

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Public Safety Psychology Group, LLC., hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

1) Provide training classes for Basic (CIT-FO) Certification Classes, these classes address basic verbal de-escalation skills; all sworn officers will be required to attend these classes. (see attached) Exhibit "A".

B. Performance Measures.

Contractor shall substantially perform the following Performance Measures:

1) Provide training to all sworn City of Santa Fe Police Officers within the FY18/19.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of five thousand two hundred forty dollars and sixty-three cents (\$5,240.63) per class, such compensation not to exceed thirty-nine thousand dollars (\$39,000.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling two thousand nine hundred twenty-five dollars (\$2,925.00) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$41,925.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2019 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. ***THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.***

B **Termination Management.** Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this

Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

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

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony

penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of

any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Chief of Police Andrew Padilla, 2515 Camino Entrada Santa Fe, NM 87507,
aapadilla@santafenm.gov

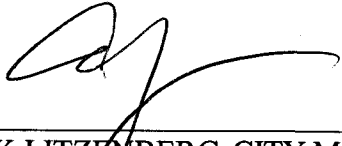
To the Contractor: Troy Rodgers Psy.D. 8341 Washington St. NE Alb., NM 87199,
t.rodgers@pspg-nm.com

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

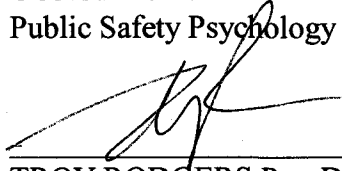
CITY OF SANTA FE:


ERIK LITZENBERG, CITY MANAGER

DATE: 9/17/10

CONTRACTOR:

Public Safety Psychology Group, LLC


TROY RODGERS Psy. D.

DATE: 9/28/10

CRS#03295542001

Registration #18-134627

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

 7/30
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

 9/16
MARY MCCOY, FINANCE DIRECTOR

22210.560700

Business Unit Line Item

Basic CIT-FO Certification Class

Class Overview

The Basic Crisis Intervention Class (CIT-FO) is designed to be an interactive five day, 40-hour class, which addresses basic verbal de-escalation skills. It is designed for sworn law enforcement officers. During the course of the week-long class participants will gain knowledge regarding crises and how people respond or behave in crisis. The concept of mental illness and its effect on the verbal interaction will be addressed as well.

Participants are expected to actively engage in over ten hours of live scenario situations. One of our goals is to teach officers about crises and mental illness in order to improve their ability and confidence to predict and respond to abnormal behaviors. We believe that if you can predict or anticipate behavior with some degree of accuracy you can become a safer officer.

Through the class activities participants will gain an overall understanding that CIT is designed to be an added tool for the Law Enforcement Officer's tool belt. It is not designed to be a replacement for current skills or other tools. During the week we will identify key issues and history that have prompted law enforcement agencies to pursue more innovative approaches (such as officer safety, decrease in chronic callers, etc.) to crisis management such as CIT.

The class instructors will be current law enforcement officers, police psychologists, mental health providers, and retired law enforcement officers with extensive expertise and experience in verbal de-escalation and crisis management.

*This Class is a NMDPS NMLEA Accredited Class.
It also meets & exceeds the mandatory requirements for
HB-93 officer 2014-2016 biennium training.*

Upcoming 2015 Class Dates

- (1) January 29-February 2nd 2018
- (2) March 26th-30th 2018
- (3) June 4th-8th 2018
- (4) July 23rd-27th 2018
- (5) September 3rd-7th 2018
- (6) December 3rd-7th 2018

Class Time

8am-5pm each day

Cost

\$450 per person

Group discounts available

Class Location

8341 Washington St. NE.
Albuquerque, NM 87199
(One Block South of Alameda and
one block west of Jefferson)

Close Lodging Options

Holiday Inn Express and Suites

505-797-2291

Courtyard by Marriott

505-823-1919

Albuquerque Marriott Pyramid

505-821-3333

Drury Inn and Suites

505-341-3600

PUBLIC SAFETY PSYCHOLOGY GROUP, LLC

8341 WASHINGTON ST. NE. ALBUQUERQUE, NM 87113

PO BOX 92002, ALBUQUERQUE, NM 87199

PHONE: (505) 888-5499

FAX: (505) 888-5498

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Course Topics and Exercises

- Introduction to the CIT Approach
- The History of CIT
- The Reduction of Civil Liability Through CIT Training
- Increased Public Support Through a CIT Approach
- Abnormal and Deviant Behavior
- Destigmatizing Mental Illness
- Communicating with People in Crisis
- Mood Disorders, Suicide, and Suicide-By-Cop
- Anxiety Disorders and PTSD
- Psychotic Disorders
- Basic Active Listening Skills
- Personality Disorders
- Legal Updates and the NM Mental Health Code (43-1-10)
- Autism, Dementia, Alzheimer's, Developmental Disability, and TBI
- Psychotropic Medications
- Identifying Community Resources
- Working with Consumers
- Working with the Homeless Population
- Practical CIT Strategy and Basic Threat Assessment
- Applied CIT Communication Skills
- How Drugs and Alcohol Affect People in Crisis
- Officer Assault trends and CIT Officer Safety
- CIT Officer Expectations
- Setting up and Maintaining a CIT Program
- And Over 10 Hours of Live Scenario Experience

The Course Director is Dr. Troy Rodgers

Dr. Rodgers is a police psychologist based in Albuquerque, New Mexico. He has a master's degree and a doctorate in clinical forensic psychology. He has worked with law enforcement officers for over 15 years. At the present time, Dr. Rodgers works as a consultant to over 100 local, state, and federal law enforcement and corrections agencies.

Dr. Rodgers is a highly sought after trainer in the field of psychology and criminal justice. He is routinely utilized as an expert by multiple regional media outlets. Dr. Rodgers is also certified as a Professional Lecturer and Master Instructor by the New Mexico Department of Public Safety Training Academy.

Class Registration

To register, please fill out this registration form for all attendees and either fax (505-888-5498), mail (PO Box 92002, Albuquerque NM. 87199), or email (t.rodgers@pspg-nm.com) it in. If you have any questions please call 505-888-5499. Note that we can provide an invoice or quote if one is needed. Checks, purchase orders, etc. should be made out to PSPG.

Name of Attendee: _____

Department or Agency: _____

Address: _____

Contact Phone #: _____

Email: _____

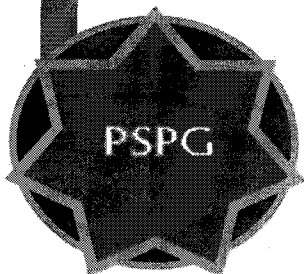
Preferred Class Dates: _____

Payment Method: Check _____ Purchase Order _____ Credit Card _____

Credit Card #: _____

Name on Card: _____ Card Zip Code: _____

Expiration Date: _____ Card Security Code: _____



PUBLIC SAFETY PSYCHOLOGY GROUP, LLC

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