City of Las Cruces®
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Council Action and Executive Summary

Item # 2 **Ordinance/Resolution#** 14-036

For Meeting of _____ (Ordinance First Reading Date)

For Meeting of September 3, 2013 (Adoption Date)

Please check box that applies to this item:

☐ QUASI JUDICIAL ☐ LEGISLATIVE ☒ ADMINISTRATIVE

TITLE: **A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES, ON BEHALF OF ITS POLICE DEPARTMENT, TO ENTER INTO A MUTUAL GANG AND SPECIAL TASK FORCE UNITS AND EMERGENCY RESPONSE AGREEMENT WITH THE CITY OF SUNLAND PARK AND TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE AGREEMENT.**

PURPOSE(S) OF ACTION:

Approve a mutual aid agreement.

COUNCIL DISTRICT: All		
Drafter/Staff Contact: S. Nicole Williams	**Department/Section:** Financial Services / Grants Administration	**Phone:** 541-2716
City Manager Signature:		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Sunland Park, on behalf of its Police Department, requests the City of Las Cruces, on behalf of its Police Department, enter into a mutual aid agreement. The mutual aid agreement will provide for mutual gang task force and specialty units, and emergency response between the jurisdiction areas of both governmental entities. Response will be upon request from Sunland Park Chief of Police or the Las Cruces Chief of Police or any of both jurisdiction's ranking officers.

Neither party is entitled to any reimbursement for all or any part of the costs or expenses incurred by such party in furnishing mutual aid outside of its jurisdiction.

This agreement supersedes any previous agreement between the parties related to the same subject matter and is for an indefinite period of time.

SUPPORT INFORMATION:

1. Resolution.

(Continue on additional sheets as required)

2. Exhibit "A", Mutual Gang & Special Task Force Units and Emergency Response Agreement.

SOURCE OF FUNDING:

Is this action already budgeted?			
N/A	Yes	☐	See fund summary below
	No	☐	If No, then check one below:
	Budget Adjustment Attached	☐	Expense reallocated from:_____
		☐	Proposed funding is from a new revenue source (i.e. grant; see details below)
		☐	Proposed funding is from fund balance in the ___Fund.
Does this action create any revenue?			
	Yes	☐	Funds will be deposited into this fund: ___ in the amount of $___ for FY__.
	No	☒	There is no new revenue generated by this action.

BUDGET NARRATIVE

N/A

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
N/A	N/A	N/A	N/A	N/A	N/A

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the agreement and ratify the City Manager's signature on the agreement.
2. Vote "No"; this will reject the agreement and would negatively affect public safety response between said jurisdictions.
3. Vote to "Amend"; this is could hinder necessary public safety response actions by both parties between jurisdictions.
4. Vote to "Table"; this is not an option as the agreement is critical to the public's safety.

REFERENCE INFORMATION:

N/A

(Continue on additional sheets as required)

RESOLUTION NO. 14-036

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES, ON BEHALF OF ITS POLICE DEPARTMENT, TO ENTER INTO A MUTUAL GANG AND SPECIAL TASK FORCE UNITS AND EMERGENCY RESPONSE AGREEMENT WITH THE CITY OF SUNLAND PARK AND TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE AGREEMENT.

The City Council is informed that:

WHEREAS, the City of Sunland Park, on behalf of its Police Department, requests the City of Las Cruces, on behalf of its Police Department, enter into a mutual aid agreement; and

WHEREAS, the mutual aid agreement will provide for mutual gang task force and specialty units, and emergency response between the jurisdiction areas of both governmental entities; and

WHEREAS, mutual aid response will be upon request from the Sunland Park Chief of Police or the Las Cruces Chief of Police or any of both jurisdiction's ranking officers; and

WHEREAS, this mutual aid agreement supersedes any previous agreement between the parties related to the same subject matter; and

WHEREAS, this mutual aid agreement is for an indefinite period of time.

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT the City of Las Cruces, on behalf of its Police Department, is approved to enter into a mutual aid agreement with the City of Sunland Park, on behalf of its Police Department.

(II)

THAT the City Manager's signature is hereby ratified on the Mutual Gang & Special Task Force Units and Emergency Response Agreement; Exhibit "A" attached hereto and made part of this resolution.

