



# City of Las Cruces®

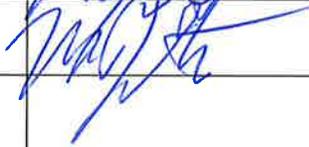
PEOPLE HELPING PEOPLE

## COUNCIL WORK SESSION SUMMARY ROUTING SLIP

Meeting Date December 8, 2015

TITLE: UPDATE ON MEMORANDUMS OF UNDERSTANDING BETWEEN LAS CRUCES PUBLIC SCHOOLS AND THE CITY OF LAS CRUCES.

- Are there attachments to the Council Work Session Summary? Yes  No
- Will there be a Video Presentation for this item? Yes  No
- Will there be a PowerPoint Presentation for this item? Yes  No
- If "yes", will a copy of the PowerPoint Presentation be included on the Council Work Session Agenda? Yes  No

DEPARTMENT / ORGANIZATION	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact		2550	11/9/15
Department Director		2550	11/9/15
Other			
Assistant City Manager/CAO (if applicable)			
Assistant City Manager/COO (if applicable)			11-23-15
City Manager			11-25-15



# City of Las Cruces®

PEOPLE HELPING PEOPLE

## Council Work Session Summary

**Meeting Date:** December 8, 2015

**TITLE:** UPDATE ON MEMORANDUMS OF UNDERSTANDING BETWEEN LAS CRUCES PUBLIC SCHOOLS AND THE CITY OF LAS CRUCES.

**PURPOSE(S) OF DISCUSSION:**

- Inform/Update
- Direction/Guidance
- Legislative Development/Policy

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

City of Las Cruces (CLC) staff will provide background information and updates concerning the current shared use agreement and management/maintenance of the Field of Dreams. Las Cruces Public Schools staff have a need to modify the agreement and have proposed a redistribution of soccer field management and maintenance responsibilities to accommodate construction of lighted varsity level soccer fields to address the growing programs and the districts expansion.

The shift of maintenance/management responsibilities will be addressed administratively. CLC staff will explain the shift in responsibilities and be prepared to answer questions.

**SUPPORT INFORMATION:**

1. N/A



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# LAS CRUCES POLICE DEPARTMENT MEMORANDUM

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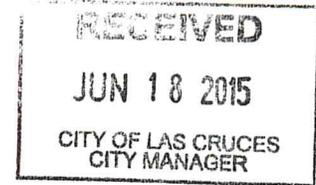
**Date:** 06/12/2015

**To:** City Manager Robert Garza

**From:** Deputy Chief Justin Dunivan *J.D.*

**Subject:** Service Agreement between the Las Cruces Public Schools and the City of Las Cruces on behalf of the Las Cruces Police Department

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This memorandum is in reference to the approval of the School Resource Officer Service Agreement between the Las Cruces Public Schools and the City of Las Cruces on behalf of the Las Cruces Police Department. This Service Agreement outlines both operational and financial expectations with both entities; and ensures accountability. It also ensures that we continue to maintain a relationship between both entities for the development of community youth. It specifically outlines the responsibilities of each entity and ensures consistency.

Please contact me with any questions (575) 635-1905. Thank you.

CC:) Jaime Montoya, Chief of Police *JM*

*Legal B*

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

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This Agreement is made, this 16th day of June, 2015, by and between the LAS CRUCES PUBLIC SCHOOL DISTRICT (hereinafter "School District"), and the CITY OF LAS CRUCES on behalf of the LAS CRUCES POLICE DEPARTMENT (hereinafter "Police Department:") as follows:

**WITNESSETH:**

WHEREAS, the Police Department agrees to provide the School District a School Resources Officer (SRO) Program in the School District; and

WHEREAS, the School District and the Police Department desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SROs in the School District;

WHEREAS, it is understood by both parties that the intent to renew is to be identified by May of the year in which the contract is put into place:

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

**1. Cost of the SRO Program**

- A. The School District agrees to reimburse the City for the cost of the SRO Program on a flat fee basis of \$315,000. The fee shall be paid in nine (9) monthly installments beginning on September 1 of each year. Annual increases shall be based on an assessment of the actual costs from the previous year.

**2. Employment of School Resource Officers**

- A. The SROs shall be employees of the Police Department and shall be subject to the administration, supervision, and control of the Police Department.
- B. The SROs shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.
- C. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.
- D. If a principal is dissatisfied with an SRO who has been assigned to that principal's school, then that principal may request through the

Superintendent that the Chief of Police assign a different officer as the SRO for that school.

- E. One SRO shall be assigned to each high school and middle school. This current Agreement relates to (10) SRO positions and (1) SRO Supervisor position.
- F. The School District shall provide office space, office supplies, and access to a computer with internet access.

