City of Las Cruces®
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Council Action and Executive Summary

Item # 3 **Ordinance/Resolution#** 14-037

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 SERVICE AGREEMENT FOR SCHOOL RESOURCE OFFICERS WITH THE BOARD OF EDUCATION FOR THE LAS CRUCES PUBLIC SCHOOLS, TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE AGREEMENT, AND TO ADJUST THE FY14 BUDGET.**

PURPOSE(S) OF ACTION:

Approve a service 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:

In an ongoing collaborative effort to provide School Resource Officers to Las Cruces area schools, the Board of Education for the Las Cruces Public Schools (School District), has submitted their annual request for the City of Las Cruces (City) to enter into a service agreement. The agreement is for the City to provide and to manage a School Resource Officer (SRO) Program. The City has participated in this program for several years now with the School District.

The current request is for the 2013-2014 school year with the same conditions as previous years: not less than eleven (11) full-time SRO's, their vehicles, supplies and equipment. The School District agrees to reimburse the City at fifty percent (50%) of actual expenditures, not to exceed $445,000.00 unless subsequent adjustments are mutually agreed upon by the Superintendent of Schools and the Chief of Police.

This service agreement is effective August 1, 2013 through June 30, 2014.

(Continue on additional sheets as required)

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Service Agreement.
3. Exhibit "B", Budget Adjustment.

SOURCE OF FUNDING:

Is this action already budgeted?			
	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: 1000 in the amount of $445,000.00 for FY14.
	No	☐	There is no new revenue generated by this action.

BUDGET NARRATIVE

Funds for the SRO Program are budgeted in Fund 1000: General Fund for FY14 in the amount of $445,000.00 under Project Code 30112.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
General Fund	Various	$445,000.00*	$445,000.00*	0	N/A

*Upon approved Budget Adjustment.

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the service agreement and ratify the City Manager's signature on the service agreement.
2. Vote "No"; this will reject the service agreement and would negatively affect the Police Department's General Fund balances by not allowing for a 50% reimbursement for SRO services from the School District.
3. Vote to "Amend"; this is not an option as the service agreement terms are based on the needs and funds availability of the School District.
4. Vote to "Table"; this is not an option as the service agreement is time restricted to the 2013-2014 school year.

(Continue on additional sheets as required)

REFERENCE INFORMATION:

N/A

(Continue on additional sheets as required)

RESOLUTION NO. 14-037

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES, ON BEHALF OF ITS POLICE DEPARTMENT, TO ENTER INTO A SERVICE AGREEMENT FOR SCHOOL RESOURCE OFFICERS WITH THE BOARD OF EDUCATION FOR THE LAS CRUCES PUBLIC SCHOOLS, TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE AGREEMENT, AND TO ADJUST THE FY14 BUDGET.

The City Council is informed that:

WHEREAS, the Board of Education for the Las Cruces Public Schools (School District), requests the City of Las Cruces enter into a service agreement; and

WHEREAS, the service agreement states that the City will provide and manage a School Resource Officer (SRO) Program in the School District; and

WHEREAS, the SRO Program will consist of no less than eleven (11) SRO's, their vehicles, supplies and equipment; and

WHEREAS, the service agreement states that the School District agrees to reimburse the City at fifty percent (50%) of actual expenditures, not to exceed $445,000.00, unless subsequent adjustments are mutually agreed upon by the Superintendent of Schools and the Chief of Police for providing the said SRO Program are made; and

WHEREAS, the service agreement is effective August 1, 2013 through June 30, 2014.

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

(I)

THAT the City of Las Cruces is approved to enter into a service agreement with the Board of Education for the Las Cruces Public Schools.

(II)

THAT the City Manager's signature is hereby ratified on the City of Las Cruces & Las Cruces Public Schools Service Agreement School Resource Officer Services; Exhibit "A" attached hereto and made part of this resolution.

(III)

THAT the City's FY14 Budget is adjusted as prescribed in the Budget Adjustment; Exhibit "B" attached hereto and made part of this resolution.

