

**Alamogordo Public Schools
1211 Hawaii
Alamogordo, NM 88310
Phone #575-812-6000**

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into on the first day of July 01, 2023, by and between the CITY OF ALAMOGORDO, a New Mexico municipal corporation (City), and the ALAMOGORDO PUBLIC SCHOOL DISTRICT (District), through the ALAMOGORDO SCHOOLS' BOARD OF EDUCATION.

WHEREAS, THE City and District desire to enter into an agreement for the purpose of providing safety and security at the secondary schools and other law enforcement related functions and school activities.

IT IS THEREFORE AGREED BY THE PARTIES:

1. The City shall provide two (2) full-time certified, experienced, uniformed Police Department Officers to be stationed at the secondary schools during the upcoming 2023 - 2024 school year. These officers are assigned and shall be supervised by the Community Relations Supervisor of the Alamogordo Police Department. These officers are herein referred to as School Resource Officers (SRO).
2. During the time period that the regular school year is not ongoing, these officers will perform other law enforcement related duties.
3. The District may still request additional uniformed services from the City when the need arises. The request for these events needs to originate from the APS Superintendent, APS Chief of Safety and Security, APS Athletic Director, APS Security Supervisor, or other Superintendent designee. These additional requests are for special activities and functions, including but not limited to the following:
 - A. Sporting Events
 - B. Graduation
4. These uniformed SROs are law enforcement personnel who will provide safety, security and other law enforcement related duties during the school year. The SROs intent is not to be policy enforcement officers for the District. It is intended to provide a positive atmosphere in the spirit of the community-policing concept. This agreement does not limit the District, at any time, from hiring other personnel for the purpose of security.

5. The District will provide office space at all secondary schools for the sole use of the assigned SRO's. Said office space shall contain adequate amenities to include heating, cooling, dedicated telephone(s) and access to District server for purpose of access to Alamogordo Police Department reporting and/or e-mail systems.
6. The compensation of these SRO positions is to be paid mutually and reflects approximately 50% of the total costs for the City of Alamogordo and the Alamogordo Public School District. The City shall, prior to July 1, 2023, determine the two officers' annual salaries, benefits and any other agreed upon costs; i.e., overtime. In the event a workman's compensation claim is made, the workman's compensation will be solely the responsibility of the City of Alamogordo.

For this contract period, the District will reimburse the City in the amount of \$ 84,698.99. The costs will initially be paid by the City, and reimbursement shall be in quarterly installments from the District on September 1, 2023; December 1, 2023; March 1, 2024 and June 1, 2024.

7. Should the need arise for specialized training, special days off, or leave during the school year, the SRO will be responsible for notifying their respective APD supervisor and the APD supervisor will be responsible for notifying the respective school administration and the APS Chief of Safety and Security. During these absences, a substitute SRO may be provided, if staffing levels allow. When a substitute SRO is not provided the school shall contact APD for assistance.
8. The Alamogordo Police Department shall provide a monthly SRO activity report by school site where SROs are assigned. The report is a statistical report obtained from crimes reported, arrests, juvenile referrals, accidents, traffic and non-traffic citations issued, school requested overtime assignments and any other information the Department would deem worthy of reporting. The report will not include information not to be released under current legal guidelines. The report will be submitted to the APS Chief of Safety and Security no later than the 15th of each month.
9. The School shall provide SRO's access to the District video surveillance system as permitted by law. Currently, District shall allow officers to view law enforcement related incidents on the system and obtain copies of those incidents for investigational purposes by a duly authorized subpoena or court order.
10. The terms of this Contract, and any subsequent renewal thereof, are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and the New Mexico Department of Education for the performance of this Contract. If sufficient appropriations and authorizations are not made by the Legislature, this Contract shall terminate, without any penalty or damages whatsoever against the District, upon written notice being given by the District to Contractor. The District's decision as to whether sufficient appropriations and authorizations are available shall be accepted by Contractor and shall be final.

11. In the event staffing shortages prevent the Alamogordo Police Department from fulfilling the terms of this contract concerning staffing, the District and City will meet to negotiate a decrease in cost for services.
12. If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable. Should any part of this Contract be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Contract should not invalidate the remaining portions thereof, and they shall remain in full force and effect.
13. The District and the City are the only parties to this Contract. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Contract.
14. As between the parties, each party will be solely responsible for liability arising from personal injury, including death, or damage to property arising from the act or failure to action of the respective party or of its officials, agents and employees pursuant to this Agreement. Any and all claims by third parties resulting from this Agreement are subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.
15. Within 60 days after the effective date of this agreement, the Chief of Safety and Security, school administration and the Community Relations Supervisor shall meet to outline work duties of the SROs of the 2023-2024 school year.
16. This Agreement for Services shall become effective on July 1, 2023 and continue through June 30, 2024.

Alamogordo Public School District

City of Alamogordo

Board of Education President

City Manager

Date: _____

Date:

ATTEST:

ATTEST:

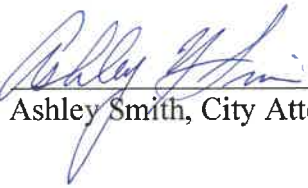
Board of Education Secretary

Alamogordo City Clerk

Date: _____

Date: _____

APPROVED AS TO FORM:



Ashley Smith, City Attorney