C. Mayor's Staff** – *Report*
 - D. City Council Staff**– *Report*
 - E. City Attorney's Staff** – *Report*
 - F. APD**– *Report*
- XIII. Other Business**
- XIV. Adjournment** - *Next POB meeting will be on Tuesday, May 19, 2015 at 4:00 PM in the Vincent E. Griego Chambers. Note the change from Thursday to Tuesday for next month's meeting.*

jswilsonPOB@outlook.com

From: "Moirra Amado-McCoy" <moiraamado@gmail.com>
Date: Tuesday, April 07, 2015 7:19 AM
To: "Leonard Waites" <phamason.lw@gmail.com>; "Scott S. Wilson" <jswilsonpob@outlook.com>; "Beth Mohr" <CABQ.POB.Mohr@gmail.com>
Subject: OMA, in short

Looking into the Act a little this morning, and it seems this compliance should inform much more of our work this morning than just the head-count in email threads. So, I just have to share. Happy morning to the _three_ of you:

Justice Brandeis: "sunshine is the best disinfectant."

There is the spirit, to pair with the letter, of the law.

Moirra

Moirra Amado-McCoy, Ph.D.
President and CEO
All Innovation and Kairos Solutions

Albuquerque, NM 87102
505-553-1818

www.all-innovation.com
www.moirraamado.com

jswilsonPOB@outlook.com

From: "Beth A. Mohr" <cabq.pob.mohr@gmail.com>
Date: Tuesday, April 07, 2015 7:46 AM
To: "Moirra Amado-McCoy" <moiraamado@gmail.com>
Cc: "Leonard Waites" <phamason.lw@gmail.com>; "Jeffrey Scott Wilson" <jswilsonpob@outlook.com>
Subject: Re: addition to agenda?

Thanks. Because I have a legal based practice, including expert witness work, I have to assume that some lawyer on the other side of a case will IPRA these emails for the purposes of impeachment. I want to ensure I'm complying with the law. -B

Beth A. Mohr
Co-Vice Chair
Albuquerque Police Oversight Board

Sent with haste from my "smart" phone.

Notice: This email may be subject to disclosure as public record. Please be thoughtful when forwarding or replying to this email.

Moirra Amado-McCoy <moiraamado@gmail.com> wrote:

Gosh, Beth — Thanks! I'll have a hard time remembering this one, so it's good we have someone amongst us making sure we cross our t's and dot our i's. Good going. (No one would ever think you'd condone such egregious behavior.)

Thanks again for the important input; I'll look forward to our next OMA training, which I clearly need.

Moirra

On Apr 6, 2015, at 1:58 PM, Beth Mohr <cabq.pob.mohr@gmail.com> wrote:

It appears that you have included a total of 5 members of the POB on the email string, including yourself. This is a violation of the New Mexico Open Meetings Act and creates a quorum in this email string. As such, I cannot, by my actions, condone continuing this violation and will not otherwise reply to your email. Please remember our obligations under the Open Meetings Act and constrain your communications as required in that Act.

Beth A. Mohr, Board Member
Albuquerque Police Oversight Board

NOTICE: This email may be subject to disclosure under the New Mexico Inspection of Public Records Act. Please be thoughtful when replying to or forwarding this email.

[REDACTED]

M002445

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

On Apr 5, 2015, at 6:01 PM, Beth Mohr <cabq.pob.mohr@gmail.com>
wrote:

[REDACTED]

[REDACTED] ectly
contacting or supervising classified employees at the CPOA, the ordinance

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

On Apr 3, 2015, at 10:44 AM, Beth A. Mohr
<CABQ.POB.Mohr@gmail.com> wrote:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Moira Amado-McCoy <moiraamado@gmail.com> wrote:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

On Apr 3, 2015, at 7:45 AM, Leonard Waites
<phamason.lw@gmail.com> wrote:

[REDACTED]

[REDACTED]

On Apr 2, 2015 10:48 PM, "Moira Amado-McCoy" <moiraamado@gmail.com> wrote:

[REDACTED]

[REDACTED]

[REDACTED]

Moira Amado-McCoy, Ph.D.
President and CEO
All Innovation and Kairos Solutions

Albuquerque, NM 87102
[505-553-1818](tel:505-553-1818)

www.all-innovation.com
www.moiraamado.com

Moira Amado-McCoy, Ph.D.
President and CEO
All Innovation and Kairos Solutions

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505-553-1818

www.all-innovation.com
www.moiraaamado.com

jswilsonPOB@outlook.com

From: "Hammer, Robin" <rhammer@cabq.gov>
Date: Wednesday, April 08, 2015 4:45 PM
To: "POB" <pob@cabq.gov>
Attach: ABQ Bid Book - NACOLE 2016 Annual Conference.pdf
Subject: NACOLE Convention Site Application

Board Members:

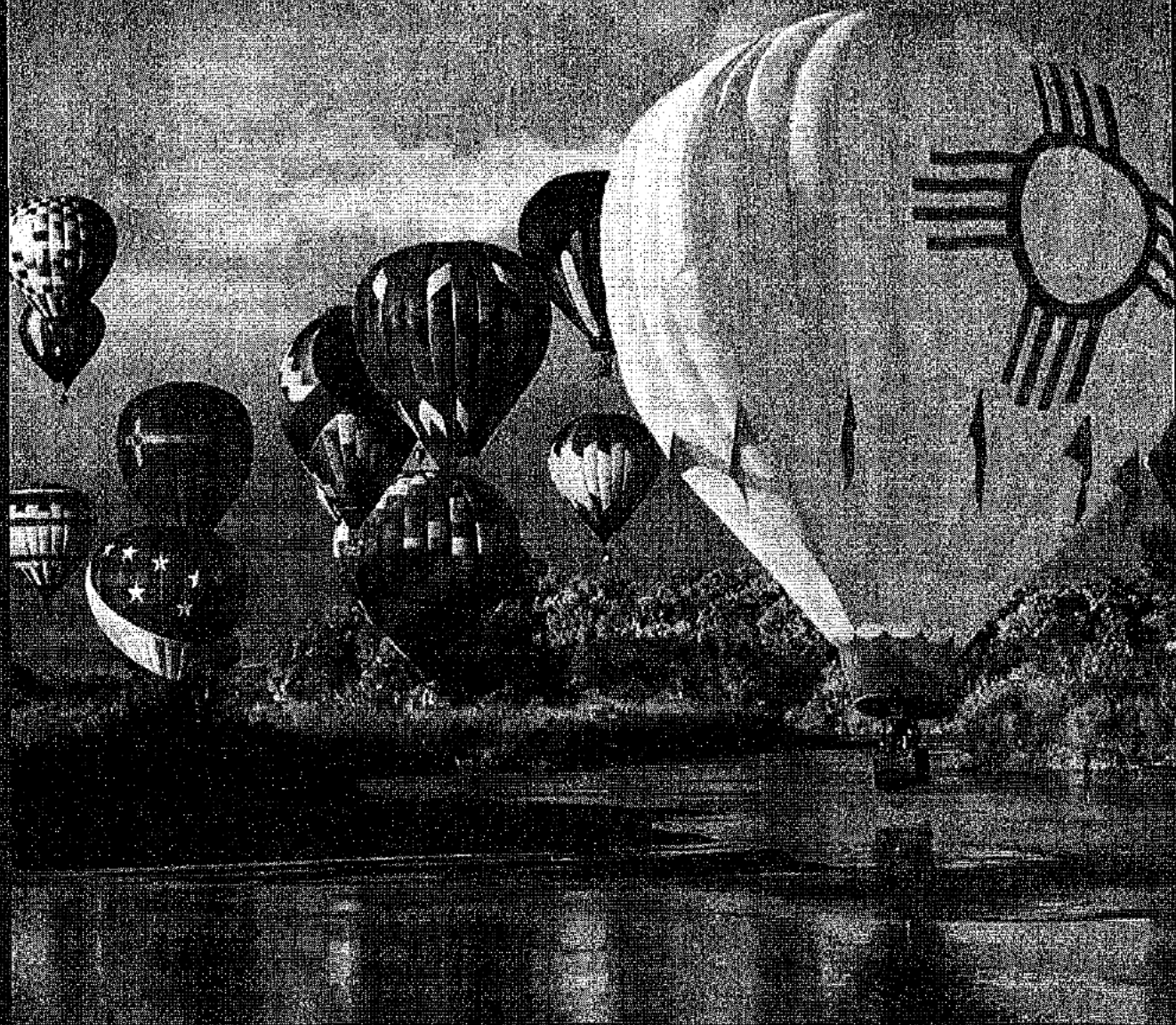
For your information, attached is the City of Albuquerque's bid to host the 2016 NACOLE Conference put together by the Convention and Visitor's Bureau.

Please let me know if you have any questions.

Thanks,
Robin

Robin S. Hammer, Esq.
Acting Executive Director
Civilian Police Oversight Agency
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103
(505) 924-3774
Fax: (505) 924-3775
<http://www.cabq.gov/cpoa>

ALBUQUERQUE



National Association for Civilian Oversight of Law Enforcement 2016 Annual Conference

WWW.VISITABQ.ORG

ALBUQUERQUE
CONVENTION & VISITORS BUREAU

IT'S A TRIP™
ALBUQUERQUE
CONVENTION & VISITORS BUREAU

Tuesday, April 07, 2015

Ms. Cameron McElhiney
Director of Training and Education
NACOLE
P.O. Box 1737
Indianapolis, IN 46206-1737

Dear Ms. McElhiney:

First, let us thank you for the opportunity to showcase Albuquerque as the host city for the National Association for Civilian Oversight of Law Enforcement (NACOLE) 2016 Annual Conference. The Albuquerque Convention and Visitors Bureau, in collaboration with our destination partners, have compiled this bid book specifically addressing the needs of your event.

Included in the next few pages you will find a condensed list of concessions, hotel rates, hotel spec sheets and the individual hotel proposals.

Rest assured NACOLE attendees will love our unique southwestern destination. Our moderate four season's climate in a high-desert mountainous setting (Albuquerque averages 310 days of sunshine a year) only enhances the beautiful views of the surrounding landscape. Your attendees will experience a diverse culture environment with unique cuisine like nowhere else in the world.

Albuquerque is the ideal location for an event not soon forgotten.

We, as a destination, look forward to NACOLE experiencing Albuquerque! We look forward to assisting in any way possible to produce a successful Albuquerque event for you and your attendees!

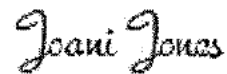
Sincerely,



Robert Enriquez
Vice President
Convention Sales, Services & Sports
Albuquerque Convention & Visitors
Bureau



Jacob B. Quintana
National Sales Manager
Albuquerque Convention & Visitors
Bureau



Joanie Jones
Director of Sales and Marketing
Crowne Plaza Hotel



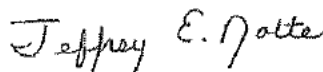
Chris Jacoby
Director of Sales
Hyatt Regency Albuquerque



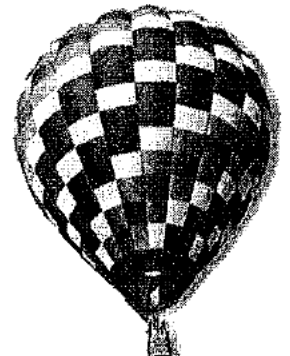
Stu Arledge
Director of Sales
Albuquerque Marriott Pyramid North



V. Michelle Garcia
Director of Sales and Marketing
Hotel Cascada, an Urban Resort



Jeff Nolte
Director of Sales
Embassy Suites Hotel & Spa



IT'S A TRIP
ALBUQUERQUE
 CONVENTION & VISITORS BUREAU

Tuesday, April 07, 2015

Ms. Cameron McElhiney
 Director of Training and Education
 NACOLE
 P.O. Box 1737
 Indianapolis, IN 46206-1737

Dear Ms. McElhiney:

This summary sheet should make it easy to review date availability, peak night, rates; as well as additional information on Albuquerque with destination web links followed by individual hotel proposals and spec sheets.

Hotel Rate Quotes and Availability:

The hotels have worked hard to offer your group favorable rates.

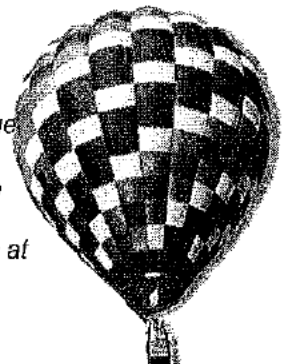
Hotel	Dates	Peak Room Nights	Rates (Prevailing 2016 Per Diem Rate)	Rebate (Included in the Rate)
Albuquerque Hyatt Regency	September 10 – 15, 2016* September 17 – 22, 2016* October 22 – 27, 2016 * Second Option	130	\$103.00 s/d	\$20.00
Hotel Cascada, an Urban Resort	September 10 – 15, 2016	130	\$103.00 s/d	\$20.00
Albuquerque Embassy Suite Hotel & Spa	September 18 – 23, 2016	130	\$103.00 s \$108.00 d	\$20.00
Crowne Plaza Albuquerque	September 10 – 15, 2016	130	\$103.00 s/d	\$20.00
Albuquerque Marriott Pyramid North	October 22 – 27, 2016	130	\$103.00 s/d	\$20.00

ACVB Offer:

To show you our commitment to bringing your group to Albuquerque and having a successful meeting, the Albuquerque Convention and Visitors Bureau will provide the following convention support and services:

- The Albuquerque CVB will contribute **\$2.00 per actualized room night**, not to exceed \$1,155.00 (based on initial room request of 525 total room nights, up to 10%)
- Welcome gifts for five VIP's
- Airport Welcome Kiosk Signage, welcoming your attendees to Albuquerque
- **Complimentary Site inspection** including airfare, lodging and meals for 1 (two night maximum stay)
- Customized **Microsite** and Social Media assistance / Twitter following with group's hashtag, etc.
- **Visitor Information**, unstaffed table, in the Convention Center or headquarter hotel for your delegates to use to find out what to do, where to eat, and how to get there while visiting Albuquerque
- **ACVB Logo Plastic Bags**: FIRST 250 FREE - .40 each after that
- **Promotional materials**, including media kits, digital photos, brochures, links to our website, etc., to help promote **Albuquerque** to your delegates.
- **Year-out promotional material** to promote Albuquerque as a destination on site to your attendees at your conference the year before.

20 FIRST PLAZA NW SUITE 601 • ALBUQUERQUE, NEW MEXICO 87102
 505.842.9918 • 800.733.9918 • FAX 505.247.9101 • WWW.ITSATRIP.ORG



M002454

IT'S A TRIP!
ALBUQUERQUE
CONVENTION & VISITORS BUREAU

- **Special Albuquerque Discounts for your group.** We have a list of coupons that will be available for your group on our website. Simply provide our website to your delegates and they can download a variety of discount coupons to use during their visit.
- **VIP Welcome by a City Official and/or CVB representative** Welcoming the group to Albuquerque
- **You will be assigned an ACVB Convention Services Manager** to assist with referrals and anything else you need help with for your meeting, both in the planning stages and on site. He/she will visit you daily during your meeting and be accessible 24 hour a day.

Convention Services:

The Convention Services Department of the Albuquerque Convention and Visitors Bureau will be at your service. This department is the recipient of numerous industry awards, most recently the *Meeting & Conventions* Gold Service Hall of Fame Award and the *Corporate and Incentive Travel* Award of Excellence. For more information about Albuquerque and what the Convention and Visitors Bureau can do for you, please see: <http://www.visitalbuquerque.org/meetings/>

Attractions:

Because of the unique draw of Albuquerque as a destination, this city has a history of bringing record numbers in conference registration. Albuquerque is a wonderful place for family vacations, or just for some extra time to soak in culture. The attractions all are in picturesque settings. Information on many of the highlights is attached. A more complete listing of things to do in Albuquerque can be found on our website at: <http://www.visitalbuquerque.org/things-to-do/>

Weather:

Remember, Albuquerque is a high desert climate at mile-high altitude. For what to expect with the weather during your conference, see: <http://www.visitalbuquerque.org/travel-tools/weather/>

Transportation:

Albuquerque is a convenient city! Flight information can be found here: <http://www.visitalbuquerque.org/travel-tools/transportation/getting-here/>. The Albuquerque International Sunport (ABQ) is about 7 minutes from downtown. Current airport transportation costs are \$11 for airport shuttle (one person, one way) and approximately \$20 + tip for taxi (one way). For attendees who drive in, Albuquerque is at the intersection of two interstate highways, I-40 and I-25. There is ample public transportation downtown, so that your attendees could meet Downtown and easily go to the restaurant and shopping neighborhoods of Old Town or Nob Hill without renting a car. And now the New Mexico Rail Runner has extended its service to Santa Fe! One-way fare from Downtown Albuquerque to Downtown Santa Fe is \$9 each way, and a **day pass**, which can be used round-trip, is also \$9! (See <http://www.nmrrailrunner.com/>.)