### 3. **Duty Hours**

- A. Whenever possible, it is the intent of the parties that the SROs duty hours shall conform to the school day and calendar.
- B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.
- C. In the event an SRO is absent from work for a full day or more, the SRO shall notify his or her supervisor in the Police Department and the principal of the school to which the SRO is assigned. The Police Department will assign another SRO qualified officer, if available, to substitute for the SRO who is absent.
- D. In the event an SRO is required to leave their assigned school during a work day, the SRO shall notify his or her supervisor in the Police Department and the principal of the school to which the SRO is assigned.

### 4. **Term of Agreement**

The initial term of this Agreement is one year commencing on the 1st day of July, 2015, and ending on the 30th day of June, 2016, however, should either party encounter budgetary constraints that make the continuation of this agreement impractical, then either party may cancel this agreement upon sixty days notice to the other. This agreement shall be automatically renewed for successive one year periods unless either party requests termination or modification of this agreement. This request will be made in writing.

### 5. **Duties of School Resource Officers**

The SRO's duties will include, but not be limited to, the following:

- A. To be an extension of the principal's office for assignments consistent with this Agreement.

- B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters.
- C. To provide a safe environment as to law enforcement matters on public school property.
- D. To provide a classroom resource for law enforcement education using approved materials.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.
- F. To be a resource for teachers, parents, and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance abuse.
- G. To make appearances before parent groups and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.
- H. To complete and provide a monthly activity report to the Police Department, to the Safety & Security Coordinator, and to the principal of the assigned school. This report will include the activities of the SRO on campus for that specific month.
- I. The SRO will only be involved in school discipline when it pertains to preventing a disruption that would, if ignored, place students, faculty, and staff at risk of harm; the SRO will resolve the problem to preserve the school climate.
- J. The disciplining of students is a School District responsibility, and the SRO will only assist when requested by the principal for safety concerns.
- K. It will be the responsibility of the SRO to report all crimes originating on the school campus. Information on cases that are worked off-campus by the Police Department involving students on a campus served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
- L. The SRO will share information with the principal or his/her designee about persons and conditions that pertain to campus safety concerns.
- M. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency and delinquency-prone youths and their families. Referrals will be made when necessary.

- N. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- O. The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.
- P. The SRO may be asked to provide community wide crime prevention presentations that include, but are not limited to:
  - Drugs and the law – Adult and juvenile
  - Alcohol and the law – Adult and juvenile
  - Safety Programs – Adult and juvenile
  - Sexual Assault Prevention
  - Bullying Prevention Education
  - Assistance in other crime prevention programs as assigned
- Q. The SROs will wear their department authorized duty weapons in accordance with departmental policy.

**6. Chain of Command**

- A. As employees of the Police Department, SROs will be subject to the chain of command of the Police Department.
- B. In the performance of their duties, SROs shall coordinate and communicate with the Safety & Security Coordinator and the principal or the principals' designee of the school to which they are assigned.

**7. Transporting Students**

- A. SROs shall not transport students in Police Department vehicles except:
  - (1) When the students are victims of a crime, under arrest, or some other emergency circumstances exist; and
  - (2) When students are suspended and/or sent home from school pursuant to school disciplinary actions; and 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/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.
- B. Students shall not be transported to any location unless it is determined that the student's parent, guardian, or custodian is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.

- C. SROs shall notify school personnel upon removing a student from campus.

**8. Access to Education Records**

- A. School officials shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law.
- B. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO 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.
- C. If confidential student record information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

**9. Insurance and Liability**

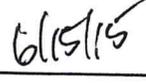
The CITY OF LAS CRUCES, pursuant to the authority conferred by the New Mexico Tort Claims Act, has established a self-funded, self-administered program for General Liability, Auto Liability, and Worker's Compensation claim against the City and its employees under the New Mexico Tort Claims Act. The program is funded at a level believed by management of the City under the Act to be adequate during the term of this Agreement for the SROs in performance of his or her law enforcement duties to provide 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.

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 OF LAS CRUCES 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.

