

WORK SESSION AGENDA

Monday, November 23, 2020 at 1:00 PM

Mayor Ken
Miyagishima

Mayor Pro Tem
Kassandra Gandara

Councilors
Tessa Abeyta-Stuve
Gabe Vasquez
Johana Bencomo
Gill Sorg
Yvonne Flores



City of Las Cruces
MOUNTAINS OF OPPORTUNITY

CITY HALL
P.O. BOX 20000
LAS CRUCES, NM
88004

700 N. Main St.
PHONE (575) 541-
2067

Remotely via Zoom
View meetings live at
lascruces.civicweb.net

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Council Work Session Summary

Meeting: Work Session - Nov 23 2020

TITLE: MOBILE INTEGRATED HEALTH.

PURPOSE(S) OF DISCUSSION: ☒ Inform/Update ☐ Direction/Guidance ☐ Legislative
Development/Policy

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Local fire departments provide fire-based emergency medical services (EMS) to respond to 9-1-1 calls, as is the case with Las Cruces Fire Department (LCFD). Fire-based EMS aims to provide emergency evaluation, treatment, stabilization, and, if needed, transport to the point of definitive care. EMS services are being accessed across the United States through 9-1-1 for non-emergent needs with increasing frequency. People use these 9-1-1 services because they lack access to healthcare providers and other resources. However, this 9-1-1 use decreases resource availability to respond to higher acuity calls and lengthens response times to other critical emergencies. LCFD's mission is to provide compassionate care and dedication to all emergency calls. There is an intense desire within LCFD to help individuals who call 9-1-1 frequently to access healthcare without any acute life-threatening condition. Our Mobile Integrated Healthcare program has recognized that addressing high utilizing individuals is an essential strategy for managing 9-1-1 response, healthcare costs, and providing these individuals a better quality of life.

PLAN(S):

Department Strategic Business Plan

COMMITTEE/BOARD REVIEW:

None



Council Work Session Summary

Meeting: Work Session - Nov 23 2020

TITLE: LIMITED ENGLISH PROFICIENCY PLAN.

PURPOSE(S) OF DISCUSSION: ☒ Inform/Update ☐ Direction/Guidance ☐ Legislative
Development/Policy

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The purpose of the Limited English Proficiency Plan (LEP) is to enhance awareness of the need and methods the City uses to ensure LEP persons have meaningful access to Federally assisted programs; ensure implementation of language access; and comply with the requirements and regulations of Title VI of the Civil Rights Act of 1964, in a consistent and effective manner across the City's programs, services, and activities.

SUPPORT INFORMATION:

[City of Las Cruces Limited English Proficiency Plan - 2020](#)



Limited English Proficiency Plan



Last Update: 9-20/ge

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Limited English Proficiency (LEP) Policy

The City of Las Cruces (City) will take reasonable steps to ensure that LEP persons have meaningful access and an equal opportunity to participate in the City’s programs, services, and activities.

The policy of the City is to ensure meaningful communication with LEP persons accessing the City’s programs, services, and activities. The policy also provides for communication of information contained in identified vital documents. All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the LEP person being assisted.

Language assistance will be provided through use of competent bilingual staff, interpreters, contractors or formal arrangements with organizations providing interpretation and/or translation services, or technology and telephonic interpretation services.

All staff will be provided notice of the LEP policy and staff that may have direct contact with LEP persons will receive training in effective communication techniques, including the effective use of an interpreter.

The City will conduct a regular review of the language access needs of the LEP population, as well as update and monitor the implementation of this policy and the LEP Plan, as necessary.

Ifo Pili
City of Las Cruces, City Manager

Date

Introduction

The City is committed to providing equal opportunity in all programs, services, and activities to ensure full compliance with all civil rights laws, including Title VI of the 1964 Civil Rights Act.

Title VI of the Civil Rights Act of 1964 is the Federal law which protects individuals from discrimination based on their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who have limited English proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

In accordance with Federal guidelines, the City will make reasonable efforts to provide or arrange free language assistance for LEP persons.

History

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, provides that no person shall "on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." Section 602 authorizes and directs Federal agencies that are empowered to extend federal financial assistance to any program or activity "to effectuate the provisions of [section 601] * * * by issuing rules, regulations, or orders of general applicability." 42 U.S.C. 2000d-1. To ensure compliance with Title VI of the Civil Rights Act recipients are required to take reasonable steps to ensure LEP persons have meaningful access to the recipient's programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary.

In 2000 President George W. Bush signed Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency". The Executive Order requires Federal agencies to examine the services they provide, identify any need for services to those with limited LEP, develop and implement a system to provide those services so LEP persons can have meaningful access.