(IV)

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)

Moved by:_____

Seconded by:_____

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

APPROVED AS TO FORM:

City Attorney

CITY OF LAS CRUCES & LAS CRUCES PUBLIC SCHOOLS SERVICE AGREEMENT SCHOOL RESOURCE OFFICER SERVICES

This AGREEMENT is made this the 1 day of August, 2013 by and between the BOARD OF EDUCATION FOR THE LAS CRUCES PUBLIC SCHOOLS and the CITY OF LAS CRUCES as follows:

WITNESSETH:

WHEREAS the BOARD OF EDUCATION FOR THE LAS CRUCES PUBLIC SCHOOLS ("SCHOOL DISTRICT") seeks to obtain from the CITY OF LAS CRUCES ("CITY") and the CITY agrees to provide and to manage a School Resource Officer (SRO) Program in the SCHOOL DISTRICT consisting of not less than eleven (11) full-time School Resource Officers, their vehicles, supplies and equipment. The SCHOOL DISTRICT agrees to reimburse the CITY, at **fifty** percent (50%) of actual expenditures as agreed herein, not to exceed $445,000.00 unless subsequent adjustments as mutually agreed upon by the Superintendent of Schools and Chief of Police for providing the said SRO Program are made; and WHEREAS the SCHOOL DISTRICT and the CITY desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the said SROs in the SCHOOL DISTRICT;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 Goals and Objectives - It is understood and agreed that the SCHOOL DISTRICT and CITY by and through its Police Department officials share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the SCHOOL DISTRICT schools:

1.1 The goals of this Agreement are to assist the Las Cruces Public Schools in providing a safe learning environment and improve relationships between law enforcement officers and today's youth. This Agreement also attempts to promote a better understanding of the law enforcement officer's role in society while educating students, parents, and school personnel which will build a better community while also providing a role model in the educational system;

1.2 To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses on or off campus such as, but not limited to: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots;

1.3 To report crimes that occur on campus and to cooperate in the investigation by law enforcement officials of crimes that occur;

1.4 To cooperate in investigations by law enforcement officials of criminal offenses which occur off campus;

1.5 To problem solve in cooperation with School District staff/administrators on school and community related concerns.

1.6 To provide and or coordinate gang awareness and crime prevention training to school site staff.

2.0 Employment and Assignment of School Resource Officers -

2.1 The CITY agrees to employ not less than eleven (11) School Resource Officers (SROs) during the term of this Agreement. The SROs shall be employees of the City of Las Cruces Police Department ("POLICE DEPARTMENT") and shall be subject to the administration, supervision and control of the POLICE DEPARTMENT.

2.2 Using funds received from the SCHOOL DISTRICT under Section 15.0 herein and funds from other sources, if any, the CITY agrees to provide and to pay the SROs' salary and employment benefits in accordance with the applicable salary schedules and employment practices of the POLICE DEPARTMENT, including but nor necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. The SROs shall be subject to all other personnel policies and practices of the POLICE DEPARTMENT.

2.3 The CITY, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs.

2.4 The SROs shall be assigned by the POLICE DEPARTMENT as follows:

a. One shall be assigned to each of the SCHOOL DISTRICT'S four (4) regular high schools sites;

b. One shall be assigned to each of the SCHOOL DISTRICT'S six (6) middle school sites;

c. One Police Supervisor will be assigned to supervise the SROs.

2.5 In the event an SRO is absent from work, the SRO shall notify both his supervisor in the POLICE DEPARTMENT and the principal of the school to which the SRO is assigned. The POLICE DEPARTMENT agrees to assign another officer when available to substitute for the absent SRO.

2.6 The POLICE DEPARTMENT shall periodically evaluate the SRO program in coordination with the SCHOOL DISTRICT'S Safety and Security Coordinator. In the event that the SCHOOL DISTRICT has evaluated the SRO program to have deficiencies or is unsatisfactory, the SRO program supervisor within the POLICE DEPARTMENT shall meet with the SCHOOL DISTRICT'S Safety and Security Coordinator to discuss whether remedial action can be taken to improve the SRO program.

3.0 Duty Hours -

3.1 In the event of an emergency one or more SROs are ordered by the POLICE DEPARTMENT to leave their school duty station during normal duty hours and to perform other services for the POLICE DEPARTMENT, the time spent shall not be considered hours worked under this Agreement. In such an event, the monthly reimbursement paid by the SCHOOL DISTRICT to the CITY shall be reduced by the number of hours of SRO service not provided to the SCHOOL DISTRICT.

3.2 Hours worked by an SRO exceeding 40 hours per work week shall be considered overtime and shall be compensated at the overtime rate established by the POLICE DEPARTMENT. The POLICE DEPARTMENT shall pay for any overtime compensation as a result of suffered or permitted overtime under the Fair Labor Standards Act of 1938 ("FLSA"), 29 U.S.C. § 201 *et. seq.* The SCHOOL DISTRICT is responsible only for the payment of overtime authorized or requested by a school principal or other authorized representative of the SCHOOL DISTRICT.

