



THE BOARD OF TRUSTEES (BOT) OF THE TOWN OF MESILLA WILL HOLD A SPECIAL MEETING AT THE MESILLA TOWN HALL, 2231 AVENIDA DE MESILLA.

TUESDAY, MAY 31, 2022, AT 2:00 P.M.

AGENDA

- 1. PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL & DETERMINATION OF A QUORUM**
- 3. CHANGES TO THE AGENDA & APPROVAL**
- 4. PUBLIC INPUT – The public is invited to address the Board for up to 3 minutes.**
- 5. EXECUTIVE SESSION**
 - a) Pursuant to NMSA 1978 Chapter 10-15-1(H)(2): Discussion limited to the hiring of someone in the Utility Clerk-Receptionist Position
- 6. NEW BUSINESS**
 - a) **Approval:** Hiring of the Utility Clerk-Receptionist
 - b) **Approval:** Service Agreement between the Las Cruces Public School District and the Town of Mesilla for School Resource Officer Services
- 7. UNFINISHED BUSINESS**
 - a) **Presentation:** Fiscal Year 2022-2023 Budget
 - b) **Approval:** Interim Fiscal Year 2022-2023 Budget
- 8. ADJOURNMENT**

NOTICE

If you need an accommodation for a disability to enable you to fully participate in the hearing or meeting, please contact us at 524-3262 at least one week prior to the meeting. The Mayor and Trustees request that all cell phones be turned off or set to vibrate. Members of the audience are requested to step outside the Board Room to respond to or to conduct a phone conversation. A copy of the agenda packet can be found online at www.mesillanm.gov.

Posted 05.27.2022 online and at the following locations: Town Clerk's Office 2231 Avenida de Mesilla, Public Safety Building 2670 Calle de Parian, Mesilla Community Center 2251 Calle de Santiago, Shorty's Food Mart 2290 Avenida de Mesilla, Ristrammn Chile Co., 2531 Avenida de Mesilla and the U.S. Post Office 2253 Calle de Parian.

TOWN OF MESILLA & LAS CRUCES PUBLIC SCHOOLS

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SERVICE AGREEMENT

**SCHOOL RESOURCE OFFICER and COMMUNITY SERVICES OFFICER
SERVICES**

This Agreement is made, this 20th day of July, 2022, by and between the LAS CRUCES PUBLIC SCHOOL DISTRICT (hereinafter "School District"), and the TOWN OF MESILLA on behalf of the MESILLA MARSHAL'S DEPARTMENT (hereinafter "Mesilla Marshal's Department") as follows:

WITNESSETH:

WHEREAS, the Mesilla Marshal's Department agrees to provide the School District a School Resource Officer (SRO) Program in the School District; and

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

WHEREAS, it is understood by both parties that the role of the SRO is to improve school safety and avoid inappropriate referrals to law enforcement; and

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

The School District agrees to reimburse the TOWN OF MESILLA for the cost of the SRO Program on a flat fee basis of \$ 106,469. The fee shall be paid in nine 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

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- A. The SROs shall be employees of the Mesilla Marshal's Department and shall be subject to the administration, supervision, and control of the Mesilla Marshal's Department.
 - B. The SROs shall be subject to all personnel policies and practices of the Mesilla Marshal's Department except as such policies or practices may be modified by the terms and conditions of this Agreement.
 - C. The Mesilla Marshal's 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 Marshal assign a different officer as the SRO for that school.
 - E. One SRO shall be assigned to Zia Middle School and One SRO shall be assigned to Rio Grande Preparatory Institute. This current Agreement relates to (2) SRO positions.
 - F. The School District shall provide office space, office supplies, and access to a computer with internet access.

3. Duty Hours

- A. The SROs shall spend the majority of their hours at schools, it is the intent of the parties that the SROs duty hours shall conform to the school day, student lunch schedule, and calendar. The School District requires law enforcement presence at Rio Grande Preparatory Institute (2) hours in the morning, (1) hour at lunch and (2) hours in the afternoon.
- 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 Mesilla Marshal's Department, LCPS Director of Public Safety, and the principal of the school to which the SRO is assigned. The Mesilla Marshal's Department will assign another SRO or qualified officer, if available, to substitute for the SRO who is absent.

D. In the event and SRO is required to leave their assigned school during a work day, the SRO shall notify his or her supervisor in the Mesilla Marshal's 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 20th day of July, 2022, and ending on the 2nd day of June, 2023, 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 SROs 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 student's 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 Mesilla Marshal's Department, to the Director of Public Safety, 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. Law enforcement approaches (such as arrest, citations, ticketing, or court referrals) shall be used only as a last resort, handled in a confidential and non-disruptive manner when possible, and never to address instances of non-violent behavior that do not pose a serious and immediate threat to school safety.
- J. The disciplining of students is a School District responsibility, and the SRO will only assist when requested by the principal for safety concerns. Except for such requests, the SRO shall not become involved in routine school disciplinary matters, such as tardiness, loitering, use of profanity, dress code violations, and disruptive or disrespectful behaviors.
- 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 Mesilla Marshal's Department or other agencies 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 SROs will share information with the principal or his/her designee about persons and conditions that pertain to campus safety concerns.
- M. The SROs 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 SROs and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- O. The SROs 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.

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- P. The SROs 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.
- R. The Mesilla Marshal's Department, in coordination with the School District shall provide training and support to the SRO on: LCPS policies, regulations, and procedures (i.e. positive behavior supports, restorative practices), how to distinguish between, and appropriately respond to, disciplinary infractions versus major threats to safety or serious criminal conduct; how to engage students and how to support positive, productive behaviors; basic childhood and adolescent development; age-appropriate responses; disability issues; conflict resolution and de-escalation techniques; bias-free policing; and identification of and referral for services for those students exposed to trauma and violence. Training shall be provided on a regular schedule as determined by the School District and the Mesilla Marshal's Department.
- S. The SRO shall provide reports and data to the School District, as requested by the School District, for use in analyzing the effectiveness of intervention policies. Such data may include school-based arrests, citations, searches, and referrals to law enforcement or court.
- T. The SRO shall participate in any School District training regarding the restraint and seclusion law, NMSA 1978, § 22-5-4.12.
- U. This Agreement is subject to the Board of Education Policy JB, Access to Education and Protections for Immigrant Students. All provisions of that policy must be followed, including the requirement that there shall be no enforcement of federal immigration law on District property.

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6. Chain of Command

- A. As employees of the Mesilla Marshal's Department, SROs will be subject to the chain of command of the Mesilla Marshal's Department.
- B. In the performance of their duties, SROs shall coordinate and communicate with the LCPS Director of Public Safety 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 Mesilla Marshal's 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.

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- 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 TOWN OF MESILLA, 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 TOWN OF MESILLA and its employees under the New Mexico Tort Claims Act. The program is funded at a level believed by management of the TOWN OF MESILLA 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. § 414-19 (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 of 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. SS 41-4-1 et seq. (1978), as the same may be amended or recodified from time to time.

This Agreement contains the understanding between TOWN OF MESILLA 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.

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

For the TOWN OF MESILLA:



Mesilla Marshal

MESILLA MARSHAL'S DEPARTMENT

For the LAS CRUCES PUBLIC SCHOOLS:

Superintendent

LAS CRUCES SCHOOL DISTRICT #2

TOWN OF MESILLA MAYOR

Approved as to form:

TOWN OF MESILLA Attorney

TOWN OF MESILLA

SCHOOL DISTRICT Attorney

LAS CRUCES PUBLIC SCHOOLS