

EXHIBIT A
EXTERNAL FORCE INVESTIGATION TEAM
SCOPE OF SERVICES

DEFINITIONS

1. For the purposes of this Agreement:
 - a. “Administrator” means the individual or entity responsible for managing and overseeing the External Force Investigation Team (EFIT), including but not limited to selecting staff, hiring and firing EFIT personnel, day-to-day management of EFIT personnel and responsibilities, coordinating with the City, and making decisions with regards to use of force and misconduct investigation recommendations.
 - b. “CASA” means the *Court-Approved Settlement Agreement in United States v. City of Albuquerque*, 14-cv-1025, Doc. 465-1, or as subsequently amended by the United States and the City and approved by the Court [Attachment A].
 - c. The “City” means the City of Albuquerque and includes the Albuquerque Police Department (APD).
 - d. “IA force personnel” includes IA force investigators and supervisors, other than IA Commanding Officers.
 - e. Level 2 and Level 3 uses of force are defined in the CASA as well as in APD policy.
 - f. “Investigations of Level 2 and Level 3 uses of force” include both investigations and the review of investigations by supervisors.
 - g. “Independent Monitor” includes the Independent Monitor and members of the Independent Monitoring Team.
 - h. “Stipulated Order” means the *Stipulated Order Establishing an External Force Investigation Team* entered on February 26, 2021, in the case of *United States v. City of Albuquerque*, 14-cv-1025, Doc. 720. [Attachment B].
2. The Contractor identified in the Agreement will serve as the Administrator of the EFIT. The EFIT shall guide and direct IA force personnel and, when necessary, conduct investigations of Level 2 and Level 3 uses of force; provide written assessments of IA investigations carried out by IA force personnel; and provide written feedback on IA force personnel’s work product. *See* Doc. 465-1 ¶ 48 (defining Level 2 and Level 3 uses of force).
3. The Administrator’s Qualifications.
 - a. The Administrator shall have the following qualifications:
 - i. experience and expertise in investigating law enforcement misconduct;
 - ii. expertise in constitutional standards for police officers’ use of force.
 - b. Experience in law enforcement reform litigation is highly desirable and will receive preference.

4. The EFIT Administrator shall hire and retain the staff necessary to fulfill the requirements of this Agreement and the Stipulated Order filed in *United States v. City of Albuquerque*, 14-CV-1025, Doc. 720.
 - a. EFIT Supervisors and Investigators shall have a minimum of five (5) years' experience and expertise in investigating law enforcement misconduct and the constitutional standards for police officer's use of force.
 - b. The Administrator shall employ a sufficient number of investigators and supervisors to meet the requirements of the Stipulated Order. The number of staff will vary through the course of the contract. The Administrator shall ensure that a sufficient number of investigators are physically present in Albuquerque to respond to the scene of Level 2 and Level 3 uses of force as required by the Stipulated Order.
 - c. Neither the EFIT Administrator, Supervisors, nor Investigators shall have any current or previous employment relationship or contract for services with the City.
5. EFIT personnel shall cooperate with and participate in all meetings, trainings, orientations, technical assistance, informal assessments, and legal proceedings requested by the City, the Department of Justice (DOJ), and the Independent Monitor. EFIT shall also comply with all records requests, subpoenas, and other requests by or through the City, DOJ or Independent Monitor.

MONITORING

6. The Independent Monitor shall evaluate use of force and misconduct investigations consistent with its current methodology,¹ and the EFIT shall ensure that its work complies with the standards set forth in the CASA as measured by the Independent Monitor, City and APD Policy, and with the investigatory deadlines established by the CASA, APD policy, and the current Collective Bargaining Agreement between the City and the Albuquerque Police Officers' Association (CBA) (Attachment C) and any subsequent Collective Bargaining Agreements.

