



Doña Ana County

Legal Department

P.O. Box 2528 • Las Cruces, NM 88004 • (505) 647-7225 • Fax (505) 647-7232

July 23, 2002

Gadsden Independent School District
PO Drawer 70
Anthony, NM 88021

Re: Doña Ana County Contract Renewal 2K-0253-R2

Dear Sir or Madame,

Attached you will find a fully signed original of the contract renewal with Doña Ana County and Gadsden Independent School District. Our county manager has signed and dated the contract renewal. Please find the enclosed signed original for your files.

Thank you for your services under this renewal.

Sincerely,

A handwritten signature in cursive script, appearing to read "Naomi Crislip".

Naomi Crislip
Doña Ana County Attorney's Office

Attachment

CONTRACT DAC 2K-0251-R2

**RENEWAL OF CONTRACT BETWEEN DONA ANA COUNTY
AND GADSDEN INDEPENDENT SCHOOL DISTRICT BOARD
FOR THE SCHOOL RESOURCE OFFICER PROGRAM**

This Agreement renews the School Resource Officer Program Agreement, DAC contract 2K-0251 (the "original agreement"), effective from July 1, 2000 through June 30, 2001, between the County of Dona Ana, hereinafter referred to as "County," and Gadsden Independent School District Board, hereinafter referred to as "District."

WHEREAS the under original agreement the County is to would provide four (4) Deputy position ("SRO positions") to the District for law enforcement and related services within the Gadsden Independent Schools under the School Resource Officer Program; and,

WHEREAS, paragraph one of the original agreement provides an option to renew under its terms and conditions annually based upon mutual acceptance under the condition of the "original agreement" and,

WHEREAS, the parties hereto wish to extend the original agreement under its terms and conditions through the end of the present fiscal year,

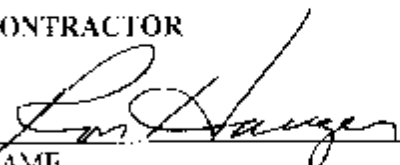
NOW THEREFORE, it is hereby agreed by and between the parties that the original agreement shall be renewed for a new period of performance from July 1, 2002, through June 30, 2003. All portions of the original agreement not inconsistent herewith shall remain in force. This renewal document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

DOÑA ANA COUNTY



David R. King, County Manager

CONTRACTOR



NAME

Date 7/22/02

Date 7-15-02

**MEMORANDUM OF AGREEMENT
BETWEEN DOÑA ANA COUNTY SHERIFF'S DEPARTMENT
AND THE GADSDEN INDEPENDENT SCHOOL DISTRICT BOARD
FOR THE SCHOOL RESOURCE OFFICER PROGRAM.**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into this 23rd day of May, 2000, by and between the Gadsden Independent School Board (herein after referred to as the "School Board"), and Doña Ana County on behalf of its Sheriff's Department, (hereinafter referred to as the "County"):

WHEREAS, the School Board and the County desire to provide Law Enforcement and related services to the Gadsden Public Schools of Doña Ana County; and

WHEREAS, a School Resource Officer program has been proposed for the Gadsden Public School system of Doña Ana County, New Mexico and particularly to the students of the Gadsden Public School System of Doña Ana County, New Mexico; and

WHEREAS, the Doña Ana County Sheriff is making application for a COPS in Schools ("CIS") law enforcement grant which would provide funding for four additional Sheriff's Deputy positions to be used in the School Resource Officer program;

WHEREAS, it is in the best interests of the School Board, the County, and the citizens of Doña Ana County that the School Resource Officer program be established.

NOW, THEREFORE, upon the contingency that the CIS grant is awarded to the Doña Ana County Sheriff providing for the four additional Deputy positions, and in consideration of the mutual promises and covenants herein contained, the School Board and the County hereby agree as follows:

1. Term: A School Resource Officer Program is hereby established in the Gadsden Public School System of Doña Ana County, New Mexico, for one year from: July 1, 2000 to June 30, 2001. This Agreement may be renewed annually thereafter.
2. Rights and Duties of the County: The County shall provide School Resource Officers (herein after referred to as "SRO's") as follows:
 - A. Number of School Resource Officers:
 - 1) The County shall assign one regularly employed Deputy Sheriff to each of the following schools:
 - Gadsden High School
 - Santa Teresa High School
 - Chaparral Middle School

One Deputy as a rover between these schools to assist with problems at the various schools.