Video:

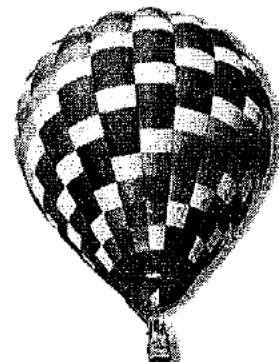
We would love for your Board to see our new promotional video. You may download it by going to: <http://www.visitalbuquerque.org/photos-videos/youtube/>. Click on the video called "Meetings in the Desert Oasis of Albuquerque" in your preferred format (Note that the music was composed by a local musician, and all featured performers are local to Albuquerque!) I will be happy to send you a DVD of our video and additional brochures on Albuquerque.

We, as a destination, look forward to your selection of Albuquerque! I can be reached at 1-800-733-9918, ext. 3327, or at quintana@visitABQ.org. I look forward to assisting in any way possible to produce a successful event for you and your attendees!

Sincerely,



Jacob B. Quintana
National Sales Manager
Albuquerque Convention & Visitors Bureau



CITY OF ALBUQUERQUE



April 7, 2015

Ms. Cameron Smith-McElhiney
Director of Training and Education
National Association for Civilian Oversight of Law Enforcement
PO Box 1737
Indianapolis, IN 46206

Dear Ms. McElhiney:

On behalf of the citizens of Albuquerque, New Mexico, I would like to extend my personal invitation to you to select Albuquerque as the site of your next convention.

PO Box 1293

Albuquerque

NM 87103

The Duke City has much to offer your delegates when it comes to accommodations, meeting facilities and Southwestern hospitality. It also has much to offer your group when the day's work has commenced. As an outdoor enthusiast, I enjoy our spectacular climate that boasts not only all four seasons, but 310 days of ample sunshine. Our city is also home to the best golf in the Southwest, world class visual and performing arts and some of the most unique cuisine in the country. If you have time, I invite your group to explore our city's rich culture and heritage by visiting both the Indian Pueblo Cultural Center and the National Hispanic Cultural Center, or taking a stroll through historic Old Town, the heart of Albuquerque since it was founded in 1706.

www.cabq.gov

Albuquerque is a combination of the very old and the highly contemporary; the frontier town and the cosmopolitan city. It is a wonderful place to both live and visit; I myself have experienced the city from both perspectives. I am well aware that there are many cities able and anxious to accommodate groups of your size. However, what I can tell you about Albuquerque is this: in addition to our unique meeting facilities, variety of diverse dining options and breathtaking landscapes, we consistently outshine our competitors with our most valuable asset: our people. The warm residents and hospitality professionals of Albuquerque are ready to welcome any group - be it an intimate meeting or a large convention - with open arms and assist them in making their visit here one they won't forget.

As Mayor of this great city, I invite you and your group to experience the Southwest at its best. Come and see for yourself why I am proud to call Albuquerque my home. We look forward to serving you.

Sincerely,

Richard J. Berry
Mayor, City of Albuquerque



**Request for Proposals
to Host the Twenty-second Annual Conference of the
National Association for Civilian Oversight of Law Enforcement
Fall 2016**

A. Introduction

The National Association for Civilian Oversight of Law Enforcement's (NACOLE) Board of Directors (Board) invites proposals for the five (5) day *Twenty-second Annual NACOLE Conference* to be held in **September or October 2016** and a three-day planning meeting to be held by the Board in **January or February** of the same year. Established in 1995, NACOLE is a 501(c)(3) not-for-profit association of law enforcement oversight agencies and practitioners that works to enhance accountability and transparency in policing and build community trust through civilian oversight.

The Annual Conference attracts more than 300 participants from across the United States, as well as representatives from countries such as Austria, Australia, Bahrain, Belgium, Brazil, Canada, Jamaica, Ireland, Nigeria, Northern Ireland, Norway, Russia, South Africa, Trinidad and Tobago, and Turkey. NACOLE conferences provide extensive workshops, training sessions, panel discussions, and plenary presentations to further the training and development of those involved in civilian oversight of law enforcement. NACOLE has worked to ensure that conferences are held in various regions of the United States in order to meet the needs of its geographically diverse membership and provide access to the opportunities afforded by the conference.

Some of the goals of NACOLE in holding annual conferences are to provide:

- Specific, up-to-date, training workshops for oversight practitioners, members of government entities concerned with oversight of police departments, community members, members of police departments, academics, elected officials, city attorneys, journalists, and others
- Opportunities to meet and interact with leaders in the civilian oversight community
- Educational and organizational materials for attendees to take back to their community
- Information for communities looking to establish or refine an oversight system
- Strategies for addressing resistance to oversight
- Dialogue between citizens, law enforcement personnel, and civilian oversight practitioners

In addition to the expected financial and business rewards that come with bringing any conference to a locale, the NACOLE Annual Conference provides a unique opportunity for the host city to highlight its existing or emerging civilian oversight program, often involving engagement with local elected officials.

The Board is interested in amenities that will offer conference participants comfortable meeting facilities, walking-distance proximity for conference programs, common areas for relaxation and socializing, and opportunities for local dining, "tourist" activities, and easy accessibility for those arriving by air.

The Board will select the host city based on all information provided. All portions of the submitted proposal will be reviewed and evaluated. However, it is the proposal in its totality that will guide the Board in its final determination. **Please ensure that all topics in Addendum A are addressed by the hotels submitting bids. Furthermore, please also note that it is very helpful to coordinate with a local oversight agency (see Section E below); however, this is not a requirement.**

This request for proposals provides instructions and procedures for submitting a proposal to host the 2016 Annual NACOLE Conference.

B. Proposal Submission Requirements

Proposals must include a cover letter summarizing your proposal. Additional information not covered by any of the below required sections may be attached as necessary.

Proposals must be submitted via electronic mail (e-mail) and must be sent in either Microsoft Word or Portable Document Format (PDF). If Microsoft Word is used, completed signature pages must be scanned and attached to the e-mail. Electronic proposals shall be sent to Cameron McElhiney, NACOLE's Director of Training and Education (DOTE), at mcellhiney@nacole.org.

You may also submit a copy of your proposal package via mail, in addition to the required electronic submission. Such packages may be sent to the following address:

Attn: Ms. Cameron McElhiney
Director of Training and Education
NACOLE
P.O. Box 1737
Indianapolis, IN 46206-1737

C. Deadline for Proposal Submission

The deadline to submit proposals is **April 1, 2015**.

D. Selection of Host City

The Board and the DOTE will review all proposals properly submitted. The Board will then select the host city and inform, in writing, all parties submitting proposals of the Board's final decision by May 15, 2015. The Board will consider all information and items provided by the prospective host.

E. Local Support and Regional Representation

The proposal should include information about any additional organizations, government entities, or agencies equivalent to your civilian oversight system that will provide support for your effort to host the Annual Conference. Types of supporting organizations may include, but are not limited to, oversight and other governmental agencies, community organizations, universities, law firms, and private foundations. Your regional representatives, including elected officials, should also support your proposal. Their support will enhance your efforts for a successful conference. Representatives of these organizations and the designated conference coordinator submitting the proposal should sign the last page of the proposal form.

F. Assistance

The DOTE is available to assist you with any specific questions that you may have about conference logistics, content, or the proposal process and can be contacted directly at: 317-697-0695 or mcellhiney@nacole.org. NACOLE Board members are also available to assist you. Contact information for Board members is available on the NACOLE website, www.nacole.org.

G. Assumption of Responsibility for Promised Levels of Support

NACOLE expects that cities or locales submitting proposals for consideration to host a NACOLE Annual Conference will provide NACOLE, its Board, and the DOTE proper levels of support through the proposal submission and review process. Further, if selected, NACOLE expects the host city, local committee, and supporting organizations to follow through on all commitments outlined in the host city's initial proposal. If an obligation cannot be met, the host city must provide a written explanation as to why it is unable to meet that particular commitment. NACOLE will not assume any responsibility for failure to meet any contractual, financial, or other commitment entered into by, or on behalf of, the host city and its representatives.

H. Incomplete or Invalid Proposals

NACOLE reserves the right to reject, in part or in whole, incomplete or invalid proposals. Further, NACOLE may, at any time, request additional information from all parties, including any named regional representative, local committee member, or supporting organization submitting proposals to assist with its review and evaluation of proposals.

I. Information to be Provided in Proposal

1. Sponsoring Organizations:

List all organizations, associations, or persons that you propose as sponsors of the 2016 Annual NACOLE Conference.

2. Conference Location and Dates:

The conference site must have a meeting room that can accommodate more than 300 people classroom style seating for general sessions, two to three breakout rooms that will accommodate no fewer than 150 people classroom style seating, and five break out rooms that can accommodate approximately 50 people theatre style. Furthermore, the host hotel (and hotels in the area) should be able to provide no fewer than 600 room nights for conference participants. All facilities to be used as part of the conference must be fully ADA compliant. (See Addendum A: Hotel, Meeting Space, and Related Requirements.)

NACOLE normally holds its Annual Conference over a five-day period (Sunday through Thursday) during the fall (typically September or October). Please list the proposed start and end date(s) of the conference should your proposal be selected. Please be advised that NACOLE traditionally avoids dates that include major religious or government holidays. We therefore ask that you avoid October 2-6 and 9-13, 2016, when selecting dates.

3. Host City Profile:

If applicable, describe the civilian oversight mechanism of the host city. Provide a profile of the host city and surrounding areas that may be of interest to conference attendees. Indicate if any part of the conference, excluding pre- and post-conference tours, is in another location such as an adjacent town. A video of the host city and conference facility, in addition to the profile, will be accepted but is not necessary.

4. Financial Contribution:

Describe the host city's financial contribution or seed money that will be available. Also describe any other donations, in-kind or otherwise, or sponsorships that will be obtained. This may include the copying and printing of materials, sponsorship of receptions or luncheons, scholarships for community members or law enforcement officers to attend all or part of the conference, sponsorship or donation of

conference materials such as bags or name badges, or the sponsorship of a Keynote Speaker. Please note that the Board must approve all items and activities to be sponsored or donated.

State whether the amount of the money proposed is ready and available to be set aside for the 2016 Annual Conference at the time of NACOLE's official announcement of the host city, or at least one year prior to the conference date. The announcement will be made at the 2015 Annual Conference to be held in Riverside, California, October 4-8, 2015.

State whether any proposal requires an approval by officials other than the conference hosts. If additional approval is needed, indicate who would decide that matter and when approval would be obtained.

5. Additional Resources:

Describe your plan to obtain additional resources for the conference from other supporting organizations. These resources would include, but not be limited to, in-kind donations such as printing, photography/videography, or facility rental.

6. Lodging and Food:

List the proposed/projected hotel costs (i.e., price per room night, conference meeting spaces, and audio visual). Please also list local lodging and restaurant accommodations that will meet the needs of the anticipated number of participants. (See Addendum A, Hotel, Meeting Space, and Related Requirements.)

7. Transportation:

List available transportation (e.g., accessible airport(s), major airline carriers, trains, buses, trolleys, taxis, and hotel parking for both guests and daily visitors to the conference) in the area. Also include the distance and available transportation, as well as its cost and frequency/availability, from the nearest international airport. Providing the cost of traveling to your city from other major cities, although not required, would help the Board in its review of proposals.

8. Additional Activities:

Please list possible tours, special events, or receptions to be offered to attendees and identify local attractions and points of interest. If there are special events scheduled in the host city during the proposed conference dates, please list the event(s) and date(s).

9. Promotion of the Annual Conference:

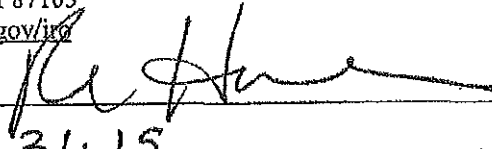
Attach an outline of your plan for the promotion of the 2016 Annual Conference. This should include any promotional ideas that may be especially appropriate for the proposed site.

10. Signatures:

Designated Local Conference Coordinator:

Name: Robin S. Hammer, Esq.

Title: Acting Executive Director
Civilian Police Oversight Agency
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103
<http://www.cabq.gov/iro>

Signature: 

Date: 3-31-15

Telephone: 505 924-3770 **Facsimile No.:** 505 924-3775

Email: rhammer@cabq.gov

Local Co-Coordinator:

Name: Robert J. Perry

Title: Chief Administrative Officer
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103
<http://www.cabq.gov/iro>

Signature: 

Date: 4/3/15

Telephone: 505 769 - 3000

Email: galvarez@cabq.org

Signature of Those Representing Supporting Organization(s):

Name: Jacob B. Quintana

Title: National Sales Manager

Organization:
Albuquerque Convention and Visitors Bureau
20 First Plaza NW, Suite 601
Albuquerque, New Mexico 87102

Signature: _____

Date: _____

Telephone No.: 505 222-4327 / 505 501-0940 cell

Email: Quintana@visitabq.org

Name: Cecilia Padilla-Quillen

Title: Director of Convention Services

Organization:

Albuquerque Convention and Visitors Bureau
20 First Plaza NW, Suite 601
Albuquerque, New Mexico 87102

Signature: _____

Date: _____

Telephone No.: 505 222-4345

Email: padilla@itsatrip.org

Addendum A: Hotel, Meeting Space, and Related Requirements

The following requirements relating to hotels, meeting space, and related items will be considered as an integral part of the overall proposal package. Successful host cities in the past have relied heavily on the local Convention and Visitors Bureau or a similar organization to collect information from hotels interested in bidding on the NACOLE Annual Conference. If any of the below requirements are not able to be met, please indicate in writing.

A-1. Name of Selected Hotel(s) and Dates Being Held by the Selected Hotel(s)

- **Hyatt Regency Albuquerque**
September 10 – 15, 2016*
September 17 – 22, 2016*
October 22 – 27, 2016
* Second Option
- **Hotel Cascada, an Urban Resort**
September 17 – 22, 2016
- **Embassy Suites Hotel and Spa**
September 18 – 23, 2016
- **Crowne Plaza Hotel**
September 10 – 15, 2016
- **Marriott Pyramid North**
October 22 – 27, 2016

A-2. Guest Room/Suite Block

The minimum guest room block for the five (5) day conference is 600 room nights.

A-3. Room Rates

Provide pricing for single, double, double/twin, suites, and special rooms. **Bidders should be aware that most attendees would be traveling on a government per diem.**

A-4. Additional Room Occupants

There should be no additional charge for extra persons sharing rooms.

A-5. Complimentary Accommodations

One complimentary room night will be provided for every 40 paid room nights on a cumulative basis.

The complimentary allotment will be credited to the NACOLE Master Account based on actual pick-up for the program's single accommodation contracted rate (plus applicable taxes) following our group's departure. All rooms, including those reserved after the cut-off date and over the block, will be included in the base calculation.

Pre- and post-room nights (three (3) days prior to and three (3) days after the original program dates) will be included in the complimentary calculation.

A-6. Additional Concessions

1. One (1) complimentary Hospitality/Presidential Suite for the five-day period.
2. Thirteen (13) complimentary room upgrades for length of stay of occupant.
3. One (1) complimentary room for the NACOLE Director of Training and Education for up to six (6) nights.
4. Presenters will be authorized to bring in their own audio/visual equipment without additional charge.
5. Discounted rates for both food and beverage and audio visual equipment.
6. Complimentary wireless Internet for conference attendees in all meeting spaces and in all guest rooms.

A-7. Commission and Rebate

Specify the rate of commission or rebate on lodging that the hotel will pay NACOLE. A minimum rebate of \$20 per room night is requested.

A-8. Reservation Procedures

Individual attendees will be responsible for making their own individual reservations.

The Annual Conference Rate will be extended to attendees for three (3) days prior and three (3) days following the conference. The reservations cut off date **shall not exceed fourteen (14) days** from the first day of the conference. However, if rooms are available after the cut-off date, they will be provided to conference attendees at the group rate. There will be no additional charges for early departure or for late checkout.

All cancellations are to be placed back into our original room block for use by attendees up until the date of the conference.

A-9. Meeting and Function Room Requirements

One room will be provided that will accommodate the general sessions of no less than 300 participants in classroom style seating. In addition, NACOLE requires two breakout rooms that will accommodate no less than 150 participants in classroom style seating and five breakout rooms that will accommodate 50 participants theater style. NACOLE requires that there is no additional charge for meeting space. All spaces and facilities to be used as part of the conference must be fully ADA compliant.

A-10. Food and Beverage

Include food and beverage policies, including attrition policies, if any, menus and costs for coffee breaks, lunches, banquets, and other services. Bidding properties are informed that our past conference schedule has included continental breakfasts, one luncheon, one on-site reception, morning and afternoon breaks throughout and occasionally, a reception for international guests and for our new members and first-time attendees.

A-11. Billing Arrangements

Conference attendees will be responsible for all their own charges (i.e., room, tax, meals, and incidental charges). Individual guest accounts are payable at check out by cash or credit card. NACOLE will pay for only those room charges authorized by our representative to be put on the Master Account.

Coffee breaks, luncheons, banquets, and other services requested by NACOLE will be placed on the NACOLE Master Account.

A-12. Deposit

Specify the deposit policy.

A-13. Cancellation and Room Attrition

Specify any cancellation and attrition policies.

A-14. Force Majeure

Specify the Force Majeure provision that will be included in the final contract.

A-15. Pledge Relocation Policy

In the event that the hotel is unable to honor all guaranteed reservations for our group (for reasons that are not events of Force Majeure-related), provide the relocation policy.

A-16. Hotel Construction or Remodeling

Provide the policy of the selected hotel should any material construction or material remodeling occur during the program dates.

