

City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 5 Ordinance/Resolution# 15-208

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of May 4, 2015
(Adoption Date)

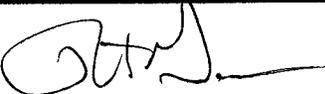
Please check box that applies to this item:

QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAS CRUCES ON BEHALF OF ITS POLICE DEPARTMENT, AND LAS CRUCES PUBLIC SCHOOLS, FOR THE LCPD'S YOUTH LEADERSHIP ACADEMY AND TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE AGREEMENT.

PURPOSE(S) OF ACTION:

Approve a Memorandum of Understanding.

COUNCIL DISTRICT: ALL		
<u>Drafter/Staff Contact:</u> Michelle K. Belone	<u>Department/Section:</u> Financial Services / Grants Administration	<u>Phone:</u> 541-2716
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City), on behalf of its Police Department (LCPD), and Las Cruces Public Schools (LCPS), upon acceptance of this Memorandum of Understanding (MOU) will agree to support the LCPD sponsored Youth Leadership Academy (Academy). The LCPD Academy will provide an opportunity for young people to develop their leadership skills and become productive and positive members of their community. This MOU identifies the responsibilities, principles, working practices and financial responsibility that underlie the relationship between the City and LCPS.

All supplies and services will be funded under a grant award from the New Mexico State University Stan Fulton Chair for the Improvement of Border and Rural Schools.

The Academy is scheduled to be held June 1, 2015 to June 12, 2015. This agreement between the parties is for the time period of June 1, 2015 to July 1, 2015 to complete activities and reimbursements.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Memorandum of Understanding Between the City of Las Cruces Police Department and the Las Cruces Public Schools.

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input checked="" type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____
		<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.
Does this action create any revenue?	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: _____ in the amount of _____ for FY _____.
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

Grant funding is already budgeted in Fund 1000 under project number 37141: Youth Leadership Academy Summer. Funds are drawn-down as needed by LCPD for expenses related to general supplies, and various services.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
General	10147010 730110 37141	\$5,000.00*	\$5,000.00*	\$0.00	None

*Upon approved budget adjustment.

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 the LCPD Academy will be cancelled.
3. Vote to "Amend"; this is could hinder necessary actions by both parties between jurisdictions.
4. Vote to "Table"; this action could cause the LCPD Academy to be cancelled as it is scheduled to be held from June 1, 2015 to June 12, 2015.

(Continue on additional sheets as required)

REFERENCE INFORMATION:

N/A

(Continue on additional sheets as required)

RESOLUTION NO. 15-208

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAS CRUCES ON BEHALF OF ITS POLICE DEPARTMENT, AND LAS CRUCES PUBLIC SCHOOLS, FOR THE LCPD'S YOUTH LEADERSHIP ACADEMY AND TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE AGREEMENT.

The City Council is informed that:

WHEREAS, the Memorandum of Understanding (MOU) between the City of Las Cruces (City) on behalf of its Police Department (LCPD) and the Las Cruces Public Schools (LCPS), provides the roles and responsibilities associated with the LCPD's Youth Leadership Academy (Academy); and

WHEREAS, the MOU between the City on behalf of LCPD and LCPS, identifies responsibilities, principles, working practices and financial responsibility that underlie the relationship between the City and LCPS; and

WHEREAS, the LCPD Academy is scheduled to be held June 1, 2015 to June 12, 2015 with the period of performance of June 1, 2015 to July 1, 2015 to complete activities and reimbursements.

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

(I)

THAT the City, on behalf of the LCPD, is approved to enter into a MOU, with LCPS.