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:

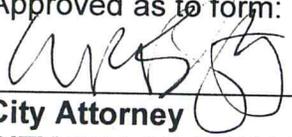
   
\_\_\_\_\_  
Chief of Police  
LAS CRUCES POLICE DEPARTMENT

  
\_\_\_\_\_  
City Manager  
CITY OF LAS CRUCES

For the Las Cruces Public Schools:

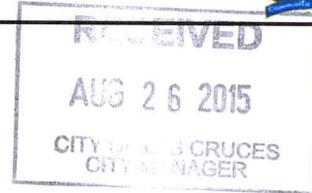
  
\_\_\_\_\_  
Superintendent  
LAS CRUCES SCHOOL DISTRICT #2

Approved as to form:

  
\_\_\_\_\_  
City Attorney  
CITY OF LAS CRUCES



# LAS CRUCES POLICE DEPARTMENT MEMORANDUM



**Date:** 08/28/15

**To:** City Manager Robert Garza

**From:** Deputy Chief Justin Dunivan *JW*

**Subject:** Memorandum of Understanding between the Las Cruces Public School District and the City of Las Cruces

This memorandum is in reference to the approval of the Memorandum of Understanding (MOU) between the Las Cruces Public School District and the City of Las Cruces on behalf of the Las Cruces Police Department (LCPD). This specifically relates to the authorization of School Campus Guards/Staff in directing traffic onto and off school property. This MOU is intended to establish a relationship between the Las Cruces Public Schools and the City of Las Cruces Police Department. It specifically outlines the responsibilities of each entity and ensures accountability.

Please contact me with any questions (575) 635-1905. Thank you.

CC: Rusty Babington, City Attorney *RB*  
Jaime Montoya, Chief of Police *JM*

**THE CITY OF LAS CRUCES ON BEHALF OF THE LAS CRUCES POLICE  
DEPARTMENT & THE LAS CRUCES SCHOOL DISTRICT  
Memorandum of Understanding**

**To Authorize School Staff to Direct Traffic**

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This AGREEMENT is made this the 28<sup>th</sup> day of August, 2015 by and between LAS CRUCES SCHOOL DISTRICT NO. 2 and the CITY OF LAS CRUCES ON BEHALF OF THE LAS CRUCES POLICE DEPARTMENT as follows:

WITNESSETH:

WHEREAS the LAS CRUCES SCHOOL DISTRICT NO. 2 (DISTRICT) seeks to obtain from the CITY POLICE DEPARTMENT (PD) and the (PD) through the Chief of Police agrees to authorize School Campus Guards/Staff (SCGS) to direct traffic onto and off school property. The authorized SCGS will only stop traffic to allow school buses, limited vehicle traffic, and pedestrians on or off school roadways or parking lots.

WHEREAS the DISTRICT and the PD desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the said DISTRICT;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

**1.0 Goals and Objectives** - It is understood and agreed that the DISTRICT and PD officials share the following goals and objectives with regard to creating a safe school environment;

- 1.1 The authorized SCGSs will help reduce dangerous traffic congestion that builds up on city streets around schools due to morning rush hour;
- 1.2 The authorized SCGSs will receive appropriate training from the PD or the DISTRICT Safety & Security Coordinator;
- 1.3 The authorized SCGSs will make the roadways safer for school bus traffic, city traffic, and student pedestrian congestion;
- 1.4 The authorized SCGSs will assist crossing pedestrian at marked school zones and crosswalks.

**2.0 Assignment of SCGS**

- 2.1 The DISTRICT will assign the SCGS to help control traffic during mornings and afternoon student pick or and drop off;
- 2.2 The DISTRICT will provide a list of SCGS to the Chief of Police for his/her authorization as per city ordinance 27-12-3-3;
- 2.3 The DISTRICT will be responsible for all citizen concerns that arise form the SCGS directing traffic.

**3.0 Duties of SCGS**

- 3.1 To address safety concerns that arises from morning and afternoon traffic congestion around schools;
- 3.2 To direct traffic onto and off school property by stopping traffic on city streets to allow school buses, vehicles, and pedestrians to safely enter school property.

**4.0 Chain of Command**

- 4.1 SCGS shall follow the chain of command as set forth in the DISTRICT Policies and Procedure Manual.

## **5.0 Training/Briefing**

- 5.1 All SCGS shall be required by the PD to be trained in traffic direction;
- 5.2 The DISTRICT will coordinate with the PD to have the SCGS trained;
- 5.3 The PD authorizes the DISTRICT's Safety & Security Coordinator to provide training.

## **6.0 Dress Code**

- 6.1 The SCGS shall be required to wear a traffic safety vest provided by the DISTRICT.

## **7.0 Term of Agreement.**

- 7.1 This Agreement shall commence August 28, 2015, and shall be effective through September 20, 2016. Pending mutual written agreement between the parties, this Agreement may be renewed biannually for additional twenty-four month period. Written notice of the intent to renew the Agreement shall be issued by the DISTRICT by August 1st of each contract period.

## **8.0 Consideration**

- 8.1 The DISTRICT will not charge any service fees for using the SCGS to direct traffic.

## **9.0 Insurance and Indemnification**

9.1 The DISTRICT shall maintain in full force and effect a general comprehensive liability insurance policy during the term of this Agreement for the DISTRICT'S performance of traffic direction 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.

## **10.0 Termination**

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

## **11.0 Modifications**

- 11.1 This Agreement may be modified only by written amendment signed by both parties.