INVESTIGATIVE PROTOCOL

7. The EFIT Administrator shall assist the City in establishing protocols for how APD IA and EFIT will coordinate on investigations of Level 2 and Level 3 uses of force. The protocols will be submitted to DOJ and the Independent Monitor for review and comment pursuant to Paragraphs 147 and 148 of the CASA. At a minimum, the protocols will include:
 - a. procedures for coordinating the work of IA force personnel and EFIT personnel;
 - b. guidance on how APD IA will transmit investigative files to EFIT;
 - c. provisions stating that EFIT shall not assist APD IA with investigations of Level 2 and Level 3 uses of force for which the investigatory deadlines established by the CASA, APD policy, and the Collective Bargaining Agreement between the City

¹ The Independent Monitor's reports and Methodology can be found at:
<http://www.cabq.gov/police/documents-related-to-apds-settlement-agreement>.

and the Albuquerque Police Officers' Association (CBA) have expired at the time that EFIT begins providing services; and

- d. Other terms and protocols as determined necessary by the City and approved by DOJ and the Independent Monitor.
8. The EFIT will comply with relevant paragraphs of the CASA and other investigative processes established pursuant to the Stipulated Order.

REMEDIAL ACTION PLAN

9. The EFIT shall participate with the City in preparing a remedial action plan, which shall be drafted within five (5) months of the start date of the EFIT contract.
10. The EFIT will assist the City in identifying concrete actions that the City and the EFIT will take to improve the quality and timeliness of investigations of Level 2 and Level 3 uses of force conducted by APD IA.
11. The EFIT shall assist in any revisions to the remedial action plan requested by the City based on the feedback of the Monitor and DOJ.

INVESTIGATIONS

12. From the date the EFIT Administrator begins services and subject to EFIT staffing levels, EFIT will deploy investigators with APD IA force investigators to the scene for every Level 2 and Level 3 use of force, unless APD deploys an APD IA force investigator who has satisfied the requirements of Paragraph 35 of the Stipulated Order.
13. APD IA force investigators shall act as the lead on-scene investigators, and EFIT staff shall guide and direct APD IA force investigators, for all Level 2 and Level 3 uses of force, and APD IA force investigators shall be primarily responsible for conducting the on-scene requirements of CASA Paragraphs 69(a), (b), (c), (d), and (e) (Doc. 465-1 at 27). *See also* Paragraph 18 of the Stipulated Order.
14. EFIT will acknowledge receiving all documents from APD pertaining to on-scene investigations.
15. EFIT investigators shall jointly conduct investigations of all Level 2 and Level 3 uses of force, except as set forth below. In jointly conducting investigations, EFIT investigators shall advise, guide, direct, mentor, and conduct a written assessment of APD IA personnel's performance. All investigations shall be conducted within sixty (60) days and in a manner consistent with the requirements of the CASA, APD policy (available at <http://www.cabq.gov/police/standard-operating-procedures/standard-operating-procedures-manual>) and the CBA.
 - a. The written assessment shall be in a format and address criteria agreed upon by the City, the Independent Monitor and DOJ.

16. EFIT, whether conducting investigations jointly with APD or independently, shall identify all potential misconduct and violations of policy that occurred in the course of each use of force incident. EFIT shall notify APD within 24 hours of any potential misconduct or policy violation, and APD shall ensure the alleged violation is screened, assigned an internal affairs number, and tracked by APD IA. EFIT personnel shall (either jointly with APD IA force investigators or independently) complete the investigation of all misconduct related to the use of force, as assigned by APD.
 - a. The City and EFIT will agree to a process for EFIT to report misconduct or policy violations.

17. EFIT personnel shall ensure that an investigative report is completed for each use of force or misconduct investigation, whether the investigation was conducted jointly with APD or independently by EFIT.
 - a. The investigative report shall meet all requirements of the CASA; the investigative protocol; APD policy; and the CBA.
 - b. The investigative report shall reflect whether the use of force complied with APD policy as well as state and federal law.
 - c. The investigative report shall include recommendations regarding the appropriate corrective and/or disciplinary action, consistent with the CASA and APD policy.

18. At any point during a joint investigation, should EFIT personnel either determine that IA force personnel have committed misconduct in the course of an investigation, and that the continued participation by APD IA personnel is likely to undermine the integrity of an investigation, or determine that deficiencies in the tactics or work product of the APD IA force investigators is likely to prevent the investigation from being completed within the deadlines set forth in the CASA, APD policy, and the CBA, the EFIT Administrator shall:
 - a. Direct EFIT personnel to complete the investigation without the participation of APD IA personnel;
 - b. Provide written notice to DOJ, the City, and the Independent Monitor.
 - i. The written notice shall include a detailed explanation of the factual basis for the determination made by EFIT personnel; and
 - c. If DOJ or the City object to the investigation being completed without the involvement of APD IA personnel, meet with DOJ or the City, for the purpose of resolving the disagreement. If an agreed resolution cannot be reached, DOJ or the City may bring the matter before the Court for resolution. EFIT and all of its personnel shall cooperate with any legal proceeding brought pursuant to this paragraph.