A-17. Insurance

NACOLE has no employees and operates no automobiles; therefore, NACOLE provides no automobile or worker's compensation insurance. Specify any other insurance requirements.

A-18. Storage and Materials Handling

The storage and handling of NACOLE materials will be provided at no additional charge by the selected hotel.

A-19. Official Contractors

Provide availability and costs of a full-range of audio visual aids, including microphones, sound equipment, and videotape units.

Hyatt Regency Albuquerque



330 Tijeras Ave. NW
Albuquerque, NM 87102



Ben Hogge
Sales Manager
Direct: (505) 843-2662
Fax: (505) 843-2665
benjamin.hogge@hyatt.com

March 27, 2015

Cameron Smith McElhiney, Special Project Coordinator
National Association for Civilian Oversight of Law Enforcement
PO Box 1737
Indianapolis, IN 46206

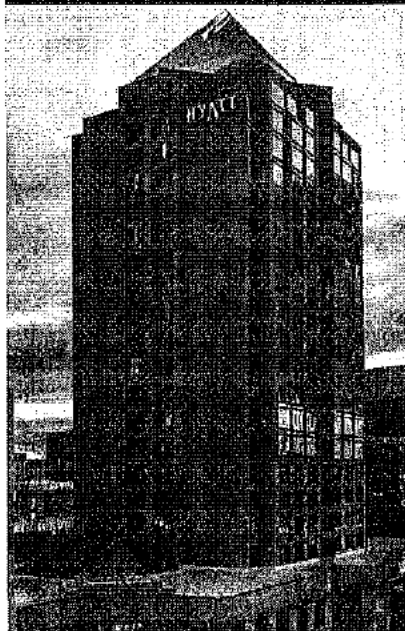
Dear Cameron,

Thank you for your consideration of the Hyatt Regency Albuquerque for the **2016 Annual Conference**. We are excited for this opportunity to showcase our amazing property located in the heart of downtown Albuquerque. The package we have put together is phenomenal and you will be thrilled with what we have to offer to make this meeting a huge success!

The Hyatt Regency Albuquerque is the premier Downtown hotel in the city, offering superior service standards, food quality and food creativity. Located conveniently across from the Albuquerque Convention Center, just two blocks from the Historic Route 66 Entertainment District and in close proximity to countless area attractions and restaurants, your attendees will appreciate our convenient location in the heart of downtown Albuquerque.

REASONS TO COME TO ALBUQUERQUE:

- Recognized as one of the most culturally diverse cities in the country, Albuquerque's rich heritage is reflected in its architecture, artwork, cultural centers and cuisine.
- With over 300 days of sunshine a year, Albuquerque is blessed with a mild, dry climate and four distinctly beautiful seasons.
- Albuquerque and the surrounding mountainous terrain is a paradise for hiking and biking in the Sandia and Manzano Mountains.
- Albuquerque was ranked 7th in *AmericanStyle Magazine's* Top 25 Arts Destinations in the country.
- Albuquerque is host to the International Balloon Fiesta, the world's largest hot air balloon festival.
- Sandia Peak Tramway goes up the mountain 5,000 feet to 10,378 feet in twenty minutes.





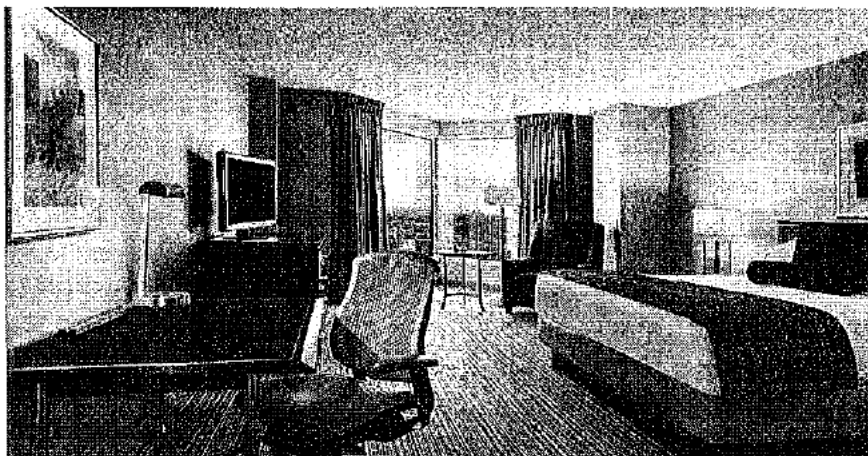
330 Tijeras Ave. NW
Albuquerque, NM 87102

HOTEL FACTS

- 395 spacious guest rooms with mountain and city views
- Conveniently located diagonally across the street from the Albuquerque Convention Center
- Complimentary 24 hour, StayFit™ fitness center
- Heated, rooftop swimming pool and two hot tubs open seasonally from 7:00am – 10:00pm
- 24-hour Biz Connect business center with internet, fax, printing and copy services in the hotel lobby and on the 18th floor
- Onsite VIP Ambassador and the city's only Les Clef D'or Concierge
- Complimentary wi-Fi in all public areas
- Front Desk Agents available 24 hours a day
- Kiosks located in the main lobby for convenient check-in/out
- PDA check-in/out and video check-out options
- Airline check-in
- Portage: \$10.00 roundtrip (suggested)
- Check-in at 3:00 pm, check-out at 12:00 pm
- Valet parking:
Overnight \$20.00
- Self parking:
Overnight \$16.00

ROOM AMENITIES:

- 32" LCD flat screen TV's
- Ergonomic working chairs with additional desk space
- iHome stereo with iPod® docking station
- Individual temperature control
- Hyatt's signature Grand Beds
- Wired and wireless guest room Internet: \$9.95 per day
- Complimentary coffee makers and min-fridges for \$15.00 per day, available upon request



GUEST ROOM BLOCK

Currently, we have the following dates and corresponding guest room block available:

Day	Dates	Dates	Dates	Room Block
Sat	*September 10, 2016	*September 17, 2016	October 22, 2016	10
Sun	*September 11, 2016	*September 18, 2016	October 23, 2016	125
Mon	*September 12, 2016	*September 19, 2016	October 24, 2016	130
Tues	*September 13, 2016	*September 20, 2016	October 25, 2016	130
Wed	*September 14, 2016	*September 21, 2016	October 26, 2016	120
Thurs	*September 15, 2016	*September 22, 2016	October 27, 2016	10
Fri	*September 16, 2016	*September 23, 2016	October 28, 2016	-0-

*Second Option Rooms & Meeting space

Total Guest Rooms: 525

We are not currently holding guest rooms over the above dates, so please let me know if you are interested in securing these dates.

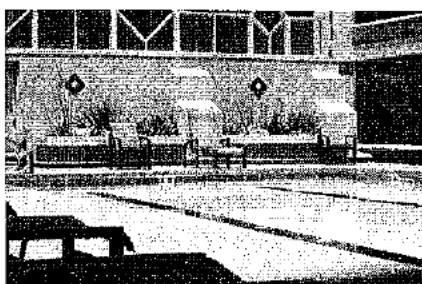
RATES

We are pleased to offer the following discounted group room rates:

Room Occupancy	Rates
Single	\$103.00
Double	\$103.00
Triple	\$103.00
Quad	\$103.00

All rates are net, non-commissionable and subject to prevailing state and local taxes, currently at 13.00%.

*Rates include a \$20.00 rebate per actualized guest room





**HYATT
REGENCY**

330 Tijeras Ave. NW
Albuquerque, NM 87102

OUTLETS

FORQUE Kitchen and Bar offers regionally inspired menu concepts designed to reflect subtle flavors from the unique and distinctive seasoning profile of New Mexico and the southwest.

FORQUE Kitchen:

Breakfast - Served daily from
6:30 am - 11:00 am

Lunch - Served Daily from
11:00 am - 2:00 pm

Dinner - Served nightly from
5:30 pm - 10:00 pm.

FORQUE Bar:

Open Monday - Saturday from 11:00
am - 1:00 pm and Sunday from 12:00
pm - 12:00 am

HQue Lobby Bar:

Featuring hand crafted cocktails, local
microbrews, eclectic wines by the
glass and light fair. Open Wednesday
- Friday from 4:00 pm - close.

Starbucks at Hyatt:

Offering your favorite Starbucks
coffee, specialty beverages and more.
Open Monday through Friday from
6:00 am - 5:00 pm, Saturday from
6:00 am - 3:00 pm and Sunday from
6:00 am - 1:00 pm.

AVERAGE MENU PRICING

Continental Breakfast: \$15.00 -
\$22.00 / Person

Coffee Breaks: \$10.00 - \$18.00 /
Person

Breakfast: \$18.00 - \$28.00 / Person

Lunch: \$23.00 - \$36.00 / Person

Dinner: \$28.00 - \$60.00 / Person

Reception: \$10.00 - \$55.00 / Person

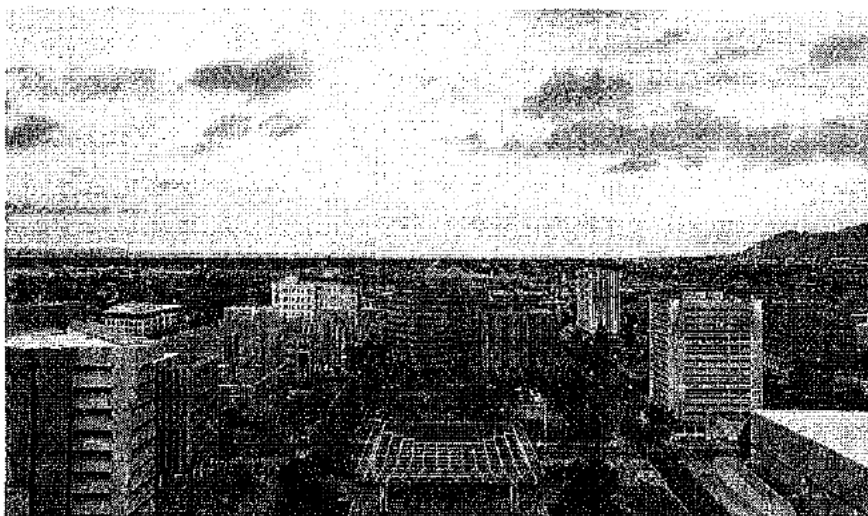
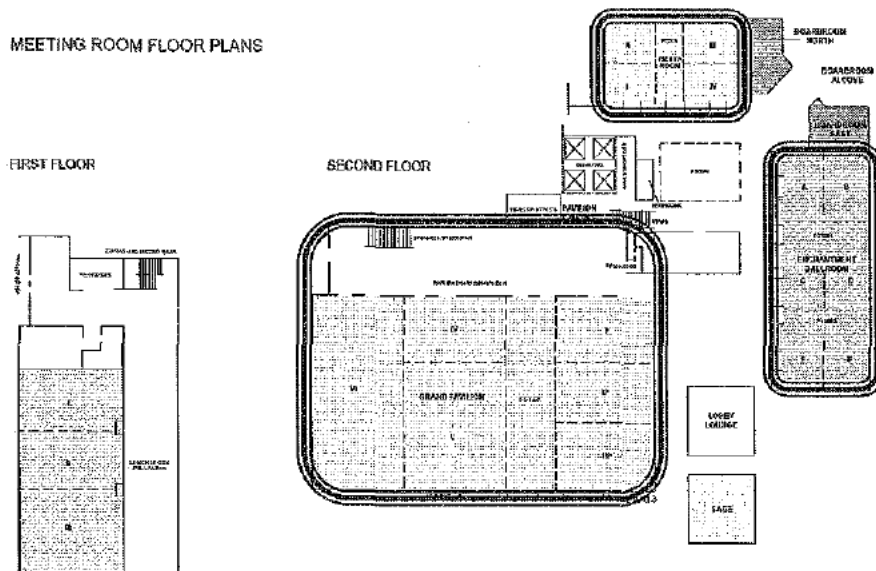
A Taxable 22% Service Charge and 7%
state sales tax shall be added to all
food and beverage.

MEETING SPACE

Hyatt Regency Albuquerque offers 30,000 square feet of state-of-the-art function space, which includes 7,800 square feet of pre-function and over 20,000 square feet of ballroom space. Our 22 flexible meeting rooms can easily be converted to accommodate breakouts, as well as, office and storage space. We currently have the space available that will accommodate your program perfectly! Meeting room rental will be complimentary with a food and beverage minimum \$25,000.



MEETING ROOM FLOOR PLANS





**HYATT
REGENCY**

330 Tijeras Ave. NW
Albuquerque, NM 87102

POINTS OF INTEREST IN ALBUQUERQUE

- Albuquerque Convention Center
- Route 66 Entertainment District
- Historic Old Town
- Nob Hill
- New Mexico Rail Runner Express to Santa Fe
- Albuquerque's Bio Park which includes the Botanic Gardens, Zoo, Aquarium and Tingley Beach fishing lakes
- Indian Pueblo Cultural Center
- National Hispanic Cultural Center
- Albuquerque's Museum of Art and History
- Sandia Peak Aerial Tramway

TRANSPORTATION

Albuquerque International Airport (ABQ) is 4.8 miles away with an approximate drive time of 10 minutes. Hyatt Regency Albuquerque works with Sunport Shuttle to provide transportation to and from the airport. Airport shuttle service is available as early as 4:00 am to 11:00 pm. The cost of service is \$11.00 one-way and \$20.00 roundtrip for the first person. There is an additional charge of \$5.00 one-way and \$10.00 roundtrip for each additional person in the same party. The cost for taxi service is approximately \$18.00 one-way.



SPECIAL CONSIDERATIONS

In appreciation for bringing this program to the Hyatt Regency Albuquerque, we are pleased to offer the following special considerations with **80% pickup** of the total guest room block:

- One (1) Complimentary room per forty(40) actualized guest room
- \$20.00 rebate per actualized room night, payable to NACOLE
- Twelve (12) Mountain View upgrades at group rate (9/12-17/15)
- Group rate available three (3) days pre and three (3) days post event
- Complimentary access to 24hour fitness center for attendees
- One (1) Complimentary Hospitality Suite for 5 day period
- 10% discount on AV pricing, if in house AV provider selected
- 10% discount on food and beverage pricing (2016 menu pricing)
- Complimentary standard wireless guest room internet
- Complimentary standard wireless internet in meeting space
- Rates offered three (3) days pre and post event

Cameron, I am excited to work with you on this important meeting! If I have not addressed an issue you feel is important, please let me know and I will get you the information you need in order to make the most informed decision possible. Thank you once again for your consideration. I look forward to assisting you in the planning of your event.

Best Regards,

Benjamin Hogge

Ben Hogge
Sales Manager
Direct: (505) 843-2662
benjamin.hogge@hyatt.com



AUDIO & VISUAL
<http://www.jsavmexico.com/>

FORCE MAJEURE

The parties' performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, restriction on food, beverage or other supplies or any other emergency of a comparable nature beyond the parties' control, making it impossible, illegal or which materially affects a party's ability to perform its obligations under this Agreement. In order to terminate this agreement under this provision, the terminating party must provide written notice to the other party within five (5) days of the occurrence of any of these events. In the event of termination by the Hotel under this section, the Hotel shall refund all deposits and/or prepayments made by the Group within five (5) days of the notice of termination.

CANCELLATION OPTION

Either the Hotel or Group may cancel this contract without cause upon written notice to the other party at any time prior to the event and upon payment of an amount based on the following scale, plus applicable taxes:

179 days or less from the start of the official event dates \$ (80% of Rooms, 40% of Food & Beverage, and Rental
Minimums)

364 days to 180 days from the start of the official event dates \$ (70% of Rooms, 30% of Food & Beverage, and Rental
Minimums)

729 days to 365 days from the start of the official event dates \$ (50% of Rooms, 25% of Food & Beverage, and Rental
Minimums)

Contract signing to 730 days from the start of the official event dates \$ (40% of Rooms, 15% of Food & Beverage, and Rental
Minimums)

Payment due as a result of this cancellation option shall be made by the canceling party to the non-canceling party at the time this Agreement is canceled by written notice.

The Hotel and Group intend to liquidate damages in the event that either party utilizes the cancellation option set forth in this section. Therefore, the Hotel and Group agree (a) that the above formula is a reasonable estimate of the Hotel's damage in the event of cancellation and (b) that the liquidated damages set forth in this section do not constitute a penalty.

FOOD AND BEVERAGE MINIMUMS

Group agrees to provide a minimum of \$25,000 in banquet food and beverage revenue (excluding tax and service charge). Should the Group's banquet food and beverage revenue fall below this amount, the Group will be responsible for the difference between the minimum banquet food and beverage revenue and the actualized food and beverage revenue multiplied by 40% (minimum food and beverage revenue minus actualized food and beverage revenue multiplied by 40%), plus any applicable taxes. This amount will be placed on the Group's Master Account.

The Hotel and Group intend to liquidate damages in the event the Group fails to meet the food and beverage minimum set forth in this section. Therefore, the Hotel and Group agree (a) that the above formula is a reasonable estimate of the Hotel's damage in the event the minimum set forth in this section is not met and (b) that the liquidated damages set forth in this section do not constitute a penalty.