Purpose

The purpose of the City's LEP Plan is to enhance awareness of the need and methods to ensure the LEP persons have meaningful access to Federally assisted programs; ensure implementation of language access, and comply with the requirements and regulations of Title VI of the Civil Rights Act of 1964, in a consistent and effective manner across the City's programs, services, and activities.

All employees are to ensure that the public is treated with dignity and respect, identify language needs of LEP persons, and utilize bilingual resources to assist LEP persons when needed.

Four Factor Analysis

Recipients of Federal funding are required to take reasonable steps to ensure meaningful access to LEP persons. This "reasonableness" standard is intended to be flexible and fact dependent. It is also intended to balance the need to ensure meaningful access by LEP persons to critical services, while not imposing undue financial burdens on small businesses, small local governments, or small nonprofit organizations.

The City completed a Four Factor Analysis using the following factors:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee,
2. The frequency with which LEP persons come into contact with the program,
3. The nature and importance of the program, services and activities provided, and
4. The resources available to the grantee/recipient and costs.

Number and Proportion of LEP Persons

The United States Census Bureau's American Community Survey (ACS) has two classifications of how well people speak English. These classifications include "very well" and "less than very well." When considering the number of LEP persons, the City took into consideration whether minor children in City programs have LEP parent(s) or guardian(s) with whom the City may need to interact. For the purpose of this analysis, an "LEP Threshold Population" was defined as any one group constituting at least 5% of the total population, or 1,000 people (whichever is less) that speak English "less than very well."

Data for Dona Ana County suggests that 48.30% of the population speak English only, where 51.70% speak languages other than English. Of these other languages spoken at home, only Spanish-speaking households represent more than 5% of Dona Ana County's total population and have a population of more than 1,000. Of the 49.62% Spanish-speaking households 14.80% speak English less than "very well".

Data for the City suggests that 61.40% of the population speak English only, where 38.60% speak languages other than English. Of these other languages spoken at home, only Spanish-speaking households represent more than 5% of the City's total population and have a population of more than 1,000. Of the 35.50% of Spanish-speaking households 7.90% speak English less than "very well".

As a reference, the most spoken languages present within Dona Ana County and the City include Spanish, Navajo, Keres, Zuni, German, and French.

Table 1

Dona Ana County, New Mexico Population Five Years and Older				
	Total	Languages other than English	Speak English less than "very well"	Percent Speak English less than "very well"
Population 5 and Over	199,100	102,870	30,792	15.50%
Spanish	98,792		29,533	14.80%
Other Indo-European languages	1,313		291	0.10%
Asian and Pacific Island languages	1,261		392	0.20%
Other languages	1,504		576	0.30%

Source: U.S. Census: American Community Survey Data Set: 2017, ACS 5-Year Estimates Data Profiles, Table DP02

Table 2

Las Cruces, New Mexico Population Five Years and Older				
	Total	Languages other than English	Speak English less than "very well"	Percent Speak English less than "very well"
Population 5 and Over	94,175	36,309	8,243	8.80%
Spanish	33,457		7,402	7.90%
Other Indo-European languages	825		190	0.20%
Asian and Pacific Island languages	1,014		296	0.30%
Other languages	1,013		355	0.40%

Source: U.S. Census: American Community Survey Data Set: 2017, ACS 5-Year Estimates Data Profiles, Table DP02

Frequency of Contact with LEP Persons

The City will use various methods to determine frequency of contact with LEP persons. Examples include:

- Current and past experience with LEP persons encountered by staff. The number and type of such encounters will be periodically tabulated and analyzed to determine the breadth and scope of the language services required.
- "I Speak____" cards and/or posters to determine and document the need for language services during routine activities and encounters. (Appendix A)
- Tracking Free Interpreter/Translator services through use of a centrally located Excel spreadsheet

Types of Language Services Available

The City will take any reasonable steps necessary to provide LEP persons meaningful access to all City programs, services or activities. Language assistance will be provided for LEP persons through translation of vital documents as well as through oral interpretation in person and/or by telephone.

The data collected on various language groups within Dona Ana County and the City indicate Spanish as the most spoken language other than English for whom interpretation and translation services may be needed.

It is the intent of the City, in providing services to LEP persons, to achieve a balance that ensures meaningful access to the City's programs, services or activities while not incurring undue burdens on the City's resources.

The City will explore the most cost-effective means of delivering competent language services before limiting services due to resource limitations or concerns. In the process of deciding which services shall be provided, the City will document the process used in arriving at the determination of which services are to be provided to which group.

