



Richard J. Berry
Mayor

City of Albuquerque

Albuquerque Police Department



Gordon E. Eden, Jr.
Chief of Police

October 1, 2015

Interoffice Memorandum

To: Bill Slauson, Executive Director, Administrative Support Bureau, APD

From: Gabriel Cruz, Quality Assurance Auditor II, Audit Division, APD

Subject: Paragraph #149 – Settlement Agreement Compliance Review

Purpose: This memo is to provide a compliance report of the stated paragraph(s) of the City of Albuquerque's Police Department (APD) and the Department of Justice (DOJ) Settlement Agreement (SA) pursuant to SA objective #265.

Settlement Agreement Objective: Within two months of the Effective Date, APD shall ensure that all officers are briefed and presented the terms of the Agreement, together with the goals and implementation process of the Agreement.

Items Reviewed and/or Observed:

The following documents have been reviewed:

- APD's PowerDMS attendance report
- PowerPoint presentation slides of the agreement
- A listing of those excused from participation

We noted that the briefing of the Agreement took place during late 2014. As of September 2015, the SA presentation is still readily accessible using APD's PowerDMS system.

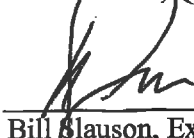
Conclusion: In agreement with the APD's Independent Monitor, we feel that APD adequately distributed the Agreement to all APD personnel including those designated as civilians and sworn, bringing APD in compliance with objective #149 of the SA.



Gabriel Cruz, Quality Assurance Auditor II

10/2/15

Date



Bill Slauson, Executive Director, Administrative Support Bureau

10-2-15

Date



Overview of the USDOJ Settlement Agreement

October 31, 2014

Note: This presentation provides a summary of the full agreement with the USDOJ; please refer to the agreement for details and additional information.

Keep an Open Mind

Winston Churchill: "If we open a quarrel between past and present, we shall find that we have lost the future."

Overview

The Beginning

- USDOJ announces investigation (Nov 2012)
 - Pattern or practice of use of excessive force
- Investigation
 - Use of force, APD policies and operations
 - Interviews and meetings (internal & External)
 - Review of documents
- USDOJ Findings Letter (April 10, 2014)
 - Reasonable cause
 - Systemic deficiencies of numerous operational and structural areas including hiring, training, policies, supervision, discipline, management, and oversight.

Overview

Recent Events

- Collaborative Effort
 - APD Executive staff negotiated each proposed item
 - Discrepancies were corrected
 - Clear goals were set so that there was no ambiguity about completeness
- USDOJ Releases Document to the Public
 - October 31, 2014

Overview

The Future - Implementation

- 344 separate paragraphs that require response
- Most with timelines attached
- Implementation teams will be formed
- Some APD has completed, are already doing, and will continue to do as part of the agreement
- Initial four-year period to complete

Overview

Briefings

- Within two months of the Effective Date, APD shall ensure that all officers are briefed and presented the terms, goals and implementation process of the Agreement.

Overview

The Agreement

- Paragraphs address:
 - Training
 - Policy/procedure
 - Data collection/analysis/reporting
 - Agency responsibilities
 - Staffing
 - Recruiting
 - Monitor roles/responsibilities

Training

Training

Use of Force

- APD shall provide all APD officers with 40 hours of Use of Force training within 12 months of the Effective Date
- 24 hours of Use of Force training on at least an annual basis thereafter, including applicable law and APD policy

Training

Firearms

- APD shall deliver firearms training that comports with the constitutional principles and APD policy to all officers within 12 months of the Effective Date and at least yearly thereafter.

Training

Firearms

- Officers shall be required to successfully qualify with each firearm that they are authorized to use or carry on-duty at least once each year.

Training

ECWs

- Officers shall receive annual ECW certifications, which should consist of physical competency; weapon retention; APD policy, including any policy changes; technology changes; and scenario- and judgment-based training.