All banquet food and beverage arrangements must be made through the Hotel. Only food and beverage purchased from Hyatt may be served on Hotel property. The Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the state mandated age limit are present at the function and attempt to receive service of alcoholic beverages. Hotel further reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

FUNCTION SPACE COMMITMENT

The Hotel is currently holding function space based on the attached Program of Events. This is considered to be a firm commitment by the Group and any increase or decrease to that commitment may result in a modification of room rental by the Hotel. All function and meeting space is assigned by the Hotel according to the number of persons guaranteed to attend the Group's function. The Hotel reserves the right to reassign the space listed on the Program of Events to accommodate both the Group and all other groups using the Hotel's facilities during the Group's meeting. A failure to submit a finalized Program of Events to the Hotel by 3 months prior to

arrival may result in a release by the Hotel of the space being held for the Group and/or a reassignment to space more suitable for the finalized Program of Events once submitted. The Group agrees to promptly notify the Hotel of any changes in its function space requirements.

Meeting room rental for this program is \$. (All fees for meeting and function space are subject to applicable taxes.)

WALKING OF GUESTS

The Hotel represents and warrants that it shall accommodate Group's attendees and guests as agreed. Hotel will not overbook sleeping rooms during the meeting dates set forth in this contract. The Hotel agrees that all non-attendees of Group's event will be walked before any of the Group's attendees. In the event Hotel deems it necessary to send Group's attendee to another hotel due to overbooking or a decrease in inventory, Hotel will consult with Group's onsite contact prior to walking any Group attendee to another hotel. Further, Hotel agrees that it will provide for each "walked" attendee:

1. An equivalent or better room located within a ten-mile radius of the Hotel at no cost to the attendee or to Group;
2. Bring the attendee, at the attendee's discretion, back to the Hotel at the earliest possible date;
3. Provide attendee sufficient travel allowance to cover one round-trip fare to and from the hotel where the attendee will be staying for each day of the meeting that the attendee involuntarily resides at an alternate hotel;
4. The Hotel shall reimburse all additional transportation costs incurred for travel to and from the event and any related group functions for as long as the attendee is denied housing;
5. Reimburse two long-distance telephone calls and/or use of Internet access for each relocated attendee to notify family and work of their location;
6. Keep the walked attendee's name on a list for referral of phone calls to the guest's new hotel;
7. The Hotel will offer a letter of apology from the General Manager and placed in the guest's room upon the guest's return to the Hotel.
8. In the event that Hotel overbooks and any Group attendees are walked to another hotel, Hotel will credit the number of overbooked rooms to Group's pick-up for purposes of calculating attrition.

Group will provide Hotel with a list of staff/speakers/VIPs whom under no circumstance will be walked. The Hotel agrees to make sure that none of the Group's VIPs are walked for any reason. The Hotel shall be responsible for informing Group of anticipated walks prior to any occurrence of this nature, or immediately after if not anticipated by Hotel. If a walked guest refuses to return to the Hotel when lodging becomes available, Hotel will not be responsible for payment of any additional sleeping room charges from that point forward, but Group will receive credit against any attrition fee from the remaining room night(s).

INSURANCE

Group and Hotel are required to insure their obligations set forth in the section entitled 'Indemnification and Hold Harmless' above, and to provide evidence of such insurance upon request. For any activity introduced onto the premises by an outside contractor hired by Group, Group will be fully responsible for the actions of such outside contractor. Upon request, Group will provide a certificate of insurance covering the actions of such outside contractor, naming the Hotel Owner and Hyatt Corporation as additional insured's with regard to the activities of such outside contractor. At minimum, insurance includes workman's compensation, bodily injury, property damage and general liability.

Liquor Liability: The hotel agrees to carry liquor liability insurance and further agrees that all employees and agents performing services under this agreement shall at all times comply with all federal, state and local laws pertaining to the sale, service or furnishing of alcoholic beverages to anyone who is attending the Group Event. Hotel will not serve alcoholic beverages to anyone who is under legal age, or to anyone, regardless of age, who is obviously or visibly intoxicated. The Hotel agrees to indemnify and hold Group, its officers, directors, employees, agents, members or representatives, harmless from any claims arising directly from all damages, loss or liability of any kind whatsoever, including reasonable attorney's fees, arising out of or in connection with the Hotel's serving of alcohol beverages at Group events during Official Dates.

Hotel represents that all Hotel personnel serving alcoholic beverages have undergone adequate training to prevent any incidents, which could result in liquor liability.

CONSTRUCTION OR RENOVATION

In the event the Hotel will be undergoing any material non-emergency construction or renovation during the event dates, the Hotel shall promptly notify the Group, and the Group shall have the right to cancel this Agreement without liability upon written notice to the Hotel if, in the reasonable judgment of the Group and the Hotel, such construction or renovation will materially interfere with the Group's ability to hold the event.

ALBUQUERQUE HYATT REGENCY
330 Tijeras NW
Albuquerque, NM 87102

phone 505.843.2680
 toll free 800.233.1234
 fax 505.843.2665
 email salesalbuq@hyatt.com
 website www.albuquerque.hyatt.com



Albuquerque Hyatt Regency



Discover a landmark hotel. **Albuquerque Hyatt Regency** is an urban oasis in the Land of Enchantment known for its high level of personal service, upscale amenities and ideal downtown location. Just 10 minutes from the Albuquerque International Sunport, the hotel is directly across from the Albuquerque Convention Center and a short walk to historic Route 66 with its many noted shops, art galleries and colorful avenues.

Albuquerque Hyatt Regency is the city's premier meeting and convention hotel. With 26,000 square feet of meeting space, the hotel can host groups of many sizes. Whether you are planning an intimate meeting, a once in a lifetime event or an executive conference, extraordinary events happen at the Albuquerque Hyatt Regency.

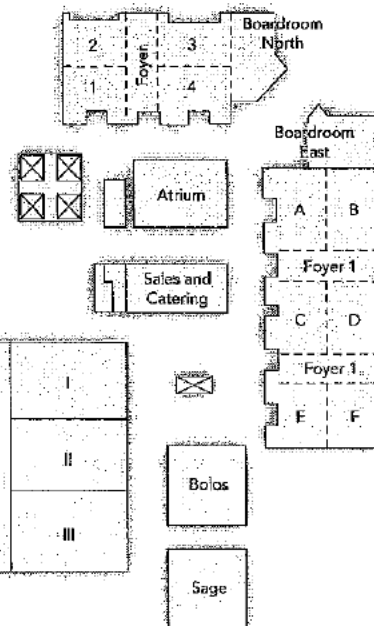
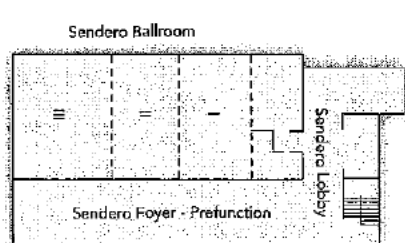
Take the time to explore some of Albuquerque's best dining options. Enjoy regionally inspired cuisine, locally produced wine, micro-brewed beer and hand-crafted specialty cocktails.

Immerse yourself in our rich cultural heritage and 310 days of sunshine a year and you will quickly understand why Albuquerque is the must visit destination of the Southwest. At Albuquerque Hyatt Regency, our renowned service, amenities and downtown location make us the ideal choice for business travelers, vacationers and conferences.

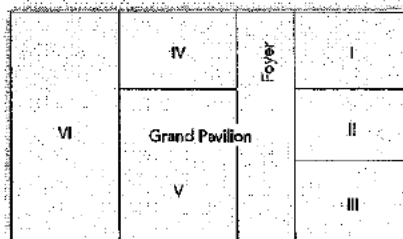
Total Guestrooms:	395	Parking Spaces:	173
Committable Sleeping Rooms:	325	Parking Fee:	\$13 self/\$18 valet
Suites:	14	On-Site Restaurants:	1
Handicap Accessible Sleeping Rooms:	8	Restaurant Seating Capacity:	136
Smoking Rooms:	5	Private Dining Capacity:	12
Total Meeting Space (sq. ft.):	26,000	Bar:	yes
Largest Meeting Room (sq. ft.):	11,300	Swimming Pool:	yes
Maximum Meeting Capacity:	1,275	Spa:	no
Maximum Banquet Capacity:	1,000	Workout Facility:	yes
Data Port Ready:	yes	Laundry/Valet Service:	yes
High Speed Internet/Wi-Fi in Guest Rooms:	yes	Business Center:	yes
Internet Fee (Guest Rooms):	\$9.99	Gift Shop:	yes
High Speed Internet/Wi-Fi in Meeting Rooms:	yes	Room Service Hours:	6am - 12am
On-Site A/V:	yes	Pet Friendly:	no
Airport Shuttle:	no	Miles to Abq. Sunport:	5.5
Fee for Airport Shuttle:	N/A	Distance to Abq. Convention Center:	1 block
Courtesy Shuttle Miles from Hotel:	N/A		

Building Facilities and Room Capacities

ROOM	SQ. FT.	DIMENSIONS	CEILING	THEATRE	CLASSROOM	BANQUET	CONFERENCE	RECEPTION
Grand Pavilion	11300	146' x 78'	-	1,275	850	1,000	—	1,200
Pavilion I	1092	26' x 42'		125	60	70	30	120
Pavilion II	1092	26' x 42'		125	60	70	30	120
Pavilion III	1092	26' x 42'		125	60	70	30	120
Corridor	1560	78' x 20'		—	—	—	—	—
Pavilion IV	1092	26' x 42'		125	60	70	30	120
Pavilion V	2184	52' x 42'		250	120	150	60	240
Pavilion VI	3276	78' x 42'		375	190	210	—	350
Pavilion I-III	3276	78' x 42'		375	190	210	—	500
Pavilion IV-VI	6552	78' x 84'		740	380	500	—	700
Enchantment Ballroom	4134	106' x 39'		400	200	300	—	400
Enchantment A	551	19' x 29'		60	27	40	20	60
Enchantment B	551	19' x 29'		60	27	40	20	60
Corridor	456	38' x 12'		—	—	—	—	—
Enchantment C	456	19' x 24'		50	24	30	20	50
Enchantment D	456	19' x 24'		50	24	30	20	50
Corridor	456	38' x 12'		—	—	—	—	—
Enchantment E	551	19' x 29'		60	27	40	20	60
Enchantment F	551	19' x 29'		60	27	40	20	60
Fiesta Room	2160	36' x 60'		180	100	150	—	225
Fiesta 1	450	18' x 25'		40	24	24	20	35
Fiesta 2	450	18' x 25'		40	24	24	20	35
Corridor	432	38' x 12'		—	—	—	—	—
Fiesta 3	450	18' x 25'		40	24	24	20	35
Fiesta 4	450	18' x 25'		40	24	24	20	35
Boardroom East	480	32' x 15'		40	—	30	20	30
Boardroom North	435	29' x 15'		—	—	12	12	—
Sendero Ballroom	4756	116' x 41'		480	285	350	—	480
Sendero I	1722	42' x 41'		175	100	120	40	175
Sendero II	1230	30' x 41'		125	70	100	34	125
Sendero III	1804	44' x 41'		180	120	130	40	180
Sage I	800	31' x 32'		120	60	60	28	5
Sage II	700	—		60	40	40	22	40

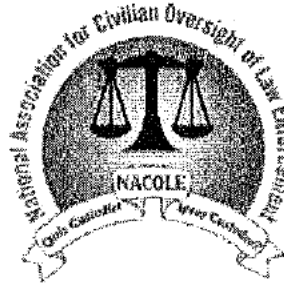


HYATT
REGENCY





Proposal for



**National Association for Civilian Oversight of Law Enforcement
2016 Conference
September 11th 2016 to September 16th 2016**

Tuesday, April 07, 2015

Ms. Cameron Smith McElhiney:

The staff at the **Hotel Cascada, an Urban Resort** would be honored to be considered for your future event and lodging needs. Please consider us as the ideal Hotel Cascada for a South Western escape to meet, work, relax and play, surprisingly affordable and always memorable. **It will be our pleasure to offer a rate of \$103.00 plus tax for your single occupancy and double occupancy including a hot cooked breakfast in Amped Café daily during the time of your guest stay with us.** This rate will extend three days pre and post conference. It will be our pleasure to welcome the site selection committee into the hotel for a tour to enable you to see firsthand how we envision providing you the services and space you will need to run your conference successfully and efficiently.

GUESTROOM FEATURES

300 renovated spacious guestrooms and suites offer views of the mountains or courtyards. Guestrooms feature a work desk, complimentary high-speed wireless internet, in-room coffee maker, full size iron/ironing board and Direct TV and HBO channels.

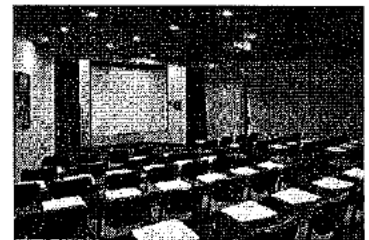
Guest room rates are generally net non commissionable and do not include applicable local and state taxes currently at 13%. Tax rates are subject to change at any time based upon government regulation.



SCALABLE BANQUET SPACE 30,000 SQUARE FEET +

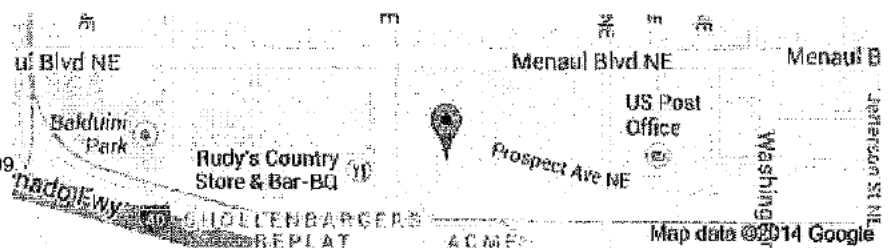
Making your meeting or event enjoyable and successful is our main objective! The Hotel offers an ideal location for a variety of meetings and events. With over 30,000 square feet of flexible indoor/outdoor function space where your needs will be met!

Hotel Cascada offers more than 30,000 feet of flexible meeting space. From a setting for 600 theater style in the Grand Cascada Ballroom to an intimate board meeting for ten or taking advantage of our sixty seat theater. We offer two scalable Ballrooms and ten additional independent banquet rooms. Hotel Cascada banquet rooms black out for AV presentations, or if you prefer to let the "Land of Enchantment" sunshine in, we have an abundance of natural light too.



LOCATION

Few hotels in Albuquerque offer the comfort and convenience of the **Hotel Cascada, an Urban Resort**. Conveniently located in the 2500 Carlisle Blvd NE | Albuquerque, NM 87110
Hotel (505) 888.3311 (Ext. 509); facsimile (505) 888.399



M002474

midtown business district, the Hotel is near Albuquerque attractions and is immediately accessible to both Interstate 40 and 25. Step out the front door, and you will find yourself minutes away from the Albuquerque International Sunport Airport, Historic Old Town Albuquerque, museums, major shopping centers, theatres and restaurants.

MEETING ROOM REQUIERMENTS

Meeting rooms have been held as outlined below to meet the requirements requested within your proposal. Registration will be set in the pre-function space in front of the Ballroom in very close proximity to your general session. Meeting room rental is waived with a minimum of \$20,000.

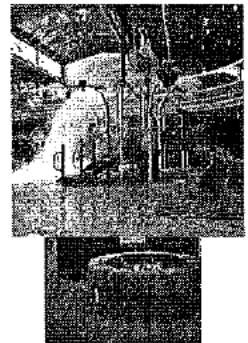
DAY	DATE	START	END	FUNCTION	ROOM	SETUP	ATTD
Sunday – Friday	9/11-16/2016	8:00 AM Sunday	05:00 PM Friday	General Session	Cascada Ballroom	Classroom	300
Sunday – Friday	9/11-16/2016	TBD	TBD	Meeting/ Break Outs	Ocotillo 1 - 2 – 3, Sagebrush, Desert Rose	Classroom	Each set for 50
TBD	9/11-16/2016	12:00 PM	01:30 PM	Luncheon	Courtyard	Banquet 8 Top	300
Sunday – Friday	9/11-16/2016	8:00 AM Sunday	05:00 PM Friday	Hospitality Room	Mesquite	Hospitality	Flow
TBD	9/11-16/2016	TBD	TBD	Complimentary Welcome Reception	Atrium	Reception Style	Flow

CONFERENCE CONCESSIONS

Hotel Cascada is pleased to offer the following added value to contribute to the overall success of your conference.