3.3 Regular duty time shall be on scheduled school days and shall be from 8:00 a.m. through 4:00 p.m. unless temporarily changed or modified for specific events or circumstances with the approval of the SCHOOL DISTRICT'S Safety and Security Coordinator and the SRO Supervisor.

3.4 The approved SCHOOL DISTRICT calendar will be used to determine the school days the SROs will work unless temporarily changed or modified for specific events or circumstances with the approval of the SCHOOL DISTRICT'S Safety and Security Coordinator and the SRO Supervisor.

3.5 The SCHOOL DISTRICT requests that a daily SRO roster be sent to the SCHOOL DISTRICT'S Safety and Security Coordinator.

4.0 Basic Qualifications of School Resource Officers (SROs)

4.1 To be a SRO, an officer must first meet all of the basic qualifications included within the current POLICE DEPARTMENT job description herein incorporated by reference.

5.0 Duties of School Resource Officers

5.1 To protect lives and property for the citizens, including SCHOOL DISTRICT students;

5.2 To take law enforcement action as required. The SRO shall conduct his or her law enforcement activities pursuant to all of the POLICE DEPARTMENT'S operating guides, policies, and operation directives, except as otherwise provided in this Agreement. As soon as practical, the SRO shall make the SRO supervisor and/or the SCHOOL DISTRICT'S Safety and Security Coordinator aware of such action, and shall complete all reports as may be required for a Police Officer and transmit said reports or copies of said reports to the POLICE DEPARTMENT.

5.3 To investigate criminal activity committed on or adjacent to school property to include giving assistance to other police officers in matters regarding his or her assignment to the SCHOOL DISTRICT whenever necessary, including the apprehension of criminal suspects engaged in criminal activities and execution of warrants when appropriate.

5.4 To be responsible for determining the need for additional police presence or assistance on campus and will make such request when needed. In the event the SRO requests additional patrol units on campus, he or she will act as the primary unit directing and assisting the additional police units except as otherwise provided by the POLICE DEPARTMENT pursuant to its policies and procedures.

5.5 To provide for the protection of students and staff from negative influences and from criminal conduct, and he or she shall assist in the maintenance of peace and order on the property of the Las Cruces Public Schools.

5.6 To be present at school functions such as athletic events, dances, PTA programs and other school-sponsored events when the SCHOOL DISTRICT'S Safety and Security Coordinator and the SRO Supervisor agree his or her attendance is advantageous to maintaining order in the public schools. The SRO Supervisor will coordinate such activities with the SCHOOL DISTRICT'S Safety and Security Coordinator to minimize the requirement to provide overtime pay.

5.7 To be armed at all times working at the SCHOOL DISTRICT, unless otherwise directed by the POLICE DEPARTMENT'S policies, procedures or directives.

5.8 The SRO Supervisor shall act as an advisor to the SCHOOL DISTRICT'S Safety and Security Coordinator in safety and security matters, violence reduction strategies and legal aspects of the activity of students.

5.9 The SRO Supervisor will assist the Superintendent of Schools and the SCHOOL DISTRICT'S Safety and Security Coordinator in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student conduct.

5.10 The SRO is not a school disciplinarian. The SRO will not administer discipline or punishment. If members of the staff of the Las Cruces Public Schools believes a violation of the law has occurred they shall contact the SRO who will determine whether law enforcement action is appropriate except when an affirmative duty exists under state law to report a matter directly to law enforcement such as the duty of SCHOOL DISTRICT personnel to report suspected child abuse or neglect.

5.11 The SRO will not take part in any school disciplinary actions; he or she will only accompany the school administrator/interviewer if there is a threat of violence. If the incident is a violation of the law, the SRO may assist the school's administration in determining if law enforcement action is appropriate.

5.12 Should it become necessary for the SRO to conduct formal police interviews with the students, the SRO shall adhere to applicable legal requirements and the policies of the SCHOOL DISTRICT and of the POLICE DEPARTMENT with regard to such police interviews. In the event said policies conflict, the policies and procedures for such formal police interviews provided by the POLICE DEPARTMENT shall control.

5.13 The SRO shall keep documentation of all in-office counseling sessions, and he or she shall adhere to all SCHOOL DISTRICT policies and procedures for counseling of students.