(II)

THAT the City Manager's signature is hereby ratified on the MOU; 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)

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:

VOTE:

Mayor Miyagishima:	_____
Councillor Silva:	_____
Councillor Smith:	_____
Councillor Pedroza:	_____
Councillor Small:	_____
Councillor Sorg:	_____
Councillor Levatino:	_____

Deputy City Attorney

Deputy City Attorney

LCPD SUMMER YOUTH LEADERSHIP ACADEMY

Memorandum of Understanding
Between the
City of Las Cruces Police Department
And the Las Cruces Public Schools

FORWARD

The Las Cruces Police Department (LCPD) and the Las Cruces Public Schools (LCPS) have a long history of mutual support and strong bond of accomplished goals. The Summer Youth Leadership Academy program provides an opportunity for young people to develop their leadership skills and become productive and positive members of their communities. The effective interaction of government and education is vital for the well-being of our children and the future of all our youth. School Resource Officers (SRO) work to provide a safe learning environment in the schools. Provide valuable resources to school staff, foster positive relationship with the youth in the schools and develop strategies to resolve problems affecting the school community

INTRODUCTION

This Memorandum sets out the understanding of the LCPD and the LCPS of the responsibilities, principles, working practices and financial responsibility that underlie the relationship between them.

This document shall be binding on both parties as a statement of intent designed to guide officials and support the development of detailed working arrangements.

GOALS AND OBJECTIVES

1. To create and provide a safe learning environment in the schools
 - a. Foster a positive relationship with the youth, school staff and SRO's.
 - b. Support the goals of LCPS's "Character Counts" curricula
 - c. Develop positive skills through mentoring and teamwork during the two-week session (June 01-12, 2015).
2. Continue a lasting relationship between the police department, school district and the students, which will encourage communications and serve to develop a continually focused, effective collaboration to the benefit of our youth.

- a. Involve students through leadership activities and workshops
- b. Build relationships with the young people in attendance at the academy , to promote positive connection throughout the youth's school career and beyond
- c. Additionally, work with and on behalf of young people promoting bullying prevention, advocacy and education

MISSION STATEMENT

Our mission is to motivate and mentor potential young leaders, to enable them to take an active role in their school and community.

We hope to assist in building strong leaders who have hope for the future and the tools to influence a positive and safe community.

ROLES AND RESPONSIBILITIES

- The functions of each party are established by governing rules, regulations, policies, procedures, and statutes. Neither party shall be asked to compromise their internal responsibilities as a result of this partnership.
- LCPD will conduct NCIC checks for all participating instructors for Leadership Academy and provide to LCPS.
- LCPS will provide classroom space at Lynn Middle School (June 01-12, 2015) to accommodate LCPD Summer Youth Leadership Academy per Facility Use Form submitted and approved on 12/19/2014, see attached.
- LCPD shall act as fiscal agent for funding, in accordance with funding organization terms and conditions.
- Financial and programmatic reporting will be accomplished through the Police Department and the City of Las Cruces Accounting Office.
- Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection 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 attached is to certify liability coverage.
- LCPS provides bus service via standard contract with bus service, to and from external events (field trip) and associated cost submitted on a purchase order will be borne by LCPD.

PARTNER INVOLVEMENT IN COMMUNITY POLICING

The LCPD and the LCPS have a history of developing and implementing new and innovative strategies to achieve needed results for our community and youth. This program will only service to strengthen and verify those efforts. Both parties will strive to

proactively solve problems and strengthen the bonds of cooperation within our community of interest.

- A shared focus on providing and effective an efficient service
- The maintenance of key relationships in a flexible way
- An open and cooperative dialogue on strategic and key issues
- A cooperative approach to settling issues of roles and responsibilities
- A transparent relationship which works effectively at all levels to meet the needs and challenges facing our youth.

The LCPD and LCPS aim jointly to:

- **Enable each party to deliver its services in an effective manner in support of the program objective.**
- **Enable each party to participate in the development of future procedures in a cooperative atmosphere.**

Financial Responsibilities:

- **All supplies and services will be funding under a grant award from the New Mexico State University Stan Fulton Chair for the Improvement of Border and Rural Schools.**

This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by all parties.

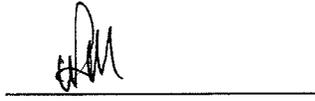
The following parties have executed Agreement specified on the dates below.