ADDED VALUE

- Complimentary high speed wireless internet access in guestrooms as well as common areas.
- **A \$20.00 Rebate to National Association for Civillian Oversight of Law Enmforcement**
- **No Additional Charge for AV that group brings in on their own.**
- **Hotel will offer a complimentary Chips and Salsa and Iced Tea Welcome Reception for new members and 1st time attendees.**
- Complimentary parking, which accommodates large motor coaches and recreational vehicles.
- **Flat Rate for Single or Double bed rooms.**
- **1 per 40- complimentary guest rooms cumulative.**
- **Room rate includes hot buffet breakfast.**
- Complimentary shuttle service within 5-mile radius of Hotel as well as to and from the Albuquerque airport; subject to availability.
- 2 On site restaurants, two shopping malls within 5-mile radius as well as a plethora of dining options in the immediate area.
- **Upgrades from group (up to 15) based on availability**
- **Complimentary package handling and Storage for packages group may have**
- Atrium enclosed guest pool with adjacent Jacuzzi both ADA compliant.
- **Water Park on site Hotel will offer 40% Off Discounted Water Park Tickets for conference attendees and family members staying at Hotel Cascada**
- **Complimentary use of Gym Facilities for your attendees staying at Hotel Cascada at Midtown's Sports & Wellness Center directly behind the hotel.**



Be sure to take advantage of the complimentary access to Albuquerque's premier Midtown Sports & Wellness Center, located directly behind the Hotel. Midtown Sports & Wellness Center is a full-service fitness facility offering racquetball,

2500 Carlisle Blvd NE | Albuquerque, NM 87110

Hotel (505) 888.3311 (Ext. 509) facsimile (505) 888.3989 | A Member of the Gemstone Hotels & Resorts Collection

basketball, volleyball, & aerobics along with an assortment of exercise equipment. Your attendees can truly maintain their health and fitness routines during their stay at Hotel Cascada.

DINING & ENTERTAINMENT

With three delicious dining opportunities on site; Altitude Sports Grill, Amped Café for breakfast and fresh brewed Star Bucks coffee and assorted pastries and snacks all day from our In-lobby coffee bar your guest will have plenty of selections outside of your planned meal functions.

Amped Café serving Starbucks is open daily for breakfast. Our new Altitude Sports Grill is open daily and offers live entertainment through various days of the week. Albuquerque's only Major League Sports Grill, Altitude has everything you'd want and expect in a sports bar and then some. Wall-to-wall TV's delivering a world class sports package that carries all the top games.

And what about the food: simply stated and beautifully presented. The menu is a gastronomic gathering of sports bar classics, hand-made pizzas, tempting salads, and superb signature dishes. Honestly, you'll have to look long and hard to get a better meal for the price.

Your program includes many variables that we would be delighted to discuss in more detail and as needed during the site selection process that will be useful in making a sound and effective decision.

Banquet prices can generally be estimated as outlined below and can range in price depending on selections made and add-ons requested. Due to the lengthy timeline before your event it is likely these prices may change however once contracted prices will be locked in for the groups F&B needs.

Breakfast: Included in the room rate

Lunch: \$12.00 to \$17.00 per person ++

Dinner: \$23.00 to \$35.00 per person ++

Breaks: Upwards from \$5.50 per person ++

Reception: \$13.50 to \$23.00 per person ++

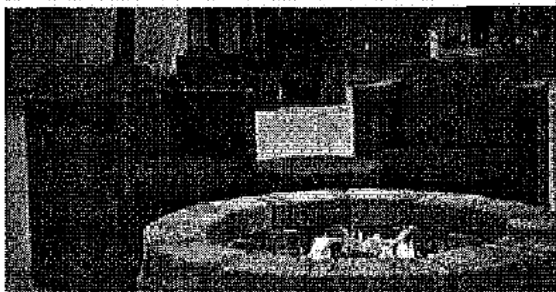
Thank you for your interest in the **Hotel Cascada, an Urban Resort**. We look forward to the opportunity of working with you! If I can be of any immediate assistance, please feel free to call me at 505.855.6109 or via email at elovato@thehotelcascada.com. It would be our pleasure to earn your business.

Sincerely,

Esther Lovato
Associate Director of Sales Manager
Hotel Cascada
505.855.6109

**HOTEL CASCADA,
AN URBAN RESORT**
2500 Carlisle Boulevard NE
Albuquerque, NM 87110

phone 505.888.3311
toll free 855.WR.URBAN (978.7226)
fax 505.881.7452
email sales@thehotelcascada.com
website www.thehotelcascada.com



Hotel Cascada, An Urban Resort lies in the shadow of the Sandia Mountains, and is defined by the elements that make New Mexico so appealing. Spread across a 14-acre resort campus, featuring the rugged character of the southwest with a modern, contemporary flair. The Resort also boasts the upscale Altitude Sports Grill, the Amped Café for casual dining and a Starbucks Bistro area.

Guests have a wide array of resort amenities, an Atrium Pool area to relax after a day of meetings or an outdoor meditative courtyard, with soothing waterfalls, a putting green and fire pit sitting area to enjoy New Mexico's cool evenings under the stars. Complimentary access to the premier Sports & Wellness Center adjacent to the resort is afforded to all the resort's guests which yoga and fitness classes and a world class gym. Hotel Cascada's Water Park features a 30,000 square foot facility boasting a Flowrider, five pool areas, and an authentic outdoor beach area!

A perfect venue to experience the southwest's hospitality boasting over 35,000 square feet of flexible indoor and outdoor meeting space, from an amphitheater, the Cascada Courtyard for meal events, to hosting a reception in the unique, fun environment of an aquatically themed Water Park venue.

A perfect southwest escape to meet, work, relax and & play!

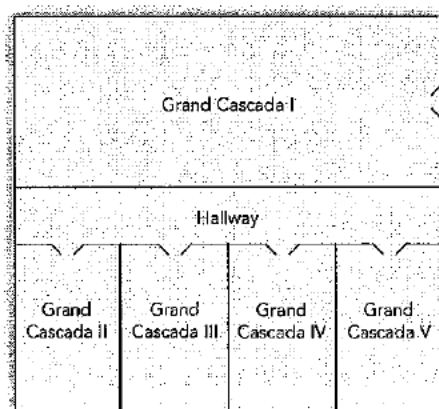
Hotel Cascada, An Urban Resort

Total Guestrooms:	310	Parking Spaces:	520
Committable Sleeping Rooms:	200	Parking Fee:	\$0
Suites:	26	On-Site Restaurants:	2
Handicap Accessible Sleeping Rooms:	6	Restaurant Seating Capacity:	80
Smoking Rooms:	0	Private Dining Capacity:	80
Total Meeting Space (sq. ft.):	35,000	Bar:	yes
Largest Meeting Room (sq. ft.):	6,952	Swimming Pool:	yes
Maximum Meeting Capacity:	700	Spa:	no
Maximum Banquet Capacity:	600	Workout Facility:	yes
Data Port Ready:	yes	Laundry/Valet Service:	yes
High Speed Internet/Wi-Fi in Guest Rooms:	yes	Business Center:	yes
Internet Fee (Guest Rooms):	\$0	Gift Shop:	yes
High Speed Internet/Wi-Fi in Meeting Rooms:	yes	Room Service Hours:	6am - 10pm
On-Site A/V:	yes	Pet Friendly:	yes
Airport Shuttle:	yes	Miles to Abq. Sunport:	7.3
Fee for Airport Shuttle:	\$0	Miles to Abq. Convention Center:	4
Courtesy Shuttle from Hotel:	5 mile radius and to airport & train stations		

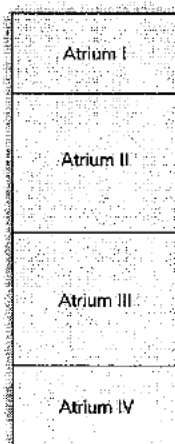
Building Facilities and Room Capacities

ROOM	SQ. FT.	DIMENSIONS	CEILING	THEATRE	CLASSROOM	BANQUET	CONFERENCE	RECEPTION
Grand Cascada Ballroom	6,952	79 x 88	14'	600	325	450	N/A	900
Grand Cascada I	4,266	79 x 54	14'	400	225	250	N/A	500
Grand Cascada I + Hall	4,977	79 x 63	14'	450	275	250	N/A	525
Grand Cascada II, III, IV, V	456	19 x 24	14'	40	30	50	25	50
Grand Cascada II-V	1,824	79 x 24	14'	200	160	180	N/A	300
Grand Cascada II-V + Hall	2,607	79 x 33	14'	180	170	190	N/A	310
Ocotillo Ballroom	4,410	45 x 98	8'	500	260	300	N/A	400
Ocotillo I	1,596	45 x 38	8'	150	110	100	40	150
Ocotillo II	1,350	45 x 30	8'	120	80	90	30	125
Ocotillo III	1,350	45 x 30	8'	120	80	90	30	125
Ocotillo I & II	2,856	45 x 68	8'	270	190	190	70	275
Ocotillo II & III	2,700	45 x 60	8'	240	160	175	60	250
Desert Rose	2,205	45 x 49	8'	200	120	130	40	200
Sagebrush	1,260	45 x 28	8'	130	80	100	20	125
Mesquite	1,092	39 x 28	8'	112	70	70	20	100
Blue Agave	1,088	34 x 32	10'	60	60	70	20	100
Atrium I	234	18 x 13	8'	10	N/A	20	10	10
Atrium II	455	35 x 13	8'	30	22	20	25	25
Atrium III	429	33 x 13	8'	30	22	20	25	25
Atrium IV	264	33 x 8	8'	10	N/A	20	10	10
Cascada Courtyard	4,092	62 x 66	N/A	N/A	N/A	300	N/A	400
Garden Terrace	3,363	59 x 57	25'	N/A	N/A	27	N/A	300
Water Park Mezzanine	3,000	N/A	N/A	N/A	N/A	175	N/A	250
Boardroom	459	27 x 13	8'	N/A	N/A	N/A	10	N/A

Grand Cascada Ballroom
(Grand Cascada I - V)

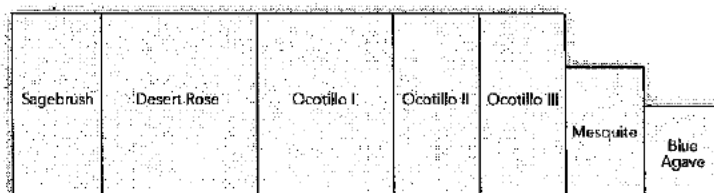


Building I



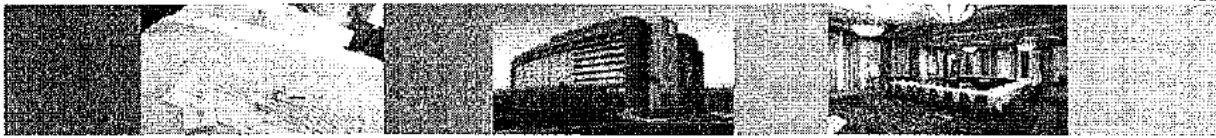
Building I
2nd Floor

 **HOTEL CASCADA**
An Urban Resort



Pre-Function Area

Building II



April 7, 2015

National Association for Civilian of Law Enforcement
 Ms. Cameron Smith McElhiney
 Special Projects Coordinator
 430 N. Park Avenue,
 Indianapolis, IN 46202

RE: 2016 Annual Conference

Dear Ms. McElhiney,

Thank you for considering the **Embassy Suites Albuquerque Hotel & Spa** to accommodate the **2016 Annual Conference**. Our property offers a convenient location just moments from Downtown, Nob Hill and Old Town, as well as affordability and quality. Your event is important to us, and our knowledgeable staff will tend to your every request to ensure a successful program.

We have your preferred dates of **September 18-September 24, 2016** available. We are pleased to extend the following room block and group rate*:

	Sun 09/18/16	Mon 09/19/16	Tue 09/20/16	Wed 09/21/16	Thu 09/22/16	Fri 09/23/16
Run of House	10	125	130	130	120	10

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Run of House	\$103.00	\$108.00	\$113.00	\$118.00

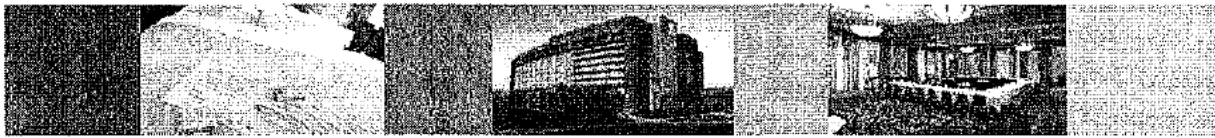
*This rate is based off of the prevailing government per diem rate, currently \$83. The rate includes a \$20 rebate.

Rate quoted is net, non-commissionable and does not reflect applicable taxes, currently 13%.

*Special Rates for your attendees include a **COMPLIMENTARY FULL, COOKED-TO-ORDER BREAKFAST BUFFET** every morning as well as a **COMPLIMENTARY EVENING RECEPTION** featuring complimentary cocktails, non-alcoholic beverages, and light snacks!



EMBASSY SUITES
Albuquerque - Hotel & Spa



Hotel can accommodate the event as listed below for a total set up fee of \$0.00, provided the group spends a minimum of \$5,000.00 on food and beverage (does not include 7% tax and 23.00% Service Charge.)

Date	Start Time	End Time	Function	Room	Setup	Agr
9/18/2016	8:00 AM	5:00 PM		Registration Desk		
9/19/2016	8:00 AM	5:00 PM		Registration Desk		
9/19/2016	8:00 AM	5:00 PM	Meeting	Sandia Ballroom I-IV	Classroom Style	300
9/19/2016	8:00 AM	5:00 PM	Breakout	Sandia Ballroom V	Classroom Style	150
9/19/2016	8:00 AM	5:00 PM	Breakout	Sierra Ballroom II	Theater Style	50
9/19/2016	8:00 AM	5:00 PM	Breakout	Sierra Ballroom III	Theater Style	50
9/19/2016	8:00 AM	5:00 PM	Breakout	Ocotillo Meeting Room II	Theater Style	50
9/19/2016	8:00 AM	5:00 PM	Breakout	Ocotillo Meeting Room I	Theater Style	50
9/19/2016	8:00 AM	5:00 PM	Breakout	Sandia Ballroom VI-VIII	Classroom Style	150
9/19/2016	8:00 AM	5:00 PM	Breakout	Sierra Ballroom I	Theater Style	50
9/20/2016	8:00 AM	5:00 PM	Breakout	Sierra Ballroom I	Theater Style	50
9/20/2016	8:00 AM	5:00 PM	Breakout	Sandia Ballroom VI-VIII	Classroom Style	150
9/20/2016	8:00 AM	5:00 PM	Breakout	Ocotillo Meeting Room I	Theater Style	50
9/20/2016	8:00 AM	5:00 PM	Breakout	Ocotillo Meeting Room II	Theater Style	50
9/20/2016	8:00 AM	5:00 PM	Breakout	Sierra Ballroom III	Theater Style	50
9/20/2016	8:00 AM	5:00 PM	Breakout	Sierra Ballroom II	Theater Style	50
9/20/2016	8:00 AM	5:00 PM	Breakout	Sandia Ballroom V	Classroom Style	150
9/20/2016	8:00 AM	5:00 PM	Meeting	Sandia Ballroom I-IV	Classroom Style	300
9/20/2016	8:00 AM	5:00 PM		Registration Desk		
9/21/2016	8:00 AM	5:00 PM		Registration Desk		
9/21/2016	8:00 AM	5:00 PM	Meeting	Sandia Ballroom I-IV	Classroom Style	300
9/21/2016	8:00 AM	5:00 PM	Breakout	Sandia Ballroom V	Classroom Style	150
9/21/2016	8:00 AM	5:00 PM	Breakout	Sierra Ballroom II	Theater Style	50



EMBASSY SUITES
Albuquerque - Hotel & Spa



9/21/2016	8:00 AM	5:00 PM	Breakout	Sierra Ballroom III	Theater Style	50
9/21/2016	8:00 AM	5:00 PM	Breakout	Ocotillo Meeting Room II	Theater Style	50
9/21/2016	8:00 AM	5:00 PM	Breakout	Ocotillo Meeting Room I	Theater Style	50
9/21/2016	8:00 AM	5:00 PM	Breakout	Sandia Ballroom VI-VIII	Classroom Style	150
9/21/2016	8:00 AM	5:00 PM	Breakout	Sierra Ballroom I	Theater Style	50
9/22/2016	8:00 AM	5:00 PM	Breakout	Sandia Ballroom VI-VIII	Classroom Style	150
9/22/2016	8:00 AM	5:00 PM	Breakout	La Ventana Room	Theater Style	50
9/22/2016	8:00 AM	5:00 PM	Breakout	Ocotillo Meeting Room I	Theater Style	50
9/22/2016	8:00 AM	5:00 PM	Breakout	Ocotillo Meeting Room II	Theater Style	50
9/22/2016	8:00 AM	5:00 PM	Breakout	Sierra Ballroom III	Theater Style	50
9/22/2016	8:00 AM	5:00 PM	Breakout	Sierra Ballroom II	Theater Style	50
9/22/2016	8:00 AM	5:00 PM	Breakout	Sandia Ballroom V	Classroom Style	150
9/22/2016	8:00 AM	5:00 PM	Meeting	Sandia Ballroom I-IV	Classroom Style	300
9/22/2016	8:00 AM	5:00 PM		Registration Desk		
9/23/2016	8:00 AM	5:00 PM		Registration Desk		

Special Considerations:

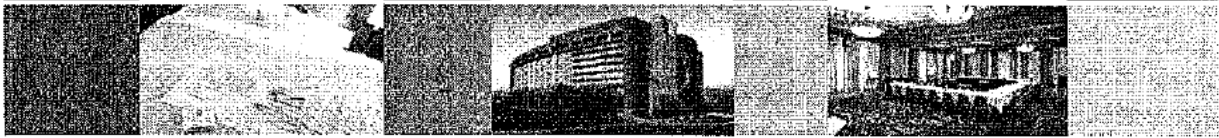
- Group rate includes a complimentary cooked-to-order breakfast and Complimentary Evening Reception, daily.
- Complimentary parking, refrigerators in each suite and a 24-hour business center.