5.14 The SRO shall follow POLICE DEPARTMENT policy with regards to keeping a copy of all police and school reports regarding criminal incidents at the Las Cruces Public Schools and shall provide a copy of each report to the SCHOOL DISTRICT'S Safety and Security Coordinator when requested.

5.15 The SRO may assist the school's administration in escorting students who are violent or have threatened violence toward school administration or others from the campus. It shall be the responsibility of the school's administration to

release the juvenile according to SCHOOL DISTRICT policy, or if applicable, according to the POLICE DEPARTMENT'S policies, procedures or directives. In the event of a conflict between the policies and procedures of SCHOOL DISTRICT and the POLICE DEPARTMENT, the policies and procedures of the POLICE DEPARTMENT shall control, except as expressly limited by this Agreement.

5.16 The SRO will, whenever possible, attend meetings of the SCHOOL DISTRICT'S parent and faculty groups to solicit their support and understanding of the duties and responsibilities of the SRO and promote awareness of the SRO's law enforcement functions.

5.17 The SRO will, whenever possible, be available for conferences with students, parents and faculty members to assist them with problems for a law enforcement or crime prevention nature.

5.18 The SRO will be familiar with the community agencies which offer assistance to students and their families, such as mental health clinics, drug treatment centers, etc.

5.19 The SRO shall assist students through counseling them in law-related problems and to assist them by mediating disputes. The SRO will attempt to identify problems with students and provide guidance to them in addressing their problems in a non-violent manner.

5.20 The SRO may act as an instructor for specialized short-term programs when invited to do so by the Superintendent of Schools or his or her designee.

5.21 The SRO shall coordinate all his or her activities with the SCHOOL DISTRICT'S Safety and Security Coordinator and shall seek permission, advice, and guidance from the SCHOOL DISTRICT'S Safety and Security Coordinator prior to enacting any program within the Las Cruces Public Schools.

5.22 The SRO will teach law enforcement related topics at the request of the SCHOOL DISTRICT'S Safety and Security Coordinator. The SRO may be requested to teach on a regular basis. The following list is not intended to be an all inclusive list of subjects covered by the SRO.

a. Justification for rules of law
b. Consequences of crime
c. Juvenile and adult criminal justice systems
d. Career opportunities in law enforcement
e. Substance abuse prevention
f. Violence and Crime prevention

5.23 With the assistance of the school's administration, the SRO will develop expertise in presenting various subjects such as understanding the laws, the police officer and the police mission.

5.24 To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student;

5.25 To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;

5.26 In the performance of their duties, SROs shall coordinate and communicate with the principal or the principal's designee of the school to which

they are assigned, and with the SCHOOL DISTRICT'S Safety and Security Coordinator.

5.27 The SRO shall receive a copy of this Agreement and be responsible for compliance with it, which compliance shall be supervised and enforced by SCHOOL DISTRICT and the POLICE DEPARTMENT.

5.28 SROs shall not use their positions, their influence, or their authority over students to make personal demands upon students unrelated to the purposes of their education or their safety. SROs shall not become intimately involved with students, shall not engage in or respond to romantic, sexually oriented, or other intimate relations, or activities with students, nor participate in any unethical behaviors or conduct with them. If the SCHOOL DISTRICT should suspect that a SRO has engaged in inappropriate conduct with a student, the SCHOOL DISTRICT has the authority under this Agreement to prohibit the SRO's presence on SCHOOL DISTRICT property on or off duty, and the CITY shall provide a substitute SRO until such time as an investigation is completed and appropriate action taken, if any, with regard to the SRO. The CITY shall be responsible for completing the appropriate investigation and taking such as employment action as necessary under its own policies and procedures.

6.0 Chain of Command

As employees of the POLICE DEPARTMENT, SROs shall follow the chain of command as set forth in the POLICE DEPARTMENT Policies and Procedure Manual.

7.0 Training/Briefing

7.1 All SROs shall be required by the POLICE DEPARTMENT to attend monthly training and briefing sessions. These sessions will be held at the direction of the POLICE DEPARTMENT. Briefing Sessions will be conducted to provide for the exchange of information between the POLICE DEPARTMENT and liaison officers.

7.2 All SROs will attend all mandated POLICE DEPARTMENT and DPS training, which includes but is not limited to firearms, ECDs (Electronic Control Devices), legal updates and defensive tactics.