Training

Mental / Behavioral Health

- APD agrees to continue providing state-mandated, basic behavioral health training to all cadets in the academy.
- APD also agrees to provide 40 hours of basic crisis intervention training for field officers to all academy graduates.
- APD also agrees to provide 40 hours of basic crisis intervention training for field officers to all academy graduates upon their completion of the field training program.

Training

Telecommunicators

- APD shall ensure that new telecommunicators receive 20 hours of behavioral health training.
- APD shall provide two hours of in-service training to all existing officers and telecommunicators on behavioral health-related topics biannually.

Training

CIT / CIU

- Within 18 months of the Effective Date, APD shall require crisis intervention certified responders and CIU to undergo at least eight hours of in-service crisis intervention training biannually.

Training

Sergeants

- Every sergeant shall receive 40 hours of mandatory supervisory, management, leadership, and command accountability training before assuming supervisory responsibilities.

Training

Supervisors

- All sworn supervisors shall receive a minimum of 32 hours of in-service management training.

Training

All Employees

- APD shall provide in-service training to all employees, including officers, supervisors, and commanders, regarding the updated Early Intervention System (EIS) protocols within six months of the system improvements.

Training

Tactical Staff Training

- APD shall ensure that specialized tactical units are sufficiently trained to complete the following basic operational functions: Command and Control; Containment; and Entry, Apprehension and Rescue.

Training

Community Policing

- Within 12 months of the Effective Date, APD agrees to provide 16 hours of initial structured training on community and problem-oriented policing methods and skills for all officers, including supervisors, commanders, and executives.

Policy / Procedures

Policy / Procedures

Use of Force Policy Changes

- APD shall develop and implement an overarching agency-wide use of force policy that complies with applicable law and comports with best practices. The use of force policy shall include all force techniques, technologies, and weapons, both lethal and less lethal, that are available to APD officers.

Policy / Procedures

On-Body Cameras

- APD shall require officers to activate on-body recording systems and record all Use of Force encounters.

Policy / Procedures

Investigative Units

- Within three months of the effective date, APD shall conduct an inspection of specialized investigative units to determine whether weapons and equipment assigned or accessible to specialized investigative units are consistent with the units' mission and training.

Policy / Procedures

ECWs

- ECWs shall not be used solely as a compliance technique or to overcome passive resistance.
- Officers may use ECWs only when such force is necessary to protect the officer, the subject, or another person from physical harm and after considering less intrusive means based on the threat or resistance encountered.

Policy / Procedures

ECWs

- Unless doing so would place any person at risk, officers shall issue a verbal warning to the subject that the ECW will be used prior to discharging an ECW on the subject. Where feasible, the officer will defer ECW application for a reasonable time to allow the subject to comply with the warning.

Policy / Procedures

ECWs

- Continuous cycling of ECWs is permitted only under exceptional circumstances where it is necessary to handcuff a subject under power.
- Officers shall consider that exposure to the ECW for longer than 15 seconds (whether due to multiple applications or continuous cycling) may increase the risk of death or serious injury.

Policy / Procedures

ECWs

- Officers shall not intentionally target a subject's head, neck, or genitalia, except where lethal force would be permitted, or where the officer has reasonable cause to believe there is an imminent risk of serious physical injury.

Policy / Procedures

Investigations of Uses of Force

- Serious uses of force shall be investigated by the Internal Affairs Bureau
- When a serious use of force or other incident is under criminal investigation by the Multi-Agency Task Force, APD's Internal Affairs Bureau will conduct the administrative investigation.

Policy / Procedures

Investigations of Uses of Force

- The supervisor of an officer using force shall respond to the scene of the use of force to initiate the force investigation and ensure that the use of force is classified according to APD's force classification procedures. For serious Uses of Force, the supervisor shall ensure that the Internal Affairs Bureau is immediately notified and dispatched to the scene of the incident.