## **12.0 Non-enforceability of Provisions**

- 12.1 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.

**13.0 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.

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

**LAS CRUCES SCHOOL DISTRICT NO. 2**

Tony S. Dean CFO/COO

**CITY OF LAS CRUCES**

Chief of Police

W.M. 8/24/15

**CITY OF LAS CRUCES**

City Attorney

[Signature]

**CITY OF LAS CRUCES**

City Manager

[Signature]



# LAS CRUCES POLICE DEPARTMENT MEMORANDUM

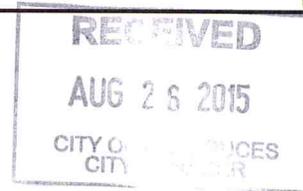


**Date:** 08/24/15

**To:** City Manager Robert Garza

**From:** Deputy Chief Justin Dunivan *J.D.*

**Subject:** Memorandum of Understanding between the Las Cruces Public Schools and the City of Las Cruces



This memorandum is in reference to the approval of the Memorandum of Understanding (MOU) between the Las Cruces Public Schools and the City of Las Cruces on behalf of the Las Cruces Police Department (LCPD). This specifically relates to LCPD providing law enforcement services to the public schools. This MOU is intended to establish a relationship between the Las Cruces Public Schools and the City of Las Cruces Police Department. It specifically outlines the responsibilities of each entity and ensures accountability.

Please contact me with any questions (575) 635-1905. Thank you.

CC: Rusty Babington, City Attorney *R.B.*  
Jaime Montoya, Chief of Police *J.M.*

## MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding ("Understanding") is entered into between the City of Las Cruces on behalf of the Las Cruces Police Department, hereinafter referred to as "LCPD," and the Las Cruces Public Schools, Dona Ana County, New Mexico, hereinafter referred to as "LCPS."

WHEREAS, the LCPD will provide law enforcement services to the public schools.

WHEREAS, the LCPS desires to engage the LCPD and the LCPD is willing to provide oversight through LCPD activities and participation in sporting events and conduct random searches of schools.

NOW THEREFORE, the LCPS and the LCPD state the following understandings:

### **I. Purpose:**

The purpose of this Understanding is to help provide overtime by the LCPD to LCPS for the sporting events throughout the school year and do random K-9 searches thru designated schools.

### **II. Terms of Understanding:**

The LCPD officers assigned shall provide security at school activities where they believe it would be appropriate.

### **III. Period of Understanding:**

This Understanding shall become effective upon approval by the parties hereto, and shall terminate on June 30, 2016.

### **IV. Payment:**

The LCPS shall pay to the LCPD, for services rendered in overtime, a total amount not to exceed five thousand dollars (\$5,000) in monthly/quarterly transfers. The LCPD shall submit to the LCPS a copy of the certified and documented vouchers for actual work performed by the LCPD.

All costs claimed under this Understanding shall be separate from existing funding sources and not claimed from any other funding source.

### **V. Termination of Understanding:**

This Understanding may be terminated by either of the parties at any time. As a courtesy the parties understand that they shall attempt to provide written notice to the other party at least fifteen (15) days prior to intended date of termination.

**VI. Funds Accountability:**

The parties shall provide for strict accountability of all monies made subject to this Understanding. The LCPD or its contractors shall maintain fiscal records, follow general accepted accounting principles and account for all receipts and disbursements of funds transferred to the LCPD pursuant to this Understanding. The LCPD will include all monies made subject to this Understanding in the annual audit and will provide all entities, upon request, with a copy of the annual audit.

**VII. Maintenance of Records:**

The LCPS shall maintain records as required of any administering agency pursuant to applicable state and law and regulation. The LCPS shall maintain fiscal and programmatic records relative to those funds and activities that have been made subject to the Understanding for a minimum of three (3) years.

**VIII Confidentiality**

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

**IX. Amendments:**

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

**X. Assignment:**

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

**XI. Applicable Law:**

This Understanding shall be governed by the laws of the United States, the State of New Mexico, and the City of Las Cruces.

**XII. Liability:**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Understanding. Any liability incurred in connection with this Understanding is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1. *et seq.*, NMSA 1978. as amended.

**XIII. Acquisition of Property:**

The parties agree that neither party shall acquire any property(s) as the result of this Understanding.

**XIV. Execution of Documents:**

LCPS and LCPD agree to execute any document(s) necessary to implement the terms of this Understanding.