Concessions:

- 1/40 comp
- Complimentary internet in all guestrooms
- 10% discount at our onsite spa, Spa Botanica
- \$20 rebate included in the rate
- 13 upgrades to our premiere floor at the group rate
- 5 welcome amenities for VIPs
- 14 day cutoff date
- Group rate available 3 days pre and post conference
- 2015 food and beverage prices guaranteed for 2016
- One time fee of \$500 for internet in meeting space



EMBASSY SUITES
ALBUQUERQUE - HOTEL & SPA



- 10% discount on audio visual prices
- Complimentary Presidential Suite for the nights of 9/19-9/22 (due to it already being reserved pre and post these dates)

The above rates and space are for proposal purposes only and are not being held at this time. Please let me know if you would like to hold the space on a first-option basis and contract the above arrangements. If I can be of further assistance, please do not hesitate to contact me. I look forward to following up with you soon!

Sincerely,

Shana Walker
Sales Manager
505-353-5365
shana.walker@jqh.com
www.Albuquerque.EmbassySuites.com

**ALBUQUERQUE EMBASSY SUITES
HOTEL & SPA**
1000 Woodward Place NE
Albuquerque, NM 87102

phone 505.245.7100
toll free 800.EMBASSY
fax 505.353.5389
email abqem_ds@hilton.com
website www.albuquerque.embassysuites.com



Albuquerque Embassy Suites Hotel & Spa



The Albuquerque Embassy Suites Hotel & Spa is centrally located in downtown Albuquerque, between the University of New Mexico (UNM) campus and the Albuquerque Convention Center, and close to the Albuquerque International Airport. This upscale, all-suite hotel and exquisite spa is also just minutes from Historic Old Town, Nob Hill, Downtown, shopping, sporting events, museums and golf.

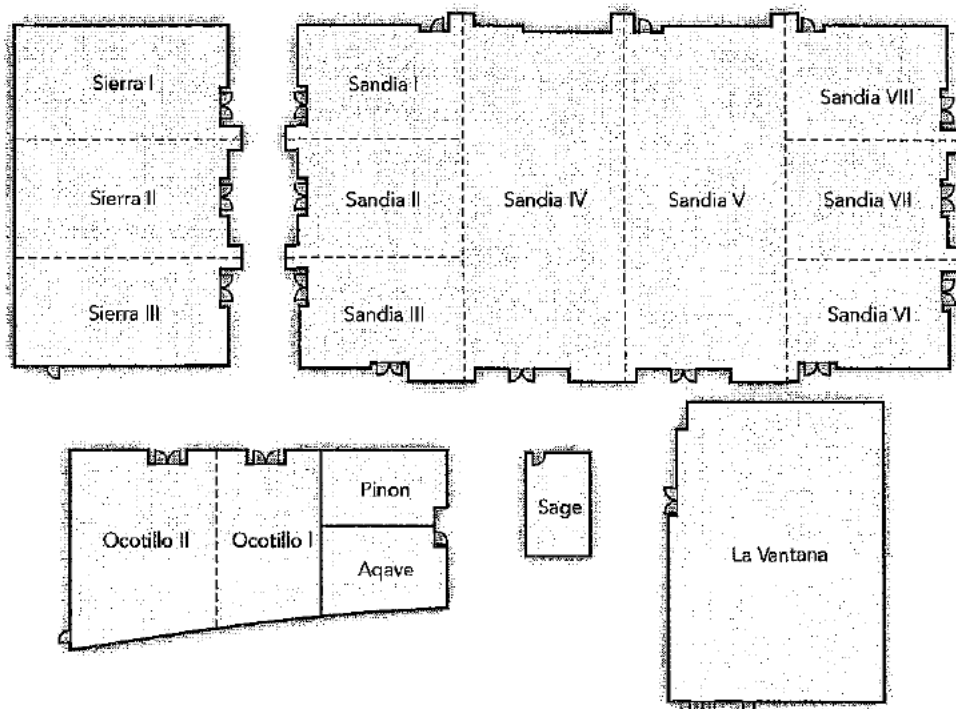
Guests of the Albuquerque Embassy Suites hotel stay in spacious two-room hotel suites, offering a range of in-suite comforts, such as two 32-inch HDTV's, a refrigerator, microwave oven, coffee maker, iron, ironing board, hair-dryer, two telephones with data ports and a well lit dining/work table. Guests also have the choice of a hotel suite with one king bed or two double beds, fitted with Embassy Essentials® Bedding Collection.

We also encourage all of our hotel guests to take advantage of our exquisite hotel-wide amenities and services, including: Spa Botanica, our full-service day spa, state-of-the-art Precor® 24/7 fitness center, complimentary 24/7 Embassy BusinessLink center, indoor swimming pool and whirlpool with sundeck, contemporary Southwest dining at its best at The Cyprus Grille & Lounge, complimentary cooked-to-order breakfast, complimentary nightly 2 hour reception and 30,000 sq. feet of flexible meeting space.

Total Guestrooms:	261	Parking Spaces:	500
Committable Sleeping Rooms:	225	Parking Fee:	\$0
Suites:	261	On-Site Restaurants:	2
Handicap Accessible Sleeping Rooms:	9	Restaurant Seating Capacity:	145
Smoking Rooms:	5	Private Dining Capacity:	40
Total Meeting Space (sq. ft.):	30,000	Bar:	yes
Largest Meeting Room (sq. ft.):	12,000	Swimming Pool:	yes
Maximum Meeting Capacity:	1,500	Spa:	yes
Maximum Banquet Capacity:	1,000	Workout Facility:	yes
Data Port Ready:	yes	Laundry/Valet Service:	yes
High Speed Internet/Wi-Fi in Guest Rooms:	yes	Business Center:	yes
Internet Fee (Guest Rooms):	\$9.95	Gift Shop:	yes
High Speed Internet/Wi-Fi in Meeting Rooms:	yes	Room Service Hours:	24 hours
On-Site A/V:	yes	Pet Friendly:	no
Airport Shuttle:	no	Miles to Abq. Support:	3.5
Fee for Airport Shuttle:	N/A	Miles to Abq. Convention Center:	1
Courtesy Shuttle Miles from Hotel:	N/A		

Building Facilities and Room Capacities

ROOM	SQ. FT.	DIMENSIONS	CEILING	THEATRE	CLASSROOM	BANQUET	CONFERENCE	RECEPTION
Sandia Ballroom	12008	152' x 79'	18'	1100	750	800	-	800
Sandia I, II, III	3002	79' x 38'	18'	350	180	200	-	200
Sandia I	988	26' x 38'	18'	100	60	60	-	60
Sandia II	988	26' x 38'	18'	100	60	60	-	60
Sandia III	988	26' x 38'	18'	100	60	60	-	60
Sandia IV	3002	79' x 38'	18'	350	180	200	-	200
Sandia V	3002	79' x 38'	18'	350	180	200	-	200
Sandia VI, VII, VIII	3002	79' x 38'	18'	350	180	200	-	200
Sandia VI	988	26' x 38'	18'	100	60	60	-	60
Sandia VII	988	26' x 38'	18'	100	60	60	-	60
Sandia VIII	988	26' x 38'	18'	100	60	60	-	60
Sierra Jr. Ballroom	3874	79' x 49'	14'	400	250	250	-	250
Sierra I	1274	26' x 49'	14'	120	80	80	-	80
Sierra II	1274	26' x 49'	14'	120	80	80	-	80
Sierra III	1274	26' x 49'	14'	120	80	80	-	80
Ocotillo II	1320	44' x 30'	12'	130	85	85	-	85
Ocotillo I	1092	39' x 28'	12'	110	65	70	-	70
Pinon	459	27' x 17'	12'	30	20	30	-	30
Aqave	513	27' x 19'	12'	40	25	30	-	30
Sage				- Fixed Seating for 12 -				
La Ventana	3312	48' x 69'	12'	380	200	200	-	200



EMBASSY SUITES®



Crowne Plaza Albuquerque
1901 University Boulevard, NE
Albuquerque, New Mexico 87102
505-884-2500
505-880-1196 Fax
Email: *bernie.herrera@cpabq.com*

April 7, 2015

Ms. Cameron Smith-McEllhiney
National Association for Civilian Oversight Law Enforcement
PO Box 1737
Indianapolis, IN 46206

Dear Ms. McEllhiney,

It certainly is a pleasure to learn of your interest in conducting your 2016 conference in Albuquerque! We invite your consideration of the **Crowne Plaza Albuquerque** to host your event.

Crowne Plaza Albuquerque constantly strives to make improvements to our total hospitality package; currently the most significant being our \$14 million renovation. In addition to complete high design reconstructions of our guest rooms, improvements such as New Xeriscaping, New High Efficiency toilets, Energy efficient HVACs and Solar Panels make our property "greener" than it ever has been! Come enjoy the extreme makeover of the **Crowne Plaza Albuquerque**!

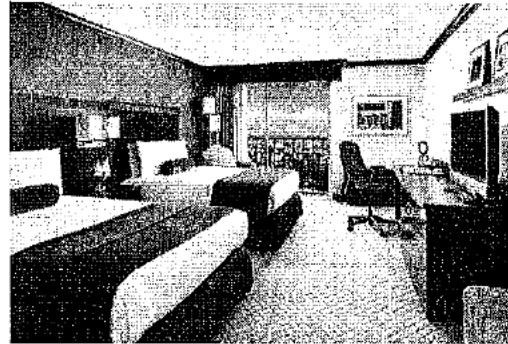
Our property offers 261 spacious guest rooms, including 2 suites, concierge level rooms, Concierge Lounge, poolside cabanas, and a 12-story tower with beautiful mountain or city views. **In-room amenities include complimentary high speed internet**, flat screen TV, two-line phones, personalized voice mail, iron and ironing board, coffee maker and hairdryers. Our conference facilities are centrally located in the hotel, with 26,000 square feet of flexible meeting space, including hi-tech boardrooms and ballrooms that seat up to 600 people in rounds and 1100 theater style.

The **Crowne Plaza Albuquerque** features 3 restaurants and 2 lounges, including the nationally acclaimed fine dining restaurant, The Rancher's Club of New Mexico, a AAA Four-Diamond restaurant. Happy Hour is served in La Cantina and the Rancher's Club lounge, Monday through Friday with live entertainment. The StoneStreet Grille features the finest in New Mexico cuisine, serving breakfast and lunch in a casual atmosphere.

GUEST ROOMS and RATES

Run of House	
Sat 09/10	10
Sun 09/11	125
Mon 09/12	130
Tue 09/13	130
Wed 09/14	120
Thu 09/15	10

Room	Single Rate	Double Rate
Run of House	\$103.00	\$103.00



The federal government per diem for 2016 will prevail.

The above rates are net, non-commissionable and are exclusive of the current 13% room tax.

MEETING SPACE

Date	Start Time	End Time	Function	Room	Setup	Agr
9/12/2016	8:00 AM	5:00 PM	General Session	NM Ballroom	Classroom Style	300
9/12/2016	8:00 AM	5:00 PM	Breakout	NM North ABEF	Classroom Style	150
9/12/2016	8:00 AM	5:00 PM	Breakout	NM South CDGH	Classroom Style	150
9/12/2016	8:00 AM	5:00 PM	Breakout	Colorado	Theater Style	50
9/12/2016	8:00 AM	5:00 PM	Breakout	Texas	Theater Style	50
9/12/2016	8:00 AM	5:00 PM	Breakout	Nevada	Theater Style	50
9/12/2016	8:00 AM	5:00 PM	Breakout	Arizona S	Theater Style	50
9/12/2016	8:00 AM	5:00 PM	Breakout	Arizona N	Theater Style	50
9/12/2016	8:00 AM	5:00 PM	Office	Garden Room	Office	
9/13/2016	8:00 AM	5:00 PM	General Session	NM Ballroom	Classroom Style	300
9/13/2016	8:00 AM	5:00 PM	Breakout	NM North ABEF	Classroom Style	150
9/13/2016	8:00 AM	5:00 PM	Breakout	Arizona N	Theater Style	50
9/13/2016	8:00 AM	5:00 PM	Breakout	Arizona S	Theater Style	50
9/13/2016	8:00 AM	5:00 PM	Office	Garden Room	Office	
9/13/2016	8:00 AM	5:00 PM	Breakout	NM South CDGH	Classroom Style	150
9/13/2016	8:00 AM	5:00 PM	Breakout	Colorado	Theater Style	50
9/13/2016	8:00 AM	5:00 PM	Breakout	Texas	Theater Style	50
9/13/2016	8:00 AM	5:00 PM	Breakout	Nevada	Theater Style	50
9/14/2016	8:00 AM	5:00 PM	Breakout	NM North ABEF	Classroom Style	150
9/14/2016	8:00 AM	5:00 PM	Breakout	NM South CDGH	Classroom Style	150
9/14/2016	8:00 AM	5:00 PM	Breakout	Colorado	Theater Style	50
9/14/2016	8:00 AM	5:00 PM	Breakout	Texas	Theater Style	50
9/14/2016	8:00 AM	5:00 PM	Breakout	Nevada	Theater Style	50
9/14/2016	8:00 AM	5:00 PM	Breakout	Arizona N	Theater Style	50
9/14/2016	8:00 AM	5:00 PM	Breakout	Arizona S	Theater Style	50
9/14/2016	8:00 AM	5:00 PM	Office	Garden	Office	
9/14/2016	8:00 AM	5:00 PM	General Session	NM Ballroom	Classroom Style	300
9/15/2016	8:00 AM	5:00 PM	General Session	NM Ballroom	Classroom Style	300
9/15/2016	8:00 AM	5:00 PM	Breakout	Colorado	Theater Style	50
9/15/2016	8:00 AM	5:00 PM	Breakout	Texas	Theater Style	50
9/15/2016	8:00 AM	5:00 PM	Breakout	Nevada	Theater Style	50
9/15/2016	8:00 AM	5:00 PM	Office	Garden Room	Office	

9/15/2016	8:00 AM	5:00 PM	Breakout	NM North ABEF	Classroom Style	150
9/15/2016	8:00 AM	5:00 PM	Breakout	NM South CDGH	Classroom Style	150
9/15/2016	8:00 AM	5:00 PM	Breakout	Arizona N	Theater Style	50
9/15/2016	8:00 AM	5:00 PM	Breakout	Arizona S	Theater Style	50
9/16/2016	8:00 AM	5:00 PM	Breakout	NM North ABEF	Classroom Style	150
9/16/2016	8:00 AM	5:00 PM	Breakout	NM South CDGH	Classroom Style	150
9/16/2016	8:00 AM	5:00 PM	Breakout	Colorado	Theater Style	50
9/16/2016	8:00 AM	5:00 PM	Breakout	Texas	Theater Style	50
9/16/2016	8:00 AM	5:00 PM	Breakout	Nevada	Theater Style	50
9/16/2016	8:00 AM	5:00 PM	Breakout	Arizona N	Theater Style	50
9/16/2016	8:00 AM	5:00 PM	Breakout	Arizona S	Theater Style	50
9/16/2016	8:00 AM	5:00 PM	Office	Garden	Office	
9/16/2016	8:00 AM	5:00 PM	General Session	NM Ballroom	Classroom Style	300

AM/PM breaks would take place in the foyer

Beautiful outdoor courtyard available for receptions and a luncheon

FOOD AND BEVERAGE MINIMUM

Based on the approximate number of guests given, a minimum of **\$10,000** in food & beverage must be spent at your function. This minimum is based on our current menu prices, and does not include service charge, taxes, labor fees, audio-visual, parking, cash or host bar, or any other miscellaneous charges incurred. Should your final count drop below the approximate number of guest listed above, we will be happy to advise you on additional alternatives in food and beverage which will bring you up to the agreed upon minimum figures for your function.

Banquet menu prices (per person) begin at: Breakfast \$14.95, Lunch \$16.95, Dinner \$25.95, Continental Breakfast and Breaks \$9.50 up to \$14.95. A service charge of 21% and state sales tax (currently 7%) is added to all pricing.