Policy / Procedures

Investigations of Uses of Force

- Each supervisor shall complete and document a supervisory force investigation using a Use of Force Report within 72 hours of completing the on-scene investigation. Any extension of this 72-hour deadline must be authorized by a Commander.

Policy / Procedures

Tactical Responsibilities

- APD shall prohibit specialized investigative units from providing tactical responses to critical situations where a specialized tactical unit is required.

Policy / Procedures

Tactical Deployment Review

- All specialized tactical unit deployments shall be reviewed by the Force Review Board in order to analyze and critique specialized response protocols and identify any policy, training, equipment, or tactical concerns raised by the action.

Policy / Procedures

Force Review Board

- APD shall develop and implement a Force Review Board to review all uses of force.
- Comprised of at least the following members:
 - Assistant Chief of the Professional Accountability Bureau
 - Deputy Chief of the Special Services Bureau
 - Deputy Chief of the Investigations Bureau
 - Field Services Major
 - Training Director
 - Legal Advisor

Policy / Procedures

Force Review Board

- When the Commander finds that the supervisory force investigation is complete and the findings are supported by the evidence, the investigation file shall be forwarded to the Force Review Board.
- The Force Review Board shall review the supervisory force investigation to ensure that it is complete and that the findings are supported by the evidence.

Policy / Procedures

Promotional Disqualifier

- Within six months of the effective date, APD shall develop and implement procedures that govern the removal of officers from consideration from promotion for pending or final disciplinary action related to misconduct that has resulted or may result in a suspension greater than 24 hours.

Complaints

Complaints

Training

- Within six months of the effective date, APD shall train all personnel in handling civilian complaint intake.

Complaints

Forms - Process

- APD shall require all officers to carry complaint forms, containing basic complaint information, in their Department vehicles.
- Officers shall also provide the officer's name, officer's identification number; and, if applicable, badge number upon request.
- If an individual indicates that he or she would like to make a misconduct complaint or requests a complaint form for alleged misconduct, the officer shall immediately inform his or her supervisor who will respond to the scene to assist the individual.

Equipment

Equipment

Authorization

- Officers shall carry only those weapons that have been authorized by the Department.
- Modifications or additions to weapons shall only be performed by the Department's Armorer as approved by the Chief.

Equipment

On-Body Recording Systems

- Within six months of the effective date, APD agrees to revise and update its policies and procedures regarding on-body recording systems.

Equipment

On-Body Recording Systems

- APD shall ensure that on-body recording system videos are properly categorized and accessible. On-body recording system videos shall be classified according to the kind of incident or event captured in the footage.
- Officers who wear on-body recording systems shall be required to articulate on camera or in writing their reasoning if they fail to record an activity that is required by APD policy to be recorded.

Staffing / Organization

Staffing / Organization

Staffing Study

- APD shall ensure that a staffing assessment and resource study shall be completed within one year of the effective date.
- Within six months of the completion of the staffing assessment and resource study, the Parties shall assess its results and jointly develop a staffing plan to ensure that APD can meet its obligations under this Agreement.

Staffing / Organization

Sufficient Staffing

- The City shall ensure that APD has the staffing necessary to implement the terms of this Agreement.
- APD shall also deploy a sufficient number of first-line supervisors to respond to scenes of uses of force; investigate thoroughly; and provide supervision necessary for officers to improve and develop professionally.

Staffing / Organization

CIT Responders

- Within 18 months of the effective date, APD will ensure that there is sufficient coverage of crisis intervention certified responders to maximize the availability of specialized responses to incidents and calls for service involving individuals in mental health crisis; and warrant service, tactical deployments, and welfare checks involving individuals with known mental illness.

Staffing / Organization

Adequate CIT Staffing

- Within one year of the effective date, APD shall reassess the number of crisis intervention certified responders.

Staffing / Organization

Create Advisory Committee

- Within six months of the effective date, APD and the City shall establish a Mental Health Response Advisory Committee ("Advisory Committee") with subject matter expertise and experience that will assist in identifying and developing solutions.