(III)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 20_____.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

VOTE:
Mayor Miyagishima: _____
Councillor Silva: _____
Councillor Smith: _____
Councillor Pedroza: _____
Councillor Small: _____
Councillor Sorg: _____
Councillor Thomas: _____

Moved by:_____

Seconded by:_____

APPROVED AS TO FORM:

_____
City Attorney

MUTUAL GANG& SPECIAL TASK FORCE UNITS AND EMERGENCY RESPONSE AGREEMENT

THIS AGREEMENT, between the City of Las Cruces (Las Cruces), a New Mexico municipal corporation and the City of Sunland Park (Sunland Park), a municipal corporation, provides for mutual gang task force and specialty units and emergency response between the jurisdictional areas of both governmental entities upon request from the Sunland Park Chief of Police or the Las Cruces Chief of Police or any of both jurisdiction ranking officers.

NOW, THEREFORE, the parties in consideration of the mutual promises herein contained and agree as follows:

1. Any previous agreement between the parties relating to the same subject matter is terminated and superseded by this agreement.

2. The term of this Agreement shall be for an indefinite period of time.

3. Neither party shall be entitled to any reimbursement for all or any part of the costs or expenses incurred by such party in furnishing mutual aid outside of its jurisdiction.

4. Both parties waive all claims against each other from compensation for any property loss, damage, personal injury or death occurring in consequence of the performance of this Agreement.

5. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.

6. Each party shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation of requirements applicable to performance of this Agreement. Each party shall be liable for its acts or failure to act in accordance with this Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act.

7. Assistance from either party will be subject to availability of personnel and equipment.

8. The respective authorized representatives will, upon receipt of an authorized call for assistance, determine the type and number of units which are needed for an adequate response.

9. Both parties will have their units respond to request of assistance, intelligence gathering, raids, ride a-longs, SWAT situations, criminal investigations, special events, community policing, VIP protection, or other emergencies in the following manner:

a. Las Cruces will provide response equipment and personnel only upon official request from the Chief of Police of Sunland Park, ranking officer, or their designee.
b. Sunland Park will provide response equipment and personnel only upon official request from any Las Cruces Chief of Police, ranking officer, or their designee.
c. All efforts will be made to release the mutual aid units requested as soon as practical.
e. Officers will not take it upon themselves to enforce laws or conduct investigations outside their primary jurisdiction and inside the jurisdiction of the other agency, without first notifying their chain of command for approval. All efforts will be made to advise the other agency prior to taking action.
f. Tactical or Emergency situations are dynamic in nature. When time is of the essence officers will follow their policies and procedures.

10. An Incident Command System appropriate to the nature of the call shall be implemented. In the absence of an incident command system when responding to a mutual aid request from the City of Sunland Park, Las Cruces personnel will assist in the development of such before engaging in any mitigation or control efforts

    a. The Incident Commander for the incident will be from the jurisdiction where the incident is taking place.
    b. The Incident Command System will be adhered to by both parties when responding to either jurisdiction. Responding units will report to the Incident Commander upon arrival and will be subject to the operational directives of that official.
    c. The senior ranking officer from each department who responds to the mutual aid request will become part of the incident command system command staff, and will remain with the Incident Commander throughout the incident mitigation period.

11. Both parties will keep accurate records of all calls received from the respective jurisdiction requesting aid. Said records shall include data on equipment responding, personnel employed, time spent and materials expended.

12. Nothing under the terms of this Agreement shall require Las Cruces or Sunland Park to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

13. Both parties agree that furnishing of any joint aide or emergency response under this agreement will be subordinate to requests for, and rendering of, any services necessary within their respective jurisdictions.

14. This agreement may be terminated by providing written notice to the other party of its intent to do so. Such notice will be deemed delivered when either the Sunland Park City Manager or the Las Cruces City Manager are served with such documentation.

CITY OF LAS CRUCES

Mayor Kenneth Miyagishima

for Williams

Chief Richard Williams

CITY OF SUNLAND PARK

Mayor Javier Perea

Chief Jamie Reyes

(SEAL)

ATTEST:

Las Cruces City Clerk

ATTEST:

Sunland Park City Clerk

APPROVED:

Las Cruces City Attorney

APPROVED:

Sunland Park City Attorney