19. EFIT shall coordinate with APD and its legal counsel, as requested, to gain access to APD personnel, facilities, and documents in a reasonable manner.

REPORTS AND ASSESSMENTS

20. The EFIT shall ensure the following reports are provided to the City:
- a. Written assessment of APD IA personnel's performance during IA investigations within one week of assuming sole investigative responsibility for an investigation or at the conclusion of each case;
 - b. Monthly summaries of written assessments of APD IA personnel's performance and work product, deidentified and in a format agreeable to the City for publication to the Court and the public in APD's quarterly reports;
 - c. A quarterly summary of the progress toward implementation of the written IA investigative process; and
 - d. Weekly summaries of:
 - i. The case number of each investigation assumed by EFIT;
 - ii. A summary of the allegations for each investigation assumed by the EFIT;
 - iii. The status of investigations assumed by EFIT;
 - iv. The deadline for each investigation assumed by EFIT;
 - v. The recommendation for each investigation assumed by the EFIT;
 - vi. Whether any investigation is not completed within the deadline set forth in this order, a description of why, and a recommendation regarding avoiding any future missed deadline; and
 - vii. The total number of cases being investigated independently by the EFIT.
21. The EFIT Administrator shall assist the APD IA Commanding Officers in preparing quarterly written evaluations of APD IA personnel.
- e. The evaluations shall be confidential consistent with the City's Personnel Rules and Regulations, APD Policy, and state law. As requested by APD, EFIT shall either assist in preparing or reviewing:
 - i. a summary of written assessments by EFIT of the quality of the IA force investigator's investigations;
 - ii. a summary of IA force supervisors' performance;
 - iii. a summary of written feedback by EFIT on the IA force investigator's or supervisor's work product;
 - iv. a description of any misconduct allegations that the IA force investigator or supervisor committed related to their investigations during the previous quarter, including how the allegation was ultimately resolved;
 - v. the number of the IA force investigator or supervisor's investigations from the previous quarter in which the IA force investigator or supervisor failed to satisfy CASA requirements for investigations, compared to the number of investigations that the IA force investigator or supervisor conducted during the previous quarter;
 - vi. an evaluation of the IA force investigator or supervisor's overall performance; and
 - vii. any actions that will be taken during the following quarter to improve the IA force investigator's or supervisor's performance.

COOPERATION WITH THE CITY

22. The parties to this Agreement intend to return responsibility for all investigations to APD as expeditiously as possible while meeting the requirements of the CASA and the Stipulated Order.
23. The Administrator shall ensure that its staff guide, mentor, and conduct on-the-job training for APD IA force investigators and supervisors to ensure they have the skills and knowledge necessary to complete thorough, objective, timely, and high-quality force and misconduct investigations.
24. Pursuant to the requirements of the Stipulated Order, APD shall notify the Administrator that it intends to return responsibility for investigations to an IA force investigator or supervisor. The EFIT Administrator shall determine whether it agrees based on its assessments of the investigator or supervisor's work product based on the criteria set forth in this Agreement. The EFIT Administrator shall promptly notify the City, APD, DOJ, and the Independent Monitor in writing if the EFIT Administrator determines that the IA force investigator or supervisor does not meet the qualifications identified in Paragraph 35 of the Stipulated Order (Doc. 720 at 14). The City, APD, DOJ, the Independent Monitor, and the EFIT Administrator shall confer about any disagreements between APD and the EFIT Administrator regarding the qualifications of any IA force investigator or supervisor to take responsibility for conducting full investigations of Level 2 and Level 3 uses of force.
25. The EFIT Administrator and EFIT personnel shall appear as requested or subpoenaed in legal proceedings, including the CASA or legal proceedings arising out of their investigations. Legal proceedings include depositions and testimony. The Administrator shall require its personnel to agree to appear for legal proceedings, and this requirement will continue until all legal proceedings arising from EFIT's services conclude. EFIT shall compensate its personnel for appearance at legal proceedings. If the personnel are no longer employed by the investigator, they shall only be entitled to customary witness fees.