Robert L. Garza, P.E.
City Manager
City of Las Cruces

4/20/15

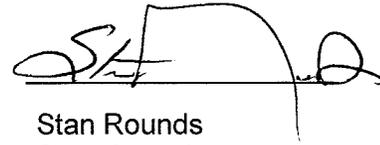
Date



Jaime Montoya
Chief of Police
City of Las Cruces

4/16/15

Date



Stan Rounds
Superintendent
Las Cruces School District

4/15/15

Date

APPROVED AS TO FORM:



City Attorney

City Attorney



LAS CRUCES PUBLIC SCHOOLS

Facility Use Form (KF-E1)

Date Submitted: 12-19-14

This form is to be used when requesting the use of a school facility. It is the school's responsibility to ensure that all sections are complete before submitting. Please hand carry or send through school mail to Operations (Annex) Department at least ten (10) days prior to the date of event. Faxes will only be accepted for school-sponsored events.

APPLICANT/REPRESENTATIVE TO FILL OUT

Date of Use: June 1 - June 12 2015 School: LCPD Room/Location: 724 734 747 GYM Cafeteria

Event: Las Cruces Police Youth Academy

Times: Open Facility- 7 am/pm Actual Event- from: 8:00 am/pm to: 12 am/pm

Close Facility- 1:30 am/pm

Other dates/times (if more than one event):

Special Requests: If additional space is needed, submit another page.

This application is made subject to General Regulations for use of school facilities and LCPS Policy and Regulation KF: Community Use of School Facilities. The undersigned agrees that rules shall be strictly observed and accepts full responsibility for full compliance with these rules. It is understood and agreed to by the applicant that this permit may be revoked or cancelled at any time, with or without cause, and that, in the event of such revocation or cancellation, there shall be no claim by the undersigned for right to damages or reimbursement on account of any loss, damage or expense whatsoever. The undersigned agrees to protect, indemnify and save Las Cruces Public Schools and its officers and employees from any and all claims, liabilities, damages or rights of action directly or indirectly growing out of the use of the premises covered by this application.

Name of Organization: LCPD Address: 215 E. Mercado City/State/Zip: Las Cruces NM 88002 Contact Person: Tony Bowman Fax Number: 915 973 2473 Home Phone Number: Work/Mobile Number:

Tony Bowman

[Signature]

12-19-14

Representative's Printed Name

Representative's Signature

Date

PRINCIPAL/SCHOOL DESIGNEE TO FILL OUT

Will admission be charged or collections solicited? Yes [] No []

Are you selling food? Yes [] No [] (If yes, request and attach Food Permit and MOU)

Will Kitchen Facilities be used? Yes [] No []

If yes, time needed: to # of Hours Needed

Set Fee - \$25.00 per hour for each Nutrition Svc Worker needed Workers @ \$25 x hrs

Custodian needed? Yes [] No []

Set Fee- \$21.00 per hour for each Custodial Worker needed Workers @ \$21 x hrs

Rental Fee for Facility: (See LCPS Policy KF-R Appendix for Applicable Fees)

Liability Insurance is attached with request (mandatory)

School Principal or Designee Signature: Ronald McCreath

Date: 12-19-2014

School: Ensure that all documentation listed above is attached before you forward to Operations

LCPS OPERATIONS DEPARTMENT USE ONLY

Food Permit Attached [] Nutritional Guidelines Compliance MOU Attached [] Liability Policy Attached [] Other []

Approved Disapproved Need to Resubmit (documentation not included)

Coordinator of Custodial Services Signature: Date:

Table with 2 columns: FEES, Kitchen \$, Custodial \$, Rental \$, TOTAL \$, Money order payable to LCPS. Submit with Facility Use Form. Schools Only: (Circle one) Interfunds Transfer: Yes / No



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RISK MANAGEMENT DEPARTMENT

RE: LIABILITY COVERAGE

This is to certify that the City of Las Cruces, New Mexico, pursuant to authority conferred by the New Mexico Tort Claims Act, has established a self-funded, self-administered program for General Liability, Auto Liability and Workers' Compensation claims arising against the City under the New Mexico Tort Claims Act.

This program is funded at a level believed by management of the City under the Act to be adequate. Additionally, the City carries excess Workers' Compensation Coverage with a \$750,000.00 self-insured retention and \$1,000,000.00 Employers Liability Coverage.

Carl D. Conley, CIC, CRM
Risk Management Administrator
City of Las Cruces