7.3 All SRO's shall be required to attend SCHOOL DISTRICT designated training when mutually agreed upon by the Superintendent of Schools and Chief of Police.

7.4 All SRO's shall attend staff meetings and/or other SCHOOL DISTRICT meetings as determined by the Superintendent of Schools.

7.5 The SCHOOL DISTRICT requests that when possible POLICE DEPARTMENT trainings do not conflict with the first week of school.

8.0 Dress Code

SROs shall be required to wear a departmental uniform provided by the POLICE DEPARTMENT during his or her working hours.

9.0 Supplies and Equipment

Using funds received from the SCHOOL DISTRICT under Section 15.0 herein and funds from other sources, if any, the CITY agrees to provide each SRO with the following equipment:

9.1 Motor vehicles. The CITY shall provide a standard patrol vehicle for each SRO. The standard police cruiser unit shall be properly equipped for the performance of the SRO's law enforcement duties, and the SRO shall be authorized to use the police unit for all transportation during working hours, including emergency response to all schools within the Las Cruces Public Schools pursuant to the policies and procedures of the POLICE DEPARTMENT for such use. If permitted by the POLICE DEPARTMENT, the SRO is authorized to use the police cruiser for transportation to and from the SRO's residence and work or any other transportation authorized by the POLICE DEPARTMENT.

9.2 Weapons and Ammunition. The CITY agrees to provide each SRO with CITY approved weapon or weapons and with sufficient rounds of ammunition for each SRO. SROs are authorized per departmental policy and procedures to carry patrol rifles during working hours on the property of the Las Cruces Public Schools.

9.3 The POLICE DEPARTMENT shall provide, as necessary and according to LCPOA contract, to the SRO or reimburse the SRO for the following:

a. The SRO's uniform, including associated belts, holsters, safety vests, body armor, etc. to hold police equipment and perform the duties of a police officer.

b. All necessary police equipment, including radios, weapons and emergency equipment. The police radio shall enable the SRO to have direct contact with the Las Cruces Police Department.

c. Provision of a substitute or replacement standard patrol vehicle when necessary.

d. Membership dues and costs for continuing education and training as a SRO.

e. All required and necessary police training and recurrent training necessary for a Police Officer with the CITY.

f. All required police certification necessary for a Police Officer.

9.4 Office Supplies. The SCHOOL DISTRICT agrees to assist in providing each SRO with office supplies and school forms required in the performance of their duties. In addition, each SRO will be provided a private office. Each SRO shall also be provided access to a computer with internet access, printer and a fax machine for confidential intelligence sharing with other SRO's. SRO's shall comply with all of the SCHOOL DISTRICT'S computer use polices and regulations.

9.5 The SCHOOL DISTRICT shall also provide to the SRO or reimburse the SRO for the following:

a. An appropriate office facility.

10.0 Transporting Students

10.1 It is agreed that SROs shall not transport students in their vehicles except:

a. when the students are victims of a crime, under arrest, or some other emergency circumstances exist; and

b. when students are suspended and sent home from school pursuant to criminal charges if the student's parent or guardian has refused or is unable to pick-up the child within a reasonable time period and the student is disruptive or disorderly and his/her continued presence on campus is a threat to the safety and welfare of the student, other students, or school personnel, as determined by the SRO or his/her supervisor.

10.2 If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the SCHOOL DISTRICT shall provide transportation for the student.

11.0 Bomb Threats

It is a felony to give false information concerning the placement of a bomb in a school building. School officials, the SRO and fire and safety officials shall cooperate in the implementation of procedures in the event of a bomb threat. In all cases, the principal shall report such incidents to the Superintendent of Schools and to the SRO. In the absence of physical evidence, it is the school principal's or the Superintendent of Schools' decision to evacuate the school.

12.0 Controlled Substances and Weapons

12.1 School officials shall immediately notify the SRO in all cases involving ALL possessions, sales or distribution of controlled substances and weapons at school or school activities.

12.2 Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO.

12.3 If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified and the SRO shall investigate.

12.4 The SRO shall be immediately notified of all criminal activity.

13.0 Access to Student Education Records

13.1 School officials shall allow SROs to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except in situations related to the investigation of suspected child abuse or neglect under N.M. Stat. Ann. § 32A-4-3(E) (1978) of the New Mexico Children's Code. SROs are otherwise limited in their access to confidential student records under the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C.A. 1232g ("FERPA").