Staffing / Organization

Employee Support

- APD agrees to develop and offer a range of mental health services, including: readily accessible confidential counseling services with both direct and indirect referrals; critical incident debriefings and crisis counseling; peer support; stress management training; and mental health evaluations.

Staffing / Organization

Performance Evaluation

- APD shall develop and implement fair and consistent practices to accurately evaluate the performance of all APD officers in areas related to constitutional policing, integrity, community policing, and critical police functions on both an ongoing and annual basis. APD shall develop objective criteria to assess whether officers meet performance goals.

Staffing / Organization

Repeat Offender Project

- The City has chosen to eliminate the Repeat Offender Project within three months of the effective date.

Community Policing / Outreach

Community Policing / Outreach

Civilian Police Oversight Agency (CPOA)

- 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.

Community Policing / Outreach

Civilian Police Oversight Agency (CPOA)

- CPOA will have a sufficient number of well-trained staff assigned and available to complete and review thorough and timely misconduct investigations in accordance with the requirements of this Agreement.

Community Policing / Outreach

Executive Director Duties

- 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.

Community Policing / Outreach

APD-Staffing, Deployment, and Familiarity

- APD shall realign its staffing allocations and deployment and review its recruitment and hiring goals to ensure they support community and problem-oriented policing.
- APD shall ensure that officers are familiar with the geographic areas they serve, including their issues, problems, and community leaders; engage in problem identification and solving activities with the community members around the community's priorities; and work proactively with other city departments to address quality-of-life issues.

Community Policing / Outreach

Community Policing Councils

- The City shall establish Community Policing Councils in each of the six Area Commands with volunteers from the community to facilitate regular communication and cooperation between APD and community leaders at the local level.

Community Policing / Outreach

Community Outreach and Public Information

- APD shall develop a Community Outreach and Public Information program in each Area Command.
- The Community Outreach and Public Information program shall require at least one semi-annual meeting in each Area Command that is open to the public.
- Inform the public about the requirements of this Agreement, update the public on APD's progress meeting these requirements, and address areas of community concern.

Community Policing / Outreach

Effectiveness

- Within six months of the Effective Date, APD agrees to develop and implement mechanisms to measure officer outreach to a broad cross-section of community members, with an emphasis on mental health, to establish extensive problem-solving partnerships and develop and implement cooperative strategies.

Monitor Duties / Responsibilities

Monitor Duties / Responsibilities

Appointment

- Within two months of the effective date, the City and DOJ shall together select a Monitoring Team.

Monitor Duties / Responsibilities

Term

- The Monitoring Team shall be appointed for a period of four years from the effective date and shall have its appointment extended automatically should the City not demonstrate full and effective compliance at the end of this four-year period.

Monitor Duties / Responsibilities

Duties

- The Monitor shall only have the duties, responsibilities, and authority conferred by this Agreement.
- The Monitor shall not, and is not intended to, replace or assume the role and duties of APD, including the Chief or any other City official.
- The Monitor shall be subject to the supervision and orders of the Court, consistent with this Agreement and applicable law.

Monitor Duties / Responsibilities

Compliance

- The Monitor shall conduct compliance reviews or audits as necessary to determine whether the City has implemented and continues to comply with the material requirements of this Agreement.

Monitor Duties / Responsibilities

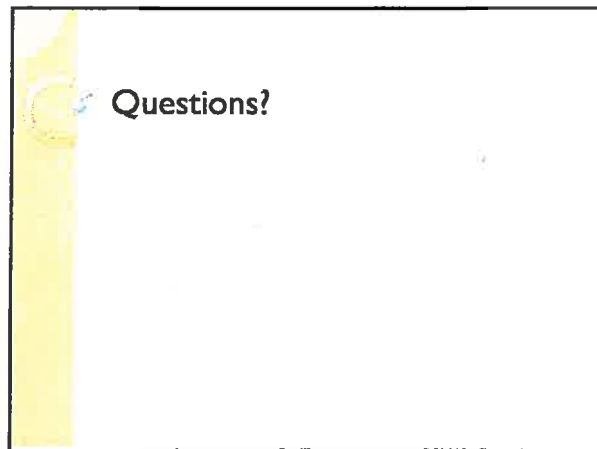
Access

- Monitor may conduct on-site visits and assessments without prior notice to the City.
- The Monitor shall have access to all necessary individuals, facilities, and documents, which shall include access to Agreement-related trainings, meetings, and reviews such as critical incident review and disciplinary hearings.