**IN WITNESS WHEREOF, the LCPS and the LCPD have caused this Understanding to be executed, said Understanding to become effective upon the date of final approval by the parties hereto.**

LAS CRUCES PUBLIC SCHOOLS

By: Tony S. Deen  
Superintendent CFO/COO

Date: 8-28-15

CITY OF LAS CRUCES

By: [Signature]  
City Manager, City of Las Cruces

Date: 8/26/15

By: [Signature]  
Chief of Police, City of Las Cruces

Date: 8/24/15

Approved as to Form:

[Signature]  
City Attorney

DARE

RECEIVED  
JUN 30 2015  
CITY OF LAS CRUCES  
CITY MANAGER



**LAS CRUCES POLICE DEPARTMENT  
MEMORANDUM**



**Date:** 06/29/2015  
**To:** City Manager Robert Garza  
**From:** Deputy Chief Justin Dunivan *JD*  
**Subject:** Las Cruces School District #2 Contract Services Agreement (CSA No. 14-15-05) Drug Abuse Resistance Education (DARE) Program

This memorandum is in reference to the approval of the Las Cruces School District #2 Contract Services Agreement (CSA No. 14-15-05) Drug Abuse Resistance Education (DARE) Program between the Las Cruces Public Schools and the City of Las Cruces on behalf of the Las Cruces Police Department. This Contract Services Agreement outlines both operational and financial expectations with all entities; and ensures accountability. It also ensures that we continue to maintain a relationship between all entities for operational expenses. It specifically outlines the responsibilities of each entity and ensures consistency.

Please contact me with any questions (575) 635-1905. Thank you.

CC:) Jaime Montoya, Chief of Police *JM 6/29/15*  
Rusty Babington, City Attorney *R 6/30/15*

**LAS CRUCES SCHOOL DISTRICT #2  
CONTRACT SERVICES AGREEMENT (CSA NO. 14-15-05)  
DRUG ABUSE RESISTANCE EDUCATION (DARE) PROGRAM**

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This Agreement is entered into as of the 7<sup>th</sup> day of July 2015, between the Las Cruces School District No. 2 ("the School District") and the City of Las Cruces on behalf of the Las Cruces Police Department (LCPD) ("the Contractor").

1. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the School District hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. **Non-appropriation of Funding.** If the School District's performance under this Agreement depends upon the appropriation of funds, and if the School District does not appropriate the funds necessary for performance, then the School District may provide written notice to Contractor and cancel this Agreement without further obligation except for payment due as mutually agreed for work in progress or completed by the Contractor.
3. **Duties, Term, and Compensation.** The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in SUPPLEMENT A herein which may be amended only upon written, mutual agreement between the parties.
4. **Expenses.** Unless otherwise agreed in writing by the School District, the Contractor's out-of-pocket expenses that are incurred in connection with the performance of the duties hereunder shall be considered inclusive within the terms of SUPPLEMENT A. Expenses for the time spent by Contractor in traveling to and from School District facilities shall not be reimbursable.
5. **Written Reports.** The School District may request that updates on project plans and/or written progress reports be provided by Contractor on a monthly basis. A final written report shall be due at the conclusion of the project and shall be submitted to the School District at such time. The final report shall be in such form and setting forth such information and data as is reasonably requested by the School District.
6. **Inventions.** Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the School District; and the Contractor hereby assigns all right, title, and interest in the same to the School District.

Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by the Contractor in rendering duties to the School District are hereby licensed solely to the School District for use in its operations.

**LAS CRUCES SCHOOL DISTRICT #2  
CONTRACT SERVICES AGREEMENT (CSA NO. 14-15-05)  
DRUG ABUSE RESISTANCE EDUCATION (DARE) PROGRAM**

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7. Confidentiality. The Contractor acknowledges that during the engagement the Contractor will have access to and become acquainted with various information, records and specifications owned or licensed by the School District and/or used by the School District in connection with the operation of its business including, without limitation, the School District's processes, methods, staff/student data, accounts and procedures, etc. The Contractor agrees that the Contractor will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the School District. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the mission of the School District, whether prepared by the Contractor or otherwise coming into the Contractor's possession, shall remain the exclusive property of the School District. The Contractor shall not retain any copies of the foregoing without the School District's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the School District, the Contractor shall immediately deliver to the School District all such files, records, documents, specifications, information, and other items in the Contractor's possession or under the Contractor's control.
  
8. Conflicts of Interest; Non-hire Provision. The Contractor represents that Contractor is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering the Contractor's duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which Contractor does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of the Contractor's productive time, energy and abilities to the performance of the Contractor's duties hereunder as is necessary to perform the required duties within the time period outlined in this agreement or otherwise, in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the School District. The Contractor shall not, directly or indirectly hire any employee of the School District, and no School District employee may be simultaneously employed by the Contractor during the effective period of this agreement.
  
9. Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the School District under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any legal action, and the breach by the Contractor of any of the provisions of this Agreement will cause the School District irreparable injury and damage. The Contractor expressly agrees that the School District shall be entitled to injunctive and other equitable relief in the

**LAS CRUCES SCHOOL DISTRICT #2  
CONTRACT SERVICES AGREEMENT (CSA NO. 14-15-05)  
DRUG ABUSE RESISTANCE EDUCATION (DARE) PROGRAM**

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event of, or in prevention of, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the School District may have for damages or otherwise. The various rights and remedies of the School District under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

10. Termination. The School District may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the School District, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the School District at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

11. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, or agent of with the School District for any purpose. The Contractor is and will remain an independent contractor in the Contractor's relationship to the School District. The School District shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the School District hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

 12. Insurance and Liability. The Contractor, pursuant to the authority conferred by the New Mexico Tort Claims Act, has established a self-funded, self-administered program for General Liability, Auto Liability, and Worker's Compensation claim against the City and its employees under the New Mexico Tort Claims Act. The program is funded at a level believed by management of the City under the Act to be adequate during the term of this Agreement for the SROs in performance of his or her law enforcement duties to provide 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.

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.

**LAS CRUCES SCHOOL DISTRICT #2  
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This Agreement contains the understanding between the Contractor 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.

13. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
14. Choice of Law. The laws of the state of New Mexico shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
15. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in accordance with the rules of the American Arbitration Association. The parties agree that any arbitration proceeding shall be conducted in Las Cruces, New Mexico, and any subsequent judicial filing or review will be filed in the Third Judicial District of New Mexico or in the federal courts of New Mexico. Furthermore, any judgments upon award shall be entered in the courts of New Mexico.
16. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
17. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
18. Assignment and Subcontract. The Contractor shall not assign any of the Contractor's rights under this Agreement, or delegate the performance of any of the Contractor's duties hereunder, without the prior written consent of the School District.
19. Background Checks. The Contractor shall be responsible for complying with the provisions of §22-10A-5 NMSA 1978 requiring two fingerprint cards from employees having unsupervised access to students. The cards shall be submitted to the School District for obtaining the employees' Federal Bureau of Investigation record. Convictions of felonies or misdemeanors contained in the Federal Bureau of Investigation record, if supported by independent evidence, may form the basis for the employment decisions for good and just cause. Records and any related information shall be privileged and shall not be disclosed to any person not directly involved in employment decision of Contractor's employee with unsupervised access to students.



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**SUPPLEMENT A**

**DUTIES, TERM, AND COMPENSATION**

**DUTIES:** The Las Cruces Police Department (LCPD), also known as "Contractor" shall provide the Drug Abuse Resistant Education Program (DARE) to 18 elementary schools throughout the Las Cruces Public Schools District. Core curriculum shall be taught to 5<sup>th</sup> graders providing curriculum to an approximately 1400 students over ten (10) weeks of instructions. Curriculum shall focus on decision-making skills pertaining to safe and healthy lifestyles, respect for others and lifestyles free of violence, substance abuse, and dangerous behaviors, peer pressure, bullying and recognizing risk and avoidance thereof.

For each renewal year, LCPD shall provide LCPS a new cost proposal detailing the program and supply cost to conduct DARE services. Proposal shall reference CSA No.14-15-05 for which a purchase order will be generated upon receipt of the proposal cost for services. The contractor's cost proposal for the initial year of services is enclosed as *attachment 1*. The contractor shall coordinate reasonable logistics with District officials as necessary. Any change to the work must be within the scope of work described herein.

Contractor will report directly to Mr. Stan Rounds, Superintendent Las Cruces Public Schools and/or designee in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the School District and agreed to by the Contractor.

**TERM:** This engagement shall commence upon execution of this Agreement and shall continue in full force through June 30, 2016 or earlier upon completion of the Contractor's duties under this Agreement. Work may be temporarily stopped or delayed due to unforeseen circumstances upon written approval by the Owner. This Agreement may be renewed for one (1) year up to three (3) additional years until June 30, 2019 thereafter upon mutual agreement.

**COMPENSATION:**

As full compensation for the supplies/services rendered pursuant to this Agreement, the School District shall pay the Contractor the sum not to exceed \$13,086.18 for D.A.R.E instructional materials and supplies plus New Mexico Gross Receipt tax. The total payment shall not exceed \$13,086.18 without prior written approval by an authorized representative of the School District. Such compensation shall be payable monthly upon receipt of the Contractor's monthly invoice for services rendered supported by reasonable documentation. Actuals for travel related expenses should be paid by verified receipt of reasonable actual cost. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the contractor at the rate of one and one-half percent per month.