13.2 The disclosure of such student records to an SRO without parental consent is allowed under a state statute concerning "the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student

whose records are released . . . ." adopted after November 19, 1974. *See* 34 C.F.R. § 99.31(a)(5)(i)(B) and § 99.38 (a). Depending on the language of the State statute, in that it concerns the juvenile justice system and the student, disclosure can be made by the SCHOOL DISTRICT to a SRO without parental consent or notice. For example, in the enforcement of the New Mexico Compulsory School Attendance Act, the release of confidential student records without parental consent or notice would be permitted under 34 C.F.R. § 99.31(a)(5)(i)(B). It follows that other State statutes enforced by the juvenile justice system would also meet the necessary standards for disclosure under this exception. In order to comply with the requirements of FERPA for release of confidential student records under 34 C.F.R. § 99.31(a)(5)(i)(B), the SRO must provide the School District with a certification in writing that the information contained in the student records released will not be disclosed to any other party, except as provided under state law, without the prior written consent of the parent of the student. *See* 34 C.F.R. § 99.38 (b). The confidentiality of such information would also fall under the provisions of the New Mexico Children's Code at N.M. Stat. Ann. § 32A-3B-32 (1993). If the SRO wishes to utilize this exception, the officer must provide the required written certification, including reference to their compliance with § 32A-3B-32 to the Superintendent of Schools for the Las Cruces Public Schools.

13.3 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO at their sole discretion that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

13.4 If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records under FERPA following a reasonable attempt by the SCHOOL DISTRICT to inform the parents or guardians of the subpoena. *See* 34 C.F.R. § 99.31(9)(i).

14.0 Term of Agreement.

This Agreement shall commence August 1, 2013, and shall be effective through June 30, 2014. Pending mutual written agreement between the parties, this Agreement may be renewed annually for additional twelve month periods. Written notice of the intent to renew the Agreement shall be issued by the SCHOOL DISTRICT by May of each contract period.

15.0 Consideration

15.1 For and in consideration of the CITY providing the SRO Program as described herein, the SCHOOL DISTRICT agrees to reimburse the CITY at fifty percent (50%) of actual expenditures for the SRO's salary and benefits as defined in 2.2 herein; and fifty percent (50%) of actual expenditures for supplies, equipment, normal vehicle maintenance and fuel. The total annual reimbursement shall not exceed the amount agreed between the parties and

confirmed by duly executed purchase order issued by the SCHOOL DISTRICT and accepted by the CITY. The annual total may be adjusted by the SCHOOL DISTRICT as needed by duly executed change order.

15.2 The CITY will submit an original quarterly invoice to the SCHOOL DISTRICT finance department and a copy to the SCHOOL DISTRICT'S Safety and Security Coordinator for expenditures incurred in the previous quarter. The quarterly invoice amount is to be accompanied by documentation sufficient to support the expenditures and details all activities conducted by the SRO in the fields of enforcement, counseling, prevention, and teaching. The quarterly invoice will be processed for payment and a check issued within ten (10) business days from the date the invoice is received in the SCHOOL DISTRICT Finance Department. In order not to delay payment any items of cost that are disputed or do not contain the documented activities, the SCHOOL DISTRICT will notify the CITY in writing of the reasons for the dispute. The POLICE DEPARTMENT will provide written explanation and/or documentation to resolve disputed items in a timely manner.

16.0 Insurance and Indemnification

16.1 The CITY shall maintain in full force and effect a general comprehensive liability insurance policy during the term of this Agreement for the SRO's performance of his or her law enforcement duties providing coverage in an amount equal to or exceeding that required under the New Mexico Tort Claims Act at N.M. Stat. Ann. § 41-4-19 (2004) as amended or recodified in the future.

16.2 No Party to this Agreement shall be responsible for the liability incurred as a result of the other Party's acts or omissions in connection with this Agreement or in performance under this Agreement. Any liability incurred in connection with this Agreement or the acts or omissions of a Party performing under the Agreement is specifically subject to the immunities and limitations of the New Mexico Tort Claims Act, N.M. Stat. Ann. §§ 41-4-1 *et seq.*(1978), as the same may be amended or recodified from time to time. This Agreement contains the understanding between CITY and the SCHOOL DISTRICT only and shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against the named parties, their officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, consultants, or advisors.

17.0 Termination.

Either party may terminate this Agreement at any time by 60-day written notice.