Monitor Duties / Responsibilities

Extensions

- If after six years from the effective date the Parties disagree whether the City has been in full and effective compliance for two years, either Party may seek to terminate this Agreement.
- In the case of termination sought by the City, the City agrees to notify DOJ in writing when the City has determined that it is in full and effective compliance with this Agreement and that such compliance has been maintained for no less than two years.



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resigned
Transfer effective 10/1/14 to City IT
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active until 5/31/14.

retired
Active - FMLA from 9/22/14 - 10/27/
then in LWOP time (DFM).
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Active, was on LD 01/20/14

military
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retired
military
10/13/14 - 11/3/14
resigned
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Respect

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SGT	X	
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PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	
PTLM2\C	X	
PTLM2\C	X	
PTLM1\C	X	
PTLM1\C	X	
SGT	X	
PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	
SGT	X	
PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	
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PTLM1\C	X	
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PTLM1\C	X	
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PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	
A/CHIEF	X	
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PTLM1\C	X	
PTLM2\C	X	
SGT	X	
PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	

PTLM1\C	X	X
SGT	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
SGT	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
SGT	X	X
LT	X	X
PTLM1\C	X	X
SGT	X	X
PTLM1\C	X	X
PTLM2\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM2\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
SGT	X	X
PTLM1\C	X	X
PTLM2\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM2\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
LT	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
SGT	X	X
PTLM1\C	X	X
SGT	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM2\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X

[illegible]

PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
SGT	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
SGT	X	X
PTLM2\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM2\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM2\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
SGT	X	X
LT	X	X
LT	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
COMM	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
SGT	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
LT	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
COMM	X	X
PTLM1\C	X	X
PTLM1\C	X	X
SGT	X	X
LT	X	X
PTLM1\C	X	X
PTLM1\C	X	X
MAJOR	X	X
PTLM1\C	X	X

PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM2\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM2\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM2\C	X	X
PTLM1\C	X	X
SGT	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
SGT	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM2\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
SGT	X	X
PTLM1\C	X	X
SGT	X	X
PTLM1\C	X	X
PTLM1\C	X	X
SGT	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
COMM	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
LT	X	X
PTLM1\C	X	X

[illegible]

PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
DCOP	X	X
PTLM1\C	X	X
COMM	X	X
PTLM1\C	X	X
LT	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
SGT	X	X
PTLM1\C	X	X
PTLM1\C	X	X
LT	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
SGT	X	X
SGT	X	X
PTLM1\C	X	X
LT	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
SGT	X	X
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PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
SGT	X	X
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PTLM1\C	X	X
PTLM1\C	X	X
PTLM2\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
SGT	X	X
LT	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X
PTLM1\C	X	X

PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	
SGT	X	
SGT	X	
PTLM1\C	X	
PTLM1\C	X	
SGT	X	
PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	
PTLM2\C	X	
PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	
SGT	X	
PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	
PTLM2\C	X	
PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	
LT	X	
PTLM1\C	X	
PTLM1\C	X	
PTLM2\C	X	
PTLM1\C	X	
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PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	
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PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	
SGT	X	
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PTLM1\C	X	
PTLM2\C	X	
PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	
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LT	X	
PTLM1\C	X	
LT	X	
PTLM1\C	X	
PTLM1\C	X	
PTLM1\C	X	
LT	X	
SGT	X	
PTLM1\C	X	

[illegible]

[illegible]