- 2) The County will continue the D.A.R.E. (Drug Abuse Resistance Education) and the G.R.E.A.T. (Gang Resistance Education and Training) programs at all the elementary and middle schools within the County.
- 3) The County shall assign one full-time supervisor to oversee the Deputy Sheriffs assigned above and to perform scheduled or non-scheduled visits to middle and high schools.

B. Regular Duty Hours of School Resource Officers: Each SRO shall be assigned to a school on a full-time basis of eight (8) hours on those days and during those hours that the school is in regular session. The SRO may be temporarily reassigned by the Sheriff during school holidays and vacations, or during the period of police emergency.

C. Duties of School Resource Officer:

- 1) The SRO shall act as an instructor for specialized, short-term programs at the middle and high schools, when invited to do so by the principal or member of the faculty.
- 2) The SRO shall coordinate all of his/her activities with the principal and staff members concerned and will seek permission, advice, and guidance prior to enacting any program within the school.
- 3) The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include a basic understanding of the laws, the role of a Deputy Sheriff and the Sheriff's Department mission.
- 4) The SRO shall encourage individual and small group discussions with students, based upon material presented in class to further establish rapport with the students.
- 5) When requested by the principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.
- 6) The SRO shall become familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty, and staff of the school.
- 7) The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student unrest.
- 8) Should it become necessary to conduct formal police interviews with the students, the SRO shall adhere to School Board policy.

police policy, and legal requirements with regard to such interviews.

- 9) The SRO shall take law enforcement action as required. As soon as practical the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law.
- 10) The SRO shall give assistance to other police officers and Deputy Sheriffs in matters regarding his/her school assignment, whenever necessary. The SRO shall whenever possible, participate in and/or attend school functions.
- 11) The SRO may be assigned investigations relating to runaways, thefts, and vandalism, etc., provided such investigations relate to the students attending the school to which the SRO is assigned.
- 12) The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer program, and shall submit other reports of an instructional nature as required by the principal and staff.
- 13) The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. School Resource Officers are not to be used for regularly assigned lunch room duties, hall monitors or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is solved.
- 14) The parties understand that the safety and security of Doña Ana County takes precedence over the SRO duties under this Agreement. Therefore the assigned SROs may be called away from their SRO duties as the safety and security of the County require. The County Sheriff will advise the School District at the earliest opportunity of any such occurrence.

3. Rights and Duties of the School Board: The School Board shall provide to the full-time SRO of each high school and middle school the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:
 - A. Access to an air conditioned and properly lighted private office which office shall contain a telephone which may be used for general business purposes.
 - B. A location for files and records which can be properly locked and secured.
 - C. A desk with drawers, a chair, filing cabinet and office supplies.
 - D. Access to a typewriter and/or secretarial assistance.

4. Financing of the School Resource Officer Program:
 - A. If funding is obtained through the Cops in Schools Program the County will pay for the Deputies salaries and be reimbursed by the U.S. Department of Justice, Office of Community Oriented Policing Services.
 - B. The County Agrees to pay for the School Resource Officers uniforms and new equipment which is a cost of \$6,000.00
 - C. The School Board agrees to supply the Sheriff's Department with two patrol units which will be assigned to two of the SRO's at a cost of \$28,000.00.

4. Employment Status of School Resource Officer: School Resource Officers shall remain employees of the Doña Ana County Sheriff's Department, and shall not be employees of the Gadsden Independent School Board. The School Board and the Sheriff acknowledges that the School Resource Officers shall remain responsive to the chain of command of the Doña Ana County Sheriff's Department.

5. Appointment of School Resource Officers:
 - A. The Doña Ana County Sheriff's Department and the School Administration Personnel Department shall appoint two members each to a School Resource Officer Personnel Board, which shall have as its sole function the recruitment, interviewing and evaluation of School Resource Officers. The personnel Board shall meet as necessary and shall conduct oral examinations of SRO applicants.
 - B. SRO applicants must meet the following requirements:
 - 1) The applicant must be a volunteer for the position of School Resource Officer.
 - 2) The applicant must be a Certified Deputy Sheriff with a minimum of two (2) years of law enforcement experience.
 - 3) Among additional criteria for consideration by the School Resource Officer Personnel Board are job knowledge, experience, training, education, appearance, attitude, and communication skills.
 - 4) The names of any applicants receiving a favorable recommendation from the School Resource Officer Board (which recommendation shall follow only upon a majority vote of the Personnel Board), shall be forwarded to the Sheriff who shall appoint Deputy Sheriff's from the list of those recommended.
 - 5) Any SRO may transfer to any school when a vacancy occurs provided:
 - a. Principal agrees with transfer.
 - b. SRO supervisor agrees with transfer
 - c. Approval by the Sheriff.