Procurement of Interpretation and Translation Services for LEP Persons

The following methods of providing interpretation and translation services shall be considered and used based upon Four-Factor Analysis for the City:

1. Contracting with qualified interpreters and translators either individually or through an organization which provides such persons. This is essential when accuracy and details are important or critical.

Agenda Item #3.2.

2. Utilizing and developing bilingual staff offers one of the best and most economical options to serve LEP persons. This is useful when interpretation needs are regular and ongoing, and when the importance of the encounter may be less than that required in legal action.
3. Using telephone or video conferencing interpreter services. This is useful when prompt delivery of interpretation services is required.
4. Using family members or friends. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and **after** the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the City. Such an offer and the response will be documented. There may be some situation where this is not suitable, in others it may be useful when language service needs are less important or informal. Children will **not** be used to interpret, to ensure confidentiality of information and accurate communication.

LEP individuals wishing to provide his/her own interpreter/translator will be asked to complete a Waiver of Interpretation/Translation Services Form. (Appendix B)

Vital Documents

The City will arrange for translation of Vital Documents when necessary to ensure meaningful access by LEP persons. New Vital Documents will be translated into Spanish and other languages identified as appropriate by the City's LEP Plan at the same time or shortly after publication of the document in English.

Existing Vital Documents will be translated on an ongoing basis prioritized based on the LEP population percentage, the importance of the document(s), and the program, services or activity.

Upon request from an LEP person for translation of a Vital Document into a language that has not already been prepared, arrangements will be made for the translation of the document if it can be reasonably accomplished on a timely basis, or take reasonable steps to provide sight translation or other meaningful communication of the document as appropriate.

Examples of Vital Documents include:

- Documents that require a signature
- Signs in reception areas and other points of initial entry
- Statements about the services, programs, or activities available and the right to free language assistance, and other materials routinely disseminated to the public

Whether or not a document (or the information it solicits) is "Vital" may depend on the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

Safe Harbor

As found in the Federal Register dated January 22, 2007 the City has adopted a "safe harbor" for translation of written materials. The City provides written translations of Vital Documents for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally. If there are fewer than 50 persons in a language group that reaches the 5% trigger the City does not translate vital written materials but provides written notice in the primary language of the LEP language person of the right to receive competent oral interpretation of those written materials, free of cost. These safe harbor provisions apply to the translation of written documents only. They do not affect the requirement to provide meaningful access to LEP persons.

Staff Training

The City will commit resources and provide employee training as necessary to ensure management and staff understand and can implement the policies and procedures of the LEP Plan. Training will help ensure all City employees understand the importance of and can provide effective communication to LEP persons in all programs, services, or activities. Trainings will be provided to the following:

1. Management and staff on the policies and procedures of the City's LEP Plan,
2. Appropriate staff on when and how to access and utilize oral and written language assistance services, how to work with interpreters and translators, and how to communicate effectively and respectfully with LEP persons, and
3. Appropriate staff on identifying and requesting translation of documents.

Outreach and Notification

Providing Notice to LEP Persons

The City will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand. At a minimum, notices and signs will be posted and provided in the lobby of all city buildings and department reception areas. Notification will be provided in a variety of ways, including, but not limited to:

- Posting the LEP Public Notice on the City's website, City Clerk's Office and Human Resources (Appendix C)
- Available "Your Right to an Interpreter" posters throughout the City
- Standard translated content in outreach documents such as posters or brochures, stating LEP services are available

- Working with LEP organizations and other stakeholders to inform Las Cruces residents of their right to LEP services
- Notices in local publications in languages other than English

Monitoring and Updating LEP Plan

Gail Estell, EEO/ADA Coordinator is responsible for developing and maintaining the City's LEP Plan. For questions about the City's LEP plan, call 575-528-3227 or email gestell@las-cruces.org. Individuals may also visit the City's website at www.las-cruces.org

The City will monitor implementation of the LEP Plan on an on-going basis and revising as may be required periodically. The City shall also review, not less than annually, the overall effectiveness of its LEP Plan. This review will consider information from the following sources and criteria as well as other factors that may be appropriate.

1. Identification of the LEP population in Dona Ana County and Las Cruces.
2. Assessment of the current level of services delivered to LEP persons.
3. Availability of new resources including technology.
4. How well staff understand and have implemented the LEP Plan.
5. Evaluation of complaints.

Based upon findings of the periodic review, the City shall revise the LEP Plan to ensure its effectiveness in meeting the access and participation needs of LEP persons. The EEO/ADA Coordinator shall document revisions to the LEP Plan as they are necessary and the reasons.

As part of the review, the City will also periodically review the Language Assistance Self-Assessment and Planning Tool for Recipients of Federal Financial Assistance available at www.lep.gov/selfassesstool.htm .