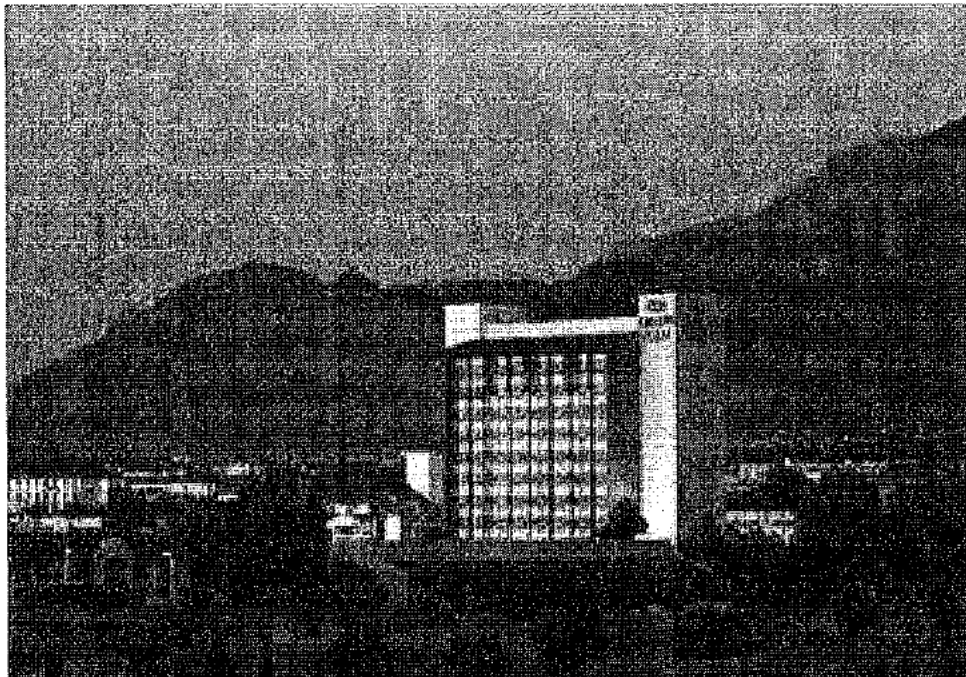
CONCESSIONS

- Double IHG Rewards Points for Event Planner
- Complimentary wireless internet in guestrooms
- Complimentary wireless and wired internet in meeting rooms
- Over 600 spaces of complimentary on-site parking
- Complimentary upgrades to Executive level
- Complimentary Presidential Suite and Parlor
- Five (5) complimentary welcome amenities for VIPs
- Rate honored three (3) days pre and post conference
- Complimentary use of Executive Viewing Lounge
- One (1) complimentary guest room per forty (40) occupied, on a cumulative basis
- Complimentary one-hour Welcome Reception with hosted beer, margaritas, and Hors d'oeuvres
- Complimentary A/V screens for breakouts and general session
- 20% off all other A/V rentals
- Flexibility to work with menu pricing to accommodate budget

Ms. McElhiney, thank you for your interest in the Crowne Plaza Albuquerque we would be honored to work with you! Please note that we are currently not holding space for the outlined program. Should you wish us to place you on a first option basis, please contact us immediately!

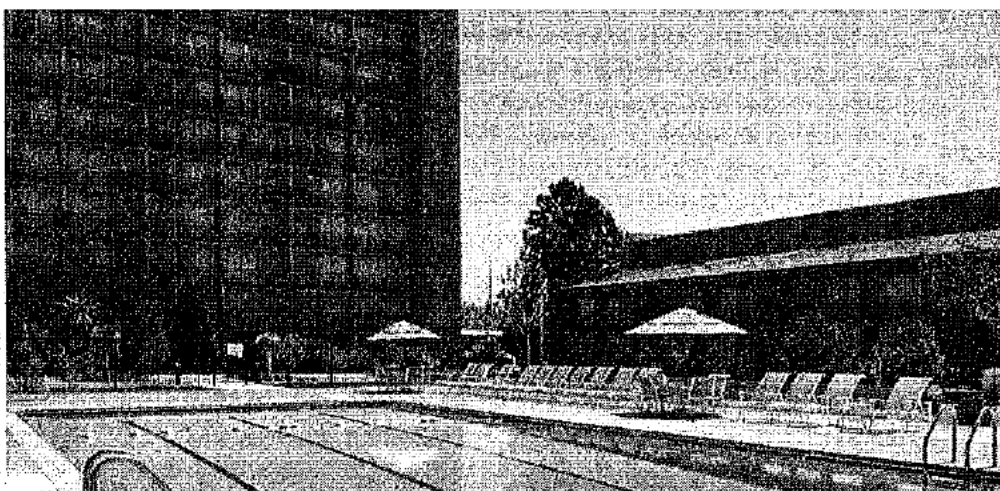
Sincerely,

Bernie Herrera
Sales Manager



CROWNE PLAZA ALBUQUERQUE
1901 University Boulevard NE
Albuquerque, NM 87102

phone 505.884.2500
toll free 866.384.4934
fax 505.889.9118
email corinna.yonemoto@cpabq.com
website www.cpabq.com



Crowne Plaza Albuquerque

Crowne Plaza Albuquerque constantly strives to make improvements to our total hospitality package; currently the most significant being our \$14 million renovation. In addition to the 261 newly remodeled rooms, improvements such as new xeriscaping, new low-flow toilets and energy efficient HVACs make our property "greener" than it ever has been! Come enjoy the extreme makeover!

The Crowne Plaza Albuquerque features three restaurants and two lounges, including the nationally acclaimed fine dining restaurant, the award-winning Rancher's Club of New Mexico.

The Crowne Plaza Albuquerque hotel is the perfect destination to experience the best of the heart of New Mexico. Recreational amenities include a beautiful courtyard pool, outdoor hot tub and a state-of-the-art fitness center.

The Crowne Plaza Albuquerque hotel is minutes from historic Old Town, Balloon Fiesta Park, Sandia Peak Aerial Tramway, championship golf courses, Indian gaming casinos and, of course, wonderful shopping opportunities and a dazzling array of dining and entertainment choices.

There aren't many places you can visit during the winter months where you can ski in the morning and play golf in the afternoon, but you can from the Crowne Plaza Albuquerque hotel!

Total Guestrooms:	261	Parking Spaces:	600
Committable Sleeping Rooms:	150	Parking Fee:	\$0
Suites:	2	On-Site Restaurants:	3
Handicap Accessible Sleeping Rooms:	10	Restaurant Seating Capacity:	322 (for all 3)
Smoking Rooms:	0	Private Dining Capacity:	20
Total Meeting Space (sq. ft.):	26,000	Bar:	yes (2)
Largest Meeting Room (sq. ft.):	7,790	Swimming Pool:	yes (2)
Maximum Meeting Capacity:	1,000	Spa:	no
Maximum Banquet Capacity:	650	Workout Facility:	yes (2)
Data Port Ready:	yes	Laundry/Valet Service:	yes
High Speed Internet/Wi-Fi in Guest Rooms:	yes	Business Center:	yes
Internet Fee (Guest Rooms):	\$0	Gift Shop:	yes
High Speed Internet/Wi-Fi in Meeting Rooms:	yes	Room Service Hours:	6am - 11pm
On-Site A/V:	yes	Pet Friendly:	yes
Airport Shuttle:	no	Miles to Abq. Sunport:	6
Fee for Airport Shuttle:	N/A	Miles to Abq. Convention Center:	2.5
Courtesy Shuttle Miles from Hotel:	N/A		

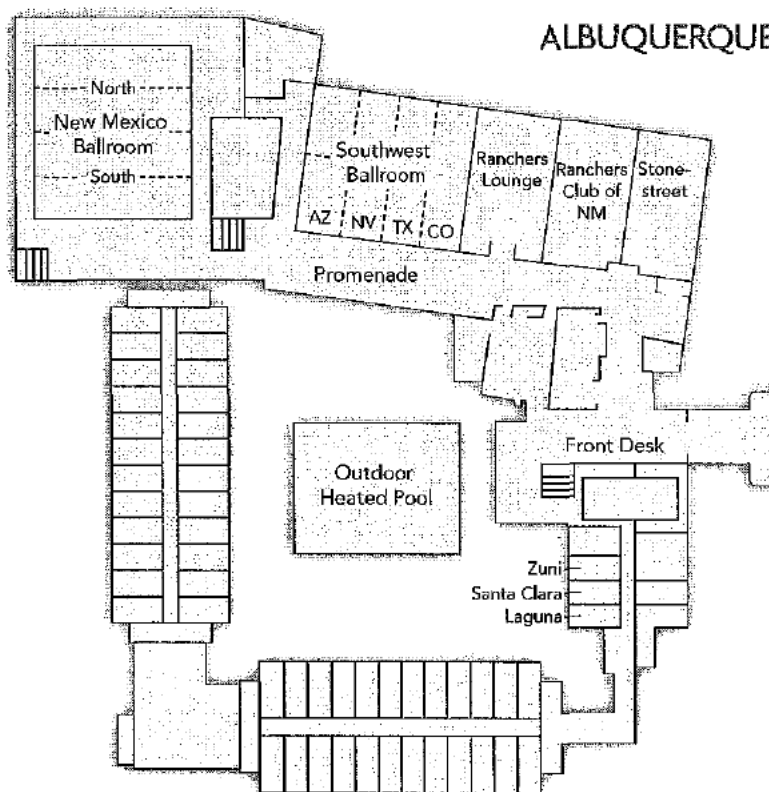
Building Facilities and Room Capacities

ROOM	SQ. FT.	DIMENSIONS	CEILING	THEATRE	CLASSROOM	BANQUET	CONFERENCE	RECEPTION
NM Ballroom	7790	95' x 82'	15'	900	440	650	N/A	1000
North & South	3895	47' x 82'	15'	500	240	300	N/A	600
North + A, B, E, F	3895	95' x 41'	15'	450	220	275	N/A	500
South + C, D, G, H	3895	95' x 41'	15'	450	220	275	N/A	500
North or South	1974	47' x 41'	15'	250	120	125	N/A	200
Parlors (A thru H)	480	24' x 20'	15'	50	20	30	20	75
SW Ballroom	4580	96' x 47'	15' 4"	400	230	300	N/A	600
CO, TX, NV, AZ	1128	24' x 47'	15' 4"	100	50	60	40	150
Arizona N or S	552	24' x 23'	15' 4"	50	25	30	20	60
Rio Grande Ballroom	3700	95' x 40'	12'	300	125	250	60	390
Boardrooms								
Zuni	299	13' x 23'	8'	N/A	N/A	N/A	14	N/A
Santa Clara	299	13' x 23'	8'	N/A	N/A	N/A	14	N/A
Laguna	299	13' x 23'	8'	N/A	N/A	N/A	14	N/A
Garden	1600	40' x 40'	14'	100	40	75	30	125



CROWNE PLAZA®

ALBUQUERQUE





**MARRIOTT
PYRAMID NORTH**
5151 San Francisco Road NE
Albuquerque, NM 87109

February 13, 2015

Ms. Cameron Smith-McElhiney
Post Office Box 1737
Indianapolis, IN 46206
Tel (317) 697-0695

RE: 2016 Annual Conference

Dear Ms. McElhiney:

We are excited about the opportunity to host your **National Association for Civilian Oversight of Law Enforcement Annual Conference** at the Marriott Pyramid North Hotel. Our staff looks forward to introducing you to a brand of hospitality, upon which we have built our reputation for excellence.

After reviewing all of your program requirements we are confident that we can exceed all of your expectations.

You and your guests will feel confident in knowing that the staff at the **Albuquerque Marriott Pyramid North** is committed to providing a flawless event for you. This commitment extends from our Guest Service Associates, who first greets your guests, to our **General Manager, Cynthia Stanley**.



Special Features of the Albuquerque Marriott Pyramid North:

* Indoor/Outdoor Pool	* Workout Facilities	* Complimentary Parking
* Close to shopping and attractions	* Restaurants and Lounge	* Gift Shop
* Business Center	* Valet dry cleaning services	

ROOM BLOCK:

Room Type	Sat 10/22/2016	Sun 10/23/2016	Mon 10/24/2016	Tue 10/25/2016	Wed 10/26/2016	Thu 10/27/2016
Run of House	10	125	130	130	120	10

We unfortunately don't have any dates available in September but I have offered an alternate date in October which is an absolutely beautiful month to have a convention in Albuquerque.

The Albuquerque Marriott Pyramid North is pleased to offer the prevailing government per diem plus the rebate:

Room	Single Rate	Double Rate
Run of House	\$103.00	\$103.00

These rates are net of taxes and are non-commissionable. Hotel room rates are subject to applicable state and local taxes (currently 13%) in effect at the time of check in.

CONCESSIONS:

- Room rates does include a \$20.00 rebate which is paid to the group at the conclusion of the event
- Room rate includes complimentary internet and complimentary internet in the meeting space
- 1 complimentary hospitality suite for the duration of the event
- 1 complimentary room for the NACOLE Director of Training and Education for up to 6 nights
- 1 complimentary room for every 40 rooms picked up
- 13 complimentary upgrades at the group to our king suites – will include welcome amenities as well
- Presenters can bring in their own audio visual equipment at no additional fee
- 10% discount on audio visual and banquet menus

Your space can be held as follows:

Date	Day	Start Time	End Time	Function Type	Set-Up Style	Function Space	Expected
10/24/2016	Mon	8:00 AM	5:00 PM	Breakout	Schoolroom	Cozumel	50
10/24/2016	Mon	8:00 AM	5:00 PM	Breakout	Schoolroom	Taos	50
10/24/2016	Mon	8:00 AM	5:00 PM	Breakout	Schoolroom	Las Cruces	50
10/24/2016	Mon	8:00 AM	5:00 PM	Breakout	Schoolroom	Santa Fe	50
10/24/2016	Mon	8:00 AM	5:00 PM	Breakout	Schoolroom	Tampico	50
10/24/2016	Mon	8:00 AM	5:00 PM	Breakout	Schoolroom	Tam/Coz/Cor	150
10/24/2016	Mon	8:00 AM	5:00 PM	Breakout	Schoolroom	Taos/LC/SF	150
10/24/2016	Mon	8:00 AM	5:00 PM	General Session	Rounds	Cancun/Yucatan	300
10/24/2016	Mon	7:00 AM	9:00 AM	Continental Breakfast			300
10/25/2016	Tue	8:00 AM	5:00 PM	Breakout	Schoolroom	Taos	50
10/25/2016	Tue	8:00 AM	5:00 PM	Breakout	Schoolroom	Las Cruces	50
10/25/2016	Tue	8:00 AM	5:00 PM	Breakout	Schoolroom	Santa Fe	50
10/25/2016	Tue	8:00 AM	5:00 PM	Breakout	Schoolroom	Tampico	50
10/25/2016	Tue	8:00 AM	5:00 PM	Breakout	Schoolroom	Cozumel	50
10/25/2016	Tue	8:00 AM	5:00 PM	Breakout	Schoolroom	Tam/Coz/Cor	150
10/25/2016	Tue	8:00 AM	5:00 PM	Breakout	Schoolroom	Taos/LC/SF	150
10/25/2016	Tue	8:00 AM	5:00 PM	General Session	Rounds	Cancun/Yucatan	300
10/25/2016	Tue	7:00 AM	9:00 AM	Continental Breakfast			300
10/26/2016	Wed	8:00 AM	5:00 PM	Breakout	Schoolroom	Taos	50

10/26/2016	Wed	8:00 AM	5:00 PM	Breakout	Schoolroom	Las Cruces	50
10/26/2016	Wed	8:00 AM	5:00 PM	Breakout	Schoolroom	Santa Fe	50
10/26/2016	Wed	8:00 AM	5:00 PM	Breakout	Schoolroom	Tampico	50
10/26/2016	Wed	8:00 AM	5:00 PM	Breakout	Schoolroom	Cozumel	50
10/26/2016	Wed	8:00 AM	5:00 PM	Breakout	Schoolroom	Tam/Coz/Cor	150
10/26/2016	Wed	8:00 AM	5:00 PM	Breakout	Schoolroom	Taos/LC/SF	150
10/26/2016	Wed	8:00 AM	5:00 PM	General Session	Rounds	Cancun/Yucatan	300
10/26/2016	Wed	7:00 AM	9:00 AM	Continental Breakfast			300
10/27/2016	Thu	8:00 AM	5:00 PM	Breakout	Schoolroom	Tam/Coz/Cor	150
10/27/2016	Thu	8:00 AM	5:00 PM	Breakout	Schoolroom	Taos/LC/SF	150
10/27/2016	Thu	8:00 AM	5:00 PM	General Session	Rounds	Cancun/Yucatan	300
10/27/2016	Thu	7:00 AM	9:00 AM	Continental Breakfast			300
10/27/2016	Thu	8:00 AM	5:00 PM	Breakout	Schoolroom	Taos	50
10/27/2016	Thu	8:00 AM	5:00 PM	Breakout	Schoolroom	Las Cruces	50
10/27/2016	Thu	8:00 AM	5:00 PM	Breakout	Schoolroom	Santa Fe	50
10/27/2016	Thu	8:00 AM	5:00 PM	Breakout	Schoolroom	Tampico	50
10/27/2016	Thu	8:00 AM	5:00 PM	Breakout	Schoolroom	Cozumel	50

MEETING SPACE FEES:

With 85% pick up from you requested room block and provided your group spends a minimum of \$20,000 in food we would be happy to waive your room rental fees.

Hotel Information:

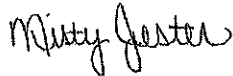
- The **Albuquerque Marriott Pyramid North** offers your group southwestern hospitality with all the amenities including Exclusive Marriott Revive® bedding voice mail, irons and full sized ironing boards, coffee makers, data ports, High speed internet access and Flat Screen TV's in all of our guest sleeping rooms!
- Our Aztec Pyramid design with a ten-story Atrium lobby and beautiful rock waterfall, offers an open air feeling with easy access to all guestrooms and meeting space. Our atrium, lounge and restaurant feature complimentary wireless internet access.
- The **Marriott Pyramid** has a total of 310 guestrooms with a variety of room types and suites including 2 unique specialty suites designed to make the group participant feel at home.
- All meeting rooms have HIGH SPEED INTERNET ACCESS!
- We have a 24-hour business center with complimentary high speed internet and a unique southwestern gift shop to accommodate your travelers.
- The **Marriott Pyramid** Convention Center allows us to house your entire program with 27,000 square feet of flexible meeting space featuring our 12,000 plus square foot Pyramid Ballroom.
- The **Marriott Pyramid's** Exclusive Concierge Lounge offers a complimentary continental breakfast and hors d'oeuvres and cocktails in the evening for the Marriott Rewards member or designated VIP's.
- Our North Albuquerque location is close to area attractions, dining, movie theatres, shopping, night life, casinos, and golf. We are also within walking distance to our new Rail Runner Light Rail shuttle www.nmrailrunner.com with direct access to Santa Fe!