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**NOTE: THE LAST INVOICE FOR THE YEAR (S) MUST BE RECEIVED NO LATER THAN JUNE 15<sup>TH</sup> OF EACH SCHOOL FISCAL YEAR TO AVOID USING NEW YEAR FUNDING.**

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

**City of Las Cruces on behalf of the Las Cruces Police Department**  
CONTRACTOR

\_\_\_\_\_  
Jaime Montoya, Chief of Police

Date: 6/29/15

\_\_\_\_\_  
Robert Garza, City Manager

Date: 4/30/15

for

APPROVED AS TO FORM:  
\_\_\_\_\_  
Rusty Babington, City Attorney

Date: 30 JUNE 2015

**Las Cruces School District No 2**

Finance Department: Tony S. Dora Date: 7-7-15

Principal/ Administrative Head: [Signature] Date: 7-7-15

Purchasing Department: [Signature] Date: 7/7/15

**LAS CRUCES SCHOOL DISTRICT #2  
CONTRACT SERVICES AGREEMENT (CSA NO. 14-15-05)  
DRUG ABUSE RESISTANCE EDUCATION (DARE) PROGRAM**

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**ATTACHMENT 1:**



**LAS CRUCES POLICE DEPARTMENT  
MEMORANDUM**



**Date:** June 24, 2015

**To:** Chief Jaime Montoya; Superintendent Stan Rounds

**From:** Sergeant Joy Mickendrow

**Through:** Lieutenant Rebecca Kinney, Deputy Chief Justin Dunivan

**Subject:** DARE (Drug Abuse Resistance Education) Cost Proposal for 2015/2016 School Year

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This is a request for continued funding for the Las Cruces Police Department DARE Program. LCPD provides service to 18 elementary schools. The core curriculum is taught to 5<sup>th</sup> graders for 10 weeks with additional lessons provided dependent on the needs of the school. For the 2015-2016 school year we are looking at providing instruction to approximately 1,400 students. The number of students varies year to year.

The curriculum taught provides the following:

- Teaches students good decision-making skills focused on leading safe and healthy lives.
- Teaches students to respect others and choose to lead lives free from violence, substance abuse, and other dangerous behaviors.
- Prepares students to act decisively in refusing peer pressure that may harm them or others.
- Identifies options students have to proactively speak up about bullying.
- Helps students recognize risks and how to avoid risky situations.

The department currently has 12 certified DARE instructors:

Sergeant Joy Mickendrow – Coordinator  
Sergeant Robert Benavidez  
Officer Jose Rodriguez  
Officer Chris Carrillo  
Officer Thaddeus Allen  
Officer Tony Bowman

Sergeant Frank Flores  
Sergeant Eric Urenda  
Officer Maurice Hernandez  
Officer Adrian De La Garza  
Officer Manny Melendez  
Officer Carmen Cenicerros

**LAS CRUCES SCHOOL DISTRICT #2  
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**ATCH: CONT'D.**

The majority of officers teach on their duty days with permission from their direct supervision. This allows the teaching to be a part of their normal work week without expending overtime.

In previous years the allotted budget was \$13, 500. Last year we spent \$13,086.18 on the items listed below. This did not include any of the officers' pay. There were 3 schools out of the 18 that we were not able to service due to a conflict with the officer's schedule (FMLA) and the school's schedule.

The price on the books have stayed the same, \$129 for a box of 100. However Spanish books have gone up to the price of \$159 for a box of 100. The price on the certificates has also gone up from \$19 to \$21. DARE T-Shirts usually range around \$6.40 a shirt and prizes vary in price. I have included a brief explanation of expenses from the 2014/2015 school year. I have been able to save some shirts, books, and prizes from this last year for this upcoming year which will help in keeping the expenses under the \$13, 500 allotted.

I respectfully request that the DARE Program continue to be funded. Your consideration in this matter is greatly appreciated.

**DARE Expenses 2014-2015 Budget \$13,500.00**

8-1-14 DARE State In-Service Hotel Rooms Total \$839.43  
8-4-14 DARE Instructor Shirt \$105.00  
8-14-14 DARE Books \$1,876.58  
8-15-14 DARE Items for MOC \$85.48  
11-24-14 DARE Shirts with shipping \$3098.25  
12-12-14 DARE Grad Announcements \$25.12  
3-23-2015 \$2,813.40 Shirts, Prizes, Shipping  
4-21-15 \$755.80 DARE T-Shirts, Prizes, Certs  
5-14-15 \$2,162.77 Instructor Shirts, Prizes, Books  
5-19-15 \$1,324.35 Medals, Pins, Bracelets, DARE Bags

**Updated 6-24-2015 Total \$13,086.18**



# LAS CRUCES POLICE DEPARTMENT MEMORANDUM



**Date:** 06/30/2015  
**To:** City Manager Robert Garza  
**From:** Deputy Chief Justin Dunivan *JD*  
**Subject:** Memorandum of Understanding between the Las Cruces Public Schools Career Education Program and the City of Las Cruces

RECEIVED

JUL 01 2015

CITY OF LAS CRUCES  
CITY MANAGER

This memorandum is in reference to the approval of the Memorandum of Understanding (MOU) between the Las Cruces Public Schools Career Education Program (EXCEL Program) and the City of Las Cruces. The goal of this program is to provide students an opportunity to spend a portion of their school day learning about law enforcement within our department. This MOU is intended to establish a relationship between the Las Cruces Public Schools and the City of Las Cruces Police Department. It specifically outlines the responsibilities of each entity and ensures accountability.