Language Access Discrimination Complaint Procedure

Federal law prohibits discrimination based on race, color, national origin, disability, sex, and age in programs and activities receiving federal financial assistance.

Discrimination includes, but is not limited to, excluding an individual from participation in or denying an individual the benefits of any program or activity receiving federal financial assistance due to the individual's race, color, national origin, sex, age, or disability. Discrimination also includes retaliation, intimidation, coercion or threats against any individual who has complained, testified, assisted, or participated in a complaint, investigation, or other proceeding under federal nondiscrimination laws, including Title VI.

The City's Language Access Discrimination Complaint Procedure is established so that any member of the public who believes he or she has been subjected to language access

discrimination in the receipt of programs, services, or activities from the City on the basis of race, religion, sex, sexual orientation, gender identity, color, ancestry, serious medical condition, national origin, age, or disability can file a complaint. (Appendix D)

A copy of the Language Access Discrimination Complaints available on the City website <http://www.las-cruces.org>.

Conclusion

Providing meaningful access to LEP persons to the City's programs, services, and activities is an important effort that will help the City to achieve its mission of providing equitable and timely services to all persons.

Any LEP person who cannot speak, read, write, or understand the English language at a level that permits them to interact effectively with City staff have:

- A right to qualified interpreter services at no cost to them,
- A right not to be required to rely on their minor children, other relatives, or friends as interpreters, and
- A right to file a Language Access Discrimination complaint about the language access services provided them.

LEP Definition of Terms

Four-Factor Analysis: This is an assessment tool used by the recipient of Federal funding to determine the extent of its obligation to provide LEP services. The four factors are: (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided; and (4) the resources available to the grantee/recipient and costs.

Interpretation. The act of listening to spoken words in one language (the source) and orally translating it into another language.

Language Assistance. Language assistance is the City's good faith effort to provide LEP persons with meaningful access to its services, programs and activities by providing, upon request, interpretation and translation services, including telephonic interpretation.

Limited English Proficiency Person. Any person who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English.

Meaningful Access. Federal standards require that organizations receiving Federal funds provide LEP persons with meaningful access to their programs, services and activities. An LEP person has meaningful access when he or she is given adequate information, can understand the services and benefits available, can receive services for which he or she is eligible; and can communicate the relevant circumstances of his or her situation to the service provider. The United States Department of Justice (DOJ) states such person or persons shall be entitled to language assistance at no cost to themselves with respect to a particular type of service or encounter.

Notification. Notification means proactively informing LEP persons that they are entitled to City programs, services, and activities.

Primary Languages. Federal guidelines identify primary languages as languages that are spoken by at least 1,000 LEP persons living in Las Cruces or 5% of the LEP population, whichever is fewer. Based on data collected from the United States Census Bureau and other sources, the City's six most frequently encountered non-English language groups are Spanish, Navajo, Keres, Zuni, German, and French.

Safe Harbor. Safe Harbor means the recipient of Federal funds has undertaken efforts to comply with respect to the needed translation of vital written materials. If a recipient conducts the four-factor analysis, determines that translated documents are needed by LEP applicants or beneficiaries, adopts an Limited English Proficiency Plan that specifies the translation of vital materials, and makes the necessary translations, then the recipient provides strong evidence, in its records that it has made reasonable efforts to provide written language assistance.

Training. Training refers to ensuring that City staff are familiar with LEP mandates.

Translation. The replacement of a written text from one language into an equivalent written text in another language. Note: Some LEP persons cannot read in their own language and back-up oral interpretation services may be needed for written documents.

Vital Documents. Vital documents refer to information or documents that are critical for accessing federally funded services or benefits or are documents that are required by law. Documents that require a signature are considered vital.

APPENDIX

- A. Your Right to an Interpreter Poster
- B. Waiver of Right to Free Interpreter/Translator Services
- C. LEP Public Notice
- D. Language Access Discrimination Complaint Form

Your Right to an Interpreter

You have the right to an interpreter at no cost to you. Please point to your language. An interpreter will be called. Please wait.