18.0 Non-appropriation of Funding.

If this Agreement depends upon the appropriation of funds from the SCHOOL DISTRICT or the CITY, and if either the SCHOOL DISTRICT or the CITY does not appropriate the funds necessary for performance, then the SCHOOL DISTRICT or the CITY, as applicable, may provide written notice to the other party and cancel this Agreement without further obligation except for payment due as mutually agreed for work in progress or completed by the POLICE DEPARTMENT.

19.0 Modifications.
This Agreement may be modified only by written amendment signed by both parties. Such amendment shall be subject to the approval of the SCHOOL DISTRICT and by the CITY.

20.0 Non-enforceability of Provisions.
If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect. No waiver of any breach of the Agreement or any of the terms or conditions thereof shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the Party alleged to have granted the waiver.

21.0 Entire Understanding.
This document and any supplement attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

22.0 Applicable Law
This Agreement shall be governed by the laws of the State of New Mexico.

23.0 Accountability for Funds and Records
Each Party shall be strictly accountable for all receipts and disbursements under the Agreement. It shall follow the requirements of the Manual of Procedure for Uniform Financial Accounting and Budgeting for the New Mexico Public Schools (Current Edition) in handling and accounting for all property or funds. All receipts and disbursements shall be subject to audit in the same manner as SCHOOL DISTRICT funds in accordance with the New Mexico Audit Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

For the City of Las Cruces

City Manager
CITY OF LAS CRUCES

Chief of Police
Las Cruces Police Department

Approved as to form:

CITY ATTORNEY
CITY OF LAS CRUCES

For the Las Cruces Public Schools

Superintendent
LAS CRUCES SCHOOL DISTRICT #2

EXHIBIT "B"

CITY OF LAS CRUCES
2013-14 Fiscal Year Budget

FUND	DIVISION	FUND TYPE
General Fund Fund 1000	Government	General Funds

	2012-13 Prelim Actual	2013-14 Adopted	2013-14 Adjustment	2013-14 Adjusted
RESOURCES				
Beginning Balance	$ 20,618,146	20,226,215	0	20,226,215
Revenues				
Gross Receipts Tax	58,830,000	64,010,000		64,010,000
Property Taxes	9,267,952	9,947,385		9,947,385
Payment In Lieu of Property Tax	774,203	784,640		784,640
Franchise Fees	2,892,045	2,949,887		2,949,887
Payment In Lieu of Franchise Fees	1,158,523	1,181,694		1,181,694
Licenses, Fees & Permits	1,200,991	1,039,858		1,039,858
Fines & Forfeitures	900,430	907,660		907,660
Administrative Transfers	3,060,973	3,122,182		3,122,182
All Other Revenues	4,533,020	3,615,715	445,000	4,060,715
Operating Transfers In	631,137	853,383		853,383
Total Revenues	83,249,274	88,412,404	445,000	88,857,404
TOTAL RESOURCES	$ 103,867,420	108,638,619	445,000	109,083,619
Expenditures				
Legislative	820,362	1,858,379		1,858,379
Judicial	1,084,478	1,618,760		1,618,760
Administration	3,061,978	2,967,370		2,967,370
Legal	1,031,466	1,439,210		1,439,210
Human Resources	950,625	1,040,296		1,040,296
Financial Services	2,683,910	3,106,789		3,106,789
Information Technology	3,707,309	3,906,411		3,906,411
Transportation	4,803,404	5,189,704		5,189,704
Parks & Recreation	8,524,785	9,628,580		9,628,580
Community Development	2,647,646	3,348,769		3,348,769
Community & Cultural Services	5,015,915	5,594,277		5,594,277
Public Works	5,033,549	5,408,980		5,408,980
Las Cruces Police Department	20,034,142	22,080,567	445,000	22,525,567
Las Cruces Fire Department	9,315,959	9,786,656		9,786,656
Legislative Reserve	1,558,575	2,969,418		2,969,418
Operating Transfers Out	13,367,102	13,268,432		13,268,432
Total Expenditures	$ 83,641,205	93,212,598	445,000	93,657,598
Accrual Adjustments	0	0	0	0
ENDING BALANCE	$ 20,226,215	15,426,021	0	15,426,021
Required Reserve:				
State Required 1/12th	6,970,100	7,766,572		7,766,572
Local CLC 1/12th	6,970,100	7,766,572		7,766,572
UN-RESERVED BALANCE	$ **6,286,015**	**(107,123)**	**0**	**(107,123)**