7. Dismissal of School Resource Officer; Replacement:
 - A. In the event the principal of the school to which the SRO is assigned

determines that the SRO is not effectively performing his/her duties and responsibilities the principal shall recommend to the school's Superintendent that the SRO be removed from the program at his/her school and shall state the reasons therefore in writing. Within a reasonable time after receiving the recommendation from the principal, the Superintendent or his/her designee shall advise the Sheriff or his/her designee of the principal's request. If the Sheriff so desires, the Superintendent and Sheriff or their designees, shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present. If, within a reasonable amount of time after commencement of such mediation the problem cannot be resolved or mediated or in the event mediation is not sought by the Sheriff, then the SRO shall be removed from the program at the school and a replacement shall be obtained.

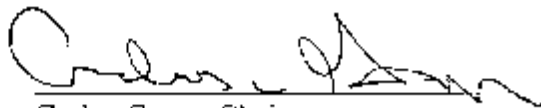
- B. The Sheriff may dismiss or reassign an SRO based upon County and Department Rules and Regulations and when it is in the best interest of the people of Doña Ana County.
- C. In the event of the resignation, dismissal or reassignment of an SRO, or in the case of long term absences by an SRO, the Sheriff shall provide a temporary replacement for the SRO within 30 school days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practical, the Personnel Board shall recommend a permanent replacement for the SRO position.
- D. Transfer will not be permitted during the school year, except under emergency circumstances. SRO's requesting a transfer to a new school should submit a request in writing. Transfers shall be subject to approval as described in Paragraph G, Section 5.

- 7. Evaluation of the Program/Grant Project. One representative each of the School District and the Doña Ana County Sheriff will conduct an annual evaluation of this program and will submit a summary of activities and suggested program modifications to the parties not less than thirty (30) days prior to the annual renewal of this Agreement and request for continued CIS grant funding.
- 8. Termination of this Agreement: If either party to this agreement desires to terminate its interests in this Agreement, it may do so by giving ninety (90) days advance written notice to the other party of this Agreement, otherwise the Agreement shall be in full force and effect for the term of this Agreement as outlined in paragraph 1, above.
- 9. Address for Notice: Notices required under this Agreement shall be made to the following addresses, except as changed by written notice to the other party:
 - County of Doña Ana, N.M. Superintendent
 - c/o County Sheriff Gadsden Independent Schools

10. Good Faith: The School Board, the Sheriff, their agents and employees agree to cooperate in Good Faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Sheriff, or their designees.
11. Modification: This document constitutes the full understanding of the parties and no terms, condition, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be changed.
12. Non Assignment: This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the School Board and the Sheriff is obtained.
13. Merger: This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those Terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized Officers.

COUNTY OF DOÑA ANA



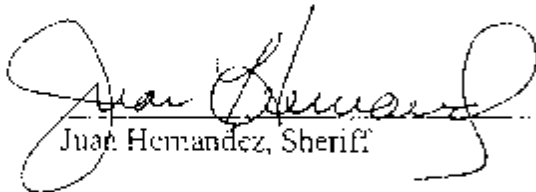
Carlos Garza, Chairman
Board of County Commissioners

GADSDEN INDEPENDENT SCHOOL
BOARD



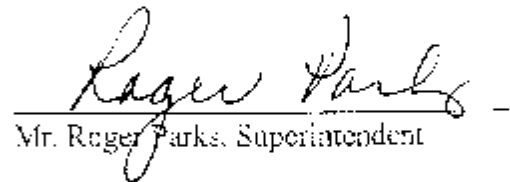
Chairman

DOÑA ANA COUNTY SHERIFF



Juan Hernandez, Sheriff

GADSDEN INDEPENDENT SCHOOL
DISTRICT



Mr. Rager Parks, Superintendent