Please contact me with any questions (575) 635-1905. Thank you.

CC: Jaime Montoya, Chief of Police - signed  
Rusty Babington, City Attorney *R*

# **Memorandum of Understanding**

## **Between**

### **Las Cruces Public Schools Career Education Program**

### **And City of Las Cruces on behalf of the Las Cruces Police Department**

I. The purpose and scope of this MOU is to clearly identify the roles and responsibilities of each party as they relate to LCPS students who explore careers within the City of Las Cruces.

II. Background

The Las Cruces Public Schools has worked with the City of Las Cruces for the past 30 years to allow high school juniors and seniors the opportunity to spend a portion of their school day exploring careers available at the City of Las Cruces.

In particular, this MOU is intended to establish a continued relationship whereby high school juniors and seniors may participate in career exploration at the City of Las Cruces while they earn credit at their high schools for EXCEL, EXCEL Plus, and Career Coop.

III. Responsibilities under this MOU

Las Cruces Public Schools shall perform the following activities:

1. Provide periodic supervisions of students while at the worksite.
2. Provide a maximum of two high school credits per semester for the completion of fifteen (15) hours per week of work-based learning.
3. Make school health and accident insurance available to students.
4. Assure that the student placement is made without discrimination by virtue of sex, race, creed, or national origin.
5. Insure that conditions outlined by the U.S. Department of Labor for non-paid training situation under the Fair Labor Standards Act are met.

The City of Las Cruces shall perform the following activities:

1. Insure the student averages fifteen (15) hours per week.
2. Cooperate with supervising teacher to insure a productive learning experience.
3. Provide on-the-job supervision.
4. Instruct student in proper use of equipment and safety procedures in accordance with the Fair Labor Standards Act.
5. Cooperate with supervising teacher to insure exemption requirements of the Fair Labor Standards Act are met prior to allowing student operation of potentially hazardous equipment.
6. Provide an environment free for all types of harassment based on protected groups as defined in Title VII of the Civil Rights Act of 1964.
7. Notify the LCPS Career Education Office, (575) 527-6050, for any reason the student is subject to written disciplinary action, is dismissed from the job, or fails to attend regularly.

#### IV. Insurance and Liability

1. As public bodies, the City of Las Cruces is self-insured, and the Las Cruces Public Schools shall carry and maintain in full force during the term of this MOU comprehensive liability insurance, consistent with the minimum limits and scope of coverage provided under the New Mexico Tort Claims Act. The Las Cruces Public Schools' coverage shall insure the school district and all program participants pursuant to the New Mexico Public School Insurance Authority Act, NMSA 1978 Section 22-29-1 to 22-29-11.
2. In entering this MOU, the Las Cruces Public Schools and the City of Las Cruces, respectively, shall each be responsible for claims of liability incurred as a result of its own acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1. Et seq., NMSA 1978 as amended. This paragraph is intended only to define the liabilities between the Parties hereto and it is not intended to modify, in any way, the Parties' immunities or defenses to liability as governed by common law or the New Mexico Tort Claims Act. No

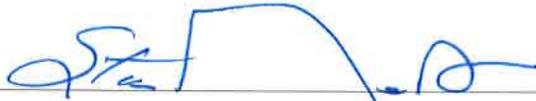
provision in this MOU modifies and/or waives any provision of the New Mexico Tort Claims Act.

V. It is mutually understood by the parties that:

Students who do not comply with the requirements of the career exploration program or the rules and regulations of the worksite will be terminated from the program.

VI. Effective Date and Signatures

This MOU shall be effective upon the signature of authorized officials. Las Cruces Public School and the City of Las Cruces indicate agreement with this MOU by their signatures and shall terminate on August 1, 2016.



Stan Rounds, Superintendent and authorized representative for the Las Cruces Public Schools

8/4/15

Date



Jaime Montoya, Chief of Police of the Las Cruces Police Department

8/2/15

Date



for Robert L. Garza, P.E., City Manager and authorized representative for the City of Las Cruces on behalf of the Las Cruces Police Department

7/2/15

Date

APPROVED AS TO FORM:

  
City Attorney