All events are eligible for Marriott's Rewards points, redeemable for trips, flights and more!

Ms. McElhiney, thank you so much for considering the Marriott Pyramid North as a possible hotel to host your 2016 Annual Convention. The Marriott Pyramid North is in the perfect location for your event and I would be honored to work with you on this convention. I have been through our Citizen Police Academy with the Albuquerque Police Department twice so I do understand the important of your association.

I have been at this hotel for over 19 years and can say with certain that this is the best hotel in the city with regards to southwestern hospitality and the making of memorable conventions. I hope to have the opportunity to work with you and on this program so please do not hesitate to call me at 505-798-6443 or email misty.jester@jqh.com if you have any questions on the information outlined in this proposal.

Best,



Misty Jester
Sales Manager
Albuquerque Marriott Pyramid North
www.marriott.com/abqmc

**ALBUQUERQUE MARRIOTT
PYRAMID NORTH**
5151 San Francisco Rd. NE
Albuquerque, NM 87109

phone 505.821.3333
toll free 800.262.2043
fax 505.822.8115
email sally.casey@jqh.com
website www.marriott.com/abqmc



Unmistakable Santa Fe-style architecture makes the **Albuquerque Marriott Pyramid North** a distinctive hotel. The waterfall in the open atrium is a great place to unwind from the day's activities and is as inviting as the Marriott service and amenities we offer, making it the only choice for business and leisure travelers. We're located on I-25 in the Journal Center Business Complex and minutes from Historic Old Town, the Sandia Peak Tram and the ABQ airport. All guest rooms have a view of downtown or the beautiful Sandia Mountains and feature high-speed internet access, two-line phone with data port, voicemail, coffeemaker, hairdryer, and 32" LCD cable television with remote-control and pay-per-view movies. The hotel features 58 two-room suites and a concierge level with upgraded rooms and private lounge. Facilities include a restaurant and lobby lounge, business center, indoor/outdoor pool, 24-hour fitness room, gift shop and over 27,000 square feet of flexible meeting space. Inside this spectacular hotel, your meeting will take on dimensions of success. You will have exceptional cuisine and prompt, professional service throughout your stay so come discover the pyramid difference.

We'll take your next event to a higher level!



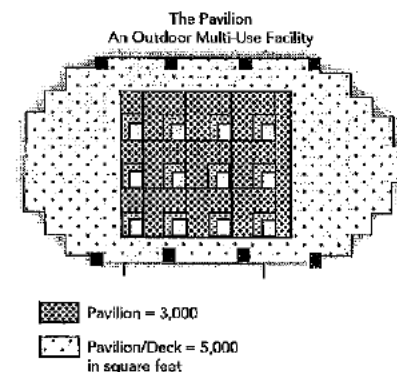
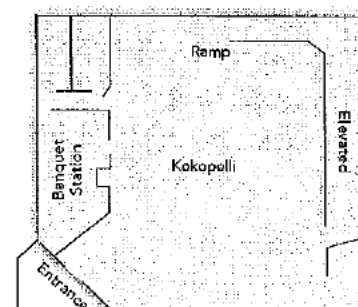
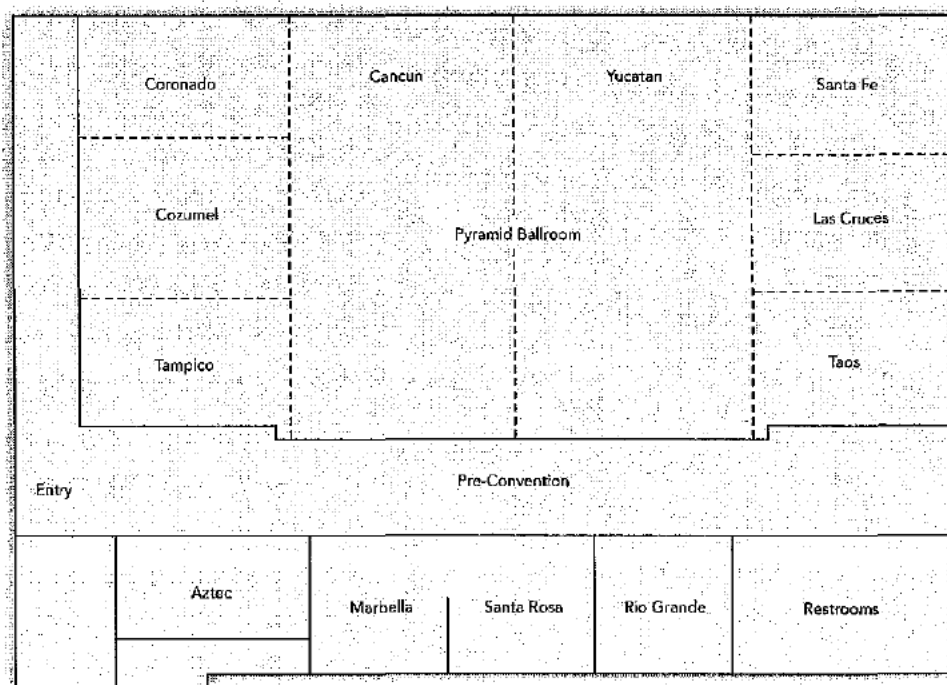
Albuquerque Marriott Pyramid North

Total Guestrooms:	310	Parking Spaces:	535
Committable Sleeping Rooms:	150-200	Parking Fee:	\$0
Suites:	58	On-Site Restaurants:	1
Handicap Accessible Sleeping Rooms:	5	Restaurant Seating Capacity:	130
Smoking Rooms:	0	Private Dining Capacity:	14
Total Meeting Space (sq. ft.):	27,000	Bar:	yes
Largest Meeting Room (sq. ft.):	12,012	Swimming Pool:	yes
Maximum Meeting Capacity:	1,200	Spa:	no
Maximum Banquet Capacity:	800	Workout Facility:	yes
Data Port Ready:	yes	Laundry/Valet Service:	yes
High Speed Internet/Wi-Fi in Guest Rooms:	yes	Business Center:	yes
Internet Fee (Guest Rooms):	BASIC \$9.95 PREMIUM \$13.95	Gift Shop:	yes
High Speed Internet/Wi-Fi in Meeting Rooms:	yes	Room Service Hours:	6:30am - 11pm
On-Site A/V:	yes	Pet Friendly:	no
Airport Shuttle:	no	Miles to Abq. Sunport:	10
Fee for Airport Shuttle:	N/A	Miles to Abq. Convention Center:	7.5
Courtesy Shuttle Miles from Hotel:	N/A		

Building Facilities and Room Capacities

ROOM	SQ. FT.	DIMENSIONS	CEILING	THEATRE	CLASSROOM	BANQUET	CONFERENCE	RECEPTION
Pyramid Ballroom	12012	77' x 156'	17/15'	1200	600	800	N/A	1800
Coronado	956	25.5' x 37.5'	15'	80	50	50	N/A	125
Cozumel	956	25.5' x 37.5'	15'	80	50	50	N/A	125
Tampico	956	25.5' x 37.5'	15'	80	50	50	N/A	125
Cancun	3118	40.5' x 77'	17'	350	180	240	N/A	430
Yucatan	3118	40.5' x 77'	17'	350	180	240	N/A	430
Santa Fe	956	25.5' x 37.5'	15'	80	50	50	N/A	125
Las Cruces	956	25.5' x 37.5'	15'	80	50	50	N/A	125
Taos	956	25.5' x 37.5'	15'	80	50	50	N/A	125
Marbella	480	20' x 24'	8'	40	25	30	N/A	50
Santa Rosa	480	20' x 24'	8'	40	25	30	N/A	50
Rio Grande	480	20' x 24'	8'	40	25	30	N/A	50
Aztec	512	32' x 16'	8'	N/A	N/A	16	16	16
Atrium	2200	41' x 54'	100'	N/A	N/A	225	N/A	300
Gallery	2325	40' x 70'	8' 5"	60	40	75	N/A	100
Pavilion	5000	150' x 80'	10'	350	175	400	N/A	500
PDR	180	10' x 18'	9'	N/A	N/A	N/A	14	20
Kokopelli	2520	40' x 63'	8'11"-11'	300	150	180	N/A	300

Marriott
ALBUQUERQUE
PYRAMID NORTH



jswilsonPOB@outlook.com

From: "Hammer, Robin" <rhammer@cabq.gov>
Date: Wednesday, April 08, 2015 4:57 PM
To: "Beth Mohr" <cabq.pob.mohr@gmail.com>; "David Ring" <dzt3@juno.com>; "Eric H. Cruz" <eric.huizar.cruz@gmail.com>; "Hammer, Robin" <rhammer@cabq.gov>; "Jeannette V. Baca" <jvbaca.pob@gmail.com>; "Joanne Fine" <joannefine413@gmail.com>; "Leonard Waites" <phamason.lw@gmail.com>; "Maira Amado-McCoy" <moiraamado@gmail.com>; "Scott S. Wilson" <jswilsonpob@outlook.com>
Attach: R-192 Suspending CPC OIS from POB.pdf; Outreach Subcommittee Minutes 3-30-15- DRAFT-.doc
Subject: Published City Council Resolution & Draft Outreach Subcommittee Minutes

POB Members:

Attached find:

- 1) Published version of City Council Resolution R-15-192. This relates to Agenda Item 7.
- 2) Draft Outreach Subcommittee Minutes from their March 30, 2015 meeting. This relates to Agenda Item 8(a).

Thanks,
Robin

Robin S. Hammer, Esq.

Acting Executive Director
Civilian Police Oversight Agency
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103
(505) 924-3770
Fax: (505) 924-3775
<http://www.cabq.gov/cpoa>

CITY of ALBUQUERQUE

TWENTY-FIRST COUNCIL

COUNCIL BILL NO. R-15-192 ENACTMENT NO. _____

SPONSORED BY: Brad Winter and Rey Garduño

1 RESOLUTION

2 DIRECTING THAT THE POLICE OVERSIGHT BOARD PRIORITIZE TRAINING
3 AND DEVELOPMENT OF CERTAIN RULES AND REGULATIONS AT ITS INITIAL
4 MEETINGS.

5 WHEREAS, The Albuquerque City Council adopted O-14-13 (Enactment No. O-
6 2014-019) on September 18, 2014, which abolished the Police Oversight
7 Commission and replaced it with the Police Oversight Board (the "POB"), which is a
8 component of the overall umbrella Civilian Police Oversight Agency (the "CPOA");
9 and

10 WHEREAS, the POB has been populated with members, has held one meeting,
11 and is continuing to build capacity, expertise, and staffing in order to best fulfill its
12 important mission; and

13 WHEREAS, Per the Police Oversight Ordinance and the DOJ Agreement, POB
14 members are required to undergo extensive, time consuming training that will
15 ultimately create greater capacity for board members; and

16 WHEREAS, POB members have already been working diligently to complete all
17 required training in order to be fully functional and to build expertise and capacity;
18 and

19 WHEREAS, in addition to the training requirements, the Police Oversight
20 Ordinance calls upon the POB to submit rules and regulations governing civilian
21 complaint procedures to the City Council for approval, including rules and
22 regulations relative to time limits, notice, and other measures to insure impartial
23 review of civilians' complaints; and

24 WHEREAS, in order to ensure that the POB has all of the resources and
25 background as may be necessary and useful in fulfilling its functions, it should
26 prioritize the completion of training and development of its internal rules and
27 regulations relating to Civilian Police Complaints.

1 BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE
2 CITY OF ALBUQUERQUE:

3 SECTION 1. INITIAL TRAINING TO BE PRIORITIZED; CERTAIN POLICIES
4 AND PROCEDURES TO BE ADOPTED BEFORE REVIEWING CIVILIAN POLICE
5 COMPLAINTS OR OFFICER INVOLVED SHOOTINGS. The POB shall make
6 completion of its training and development of its internal rules and regulations
7 relating to Civilian Police Complaints its first priority at its initial meetings; the POB
8 shall not review, consider or act upon Civilian Police Complaints or officer involved
9 shooting investigations until such time as:

10 a) A majority of its members have substantially completed all required training
11 as prescribed by the Police Oversight Ordinance and DOJ Agreement; and

12 b) The POB has submitted its rules and regulations relating to the processing
13 of Civilian Police Complaints; such rules and regulations shall at a minimum address
14 notice standards with respect to all affected parties or persons including the
15 complainant, APD IA, APD Command Staff and the Albuquerque Police Officer's
16 Association, and shall include provisions for reasonable and appropriate
17 coordination with the same.

18 SECTION 2. SEVERABILITY. If any section, paragraph, sentence, clause,
19 word or phrase of this resolution is for any reason held to be invalid or unenforceable
20 by any court of competent jurisdiction, such decision shall not affect the validity of
21 the remaining provisions of this ordinance. The Council hereby declares that it
22 would have passed this resolution and each section, paragraph, sentence, clause,
23 word or phrase thereof irrespective of any provision being declared unconstitutional
24 or otherwise invalid.

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POLICE OVERSIGHT BOARD OUTREACH SUBCOMMITTEE

Monday, March 30, 2015 – 9:30 a.m.

Plaza Del Sol Hearing Room, Basement Level, 600 2nd St. NW Albuquerque, New Mexico

Members Present

Dr. Jeanette Baca
Dr. David Z. Ring III
Leonard Waites

Others Present

Robin S. Hammer, CPOA
Paul Cash, , CPOA
Michelle Contreras, CPOA
Diane McDermott, CPOA
Anna Nelson, NM Forum for Youth
Adrian Carver, NM Forum for Youth

Minutes

- I. Welcome and Call to Order:** Dr. Jeanette Baca called the meeting to order at 9:30 a.m.
- II. Election of a Chair:** Dr. Ring moved to nominate Dr. Jeanette Baca as Chair of the Outreach Subcommittee. Passed.

For: 3 – Baca, Ring, Waites
- III. Public Comments:** None.
- IV. Presentation from New Mexico Youth Forum –Anna Nelson and Adrian Carver:** Ms. Nelson and Mr. Carver presented their proposal to the Committee to start a youth advisory council made up of young people 13-24 years of age under their Positive Youth Leadership and Justice (PYL/J) Initiative. They have requested a budget from \$21,000 to \$25,000 in order to provide financing for small projects and to award stipends or scholarships to young people involved in the initiative. Outreach Subcommittee members stated they would like to see statistics on the initiative to ensure the need for the Youth Advisory Board and to help make it a present and future successes.

Ms. Nelson also requested that when the POB reviews the training that the Albuquerque Police Department receives, that Ms. Nelson would like the Board to review APD's training regarding dealing with youth.

Dr. David Z. Ring III moved that the Ms. Nelson and Mr. Carver to present their request for a youth council to the Police Oversight Board's next meeting on April 9, 2015. Passed.

For: 3 – Baca, Ring, Waites

V. Discussion of Projects for Outreach Subcommittee and Outreach of Police Oversight Board as a whole:

A. Acting Executive Director Robin Hammer briefed the subcommittee on the history of the Settlement Agreement and how it will impact the Police Oversight Board and the Civilian Police Oversight Agency. The Settlement Agreement contained several paragraphs which apply to the POB and the CPOA. Ms. Hammer provided the subcommittee members the paragraphs that only to CPOA Outreach. Further training on the Settlement Agreement will be held at the next POB meeting.

B. Discussion of the Outreach Coordinator position. There will be \$80,890 will be budgeted and disbursed for the 2015-2016 fiscal year for the Outreach Coordinator position, which includes salary, medical benefits, printing jobs and overhead costs.

1) The hiring of the Outreach Coordinator, who will fall under the Civilian Police Oversight Agency. The Executive Director will select the person, but may request the assistance of the Personnel Board for input. The time period in which to hire the Outreach Coordinator is July 1st but the hiring process may begin once the CPOA's Budget is approved.

2) The subcommittee will draft goals and objectives for the Community Outreach Coordinator.

3) Acting Executive Director Robin Hammer will draft the job description for the Personnel Board Committee to review and will place this as an item to the agenda at a future POB meeting for the full POB's input in drafting the proposed description.

4) Civilian Police Oversight Agency Analyst Paul Cash informed the committee that he has researched job descriptions from other jurisdictions pertaining to the Outreach position. He says that he will review them with Ms. Hammer prior to her disseminating the descriptions to the Outreach Board Members before the next meeting.

5) The Outreach Coordinator will partner with the community and other outreach agencies including Albuquerque Police Department Outreach Coordinator, Celina Espinoza, in order not to duplicate the efforts of the Outreach Program.

C. Discussion of Neighborhood Associations:

1. The Outreach Coordinator will partner with Neighborhood Associations across the city and utilize the PowerPoint Presentation provided by the CPOA when engaging in community events;