Albanian Shqip Keni të drejtën për përkthyes falas gjatë vizitës mjeksore. Ju lutem tregoni me gisht gjuhën që flisni. Ju lutem prisni, do t'ju gjejme një përkthyes për viziten mjekësore.	Amharic አማርኛ ያለምንም ወጪ አስተርጓሚ የማግኘት መብት አለዎት። የሚናገሩትን የሚርዱትን ቋንቋ በመጠቀም ያመልክቱ። አስተርጓሚ እስኪጠራ ድረስ እባክዎ ይታገሱ።	Arabic عربي يحق لك الحصول على خدمات ترجمة فورية دون أي مقابل. يُرجى منك أن تشير بإصبعك إلى لُغتك كي نستدعي المترجم المعني. يُرجى منك الإنتظار لحين استدعاء المترجم.
Armenian Հայերեն Դուք իրավունք ունեք առանց որևէ վճարի թարգմանիչ ունենալ: Խնդրում ենք մատնանշել ձեր լեզուն և ձեր համար թարգմանիչ կկանչենք: Խնդրում ենք սպասել:	Bengali বাংলা আপনার অধিকার রয়েছে বিনামূল্যে একজন দোভাষী পাওয়ার। অনুগ্রহ করে আপনার ভাষা কোনটি তা দেখিয়ে দিন। একজন দোভাষীকে ডাকা হবে। অনুগ্রহ করে অপেক্ষা করুন।	Cape Verdean Creole Criolu di Cabu Verdi Nhôs tem direito a um intérprete gratuito di nhôs língua. Mostra qual qui nhôs língua pa nô podi tchoma intérprete. Nhôs aguarda um momento, por favor.
Chinese - Simplified 中文 Cantonese 广东话 Mandarin 国语 Toisanese 台山话 Taiwanese/Fukienese 台湾话/福建话 Min 闽语 你有权要求一位免费的传译员。请指出你的语言。传译员将为你服务，请稍候。	Chinese - Traditional 中文 Cantonese 廣東話 Mandarin 國語 Toisanese 台山話 Taiwanese/Fukienese 台灣話/福建話 Min 閩語 你有權利要求一位免費的傳譯員。請指出你的語言。傳譯員將為你服務，請稍候。	Dari دري شما حق دارید که یک مترجم داشته باشید بدون آنکه پولی بابت آن بدهید. لطفاً به زبان خود اشاره کنید. یک مترجم برایتان درخواست خواهد شد. لطفاً منتظر بمانید.
French Français Vous avez droit gratuitement aux services d'un interprète. Veuillez indiquer votre langue. Nous allons contacter un interprète. Veuillez patienter si'il vous plaît!	German Deutsch Sie haben kostenlosen Anspruch auf eine/n Dolmetscher/in. Bitte deuten Sie auf Ihre Sprache. Ein/e Dolmetscher/in wird gerufen. Bitte warten Sie.	Greek Ελληνικά Είναι δικαίωμά σας να χρησιμοποιήσετε διερμηνέα χωρίς καμία χρηματική επιβάρυνση. Σας παρακαλούμε, υποδείξτε τη γλώσσα που μιλάτε. Θα ειδοποιησουμε ένα διερμηνέα. Παρακαλώ περιμένετε.
Haitian Creole Kreyòl Ayisyen Ou gen dwa a yon entèprèt gratis. Tanpri nontre nou lang pa w la. N ap rélé yon entèprèt pou ou. Tanpri ret tann.	Hebrew עברית יש לך את הזכות למתורגמן ללא כל עלות לך. אנא הצבע על השפה שלך. המתורגמן ייקרא. אנא המתן.	Hindi हिंदी आपको बिना कोई शुल्क दिए दुआषिया सेवा पाने का अधिकार है। कृपया अपनी भाषा को इंगित करें। दुआषिया को बुलाया जाएगा। कृपया प्रतीक्षा करें।
Imong Hmoob Loj muaj cai txais kev pab txhais lus dawb sis them nyiaj. Thov taw tes rau koj hom lus ov. Mam hu tus txhais lus. Thov nyob tos.	Italian Italiano Avete diritto ad un interprete. Il servizio è gratuito. Indicate la vostra lingua e attendete; un interprete sarà chiamato al più presto.	Japanese 日本語 通訳を無料でご利用になれます。該当する言語を指示して下さい。通訳を手配いたしますのでお待ち下さい。

Agenda Item #3.2.

<i>Khmer</i> ខ្មែរ លោកអ្នក- សន្និធិឲ្យមានអ្នកបកប្រែដោយឥតគិតថ្លៃ។ សូមមេត្តាចង្អុលទៅភាសាបស់លោកអ្នក។ គេនឹងកោះហៅឲ្យអ្នកបកប្រែម្នាក់មក។ សូមមេត្តារង់ចាំ។	<i>Korean</i> 언어 여러분은 무료로 전문 통역자의 도움을 받을 권리가 있습니다. 왼쪽의 “한국어”를 손가락으로 가르켜 주십시오. 전문 통역자에게 연결될 것입니다. 잠시만 기다려 주십시오.	<i>Laotian</i> ລາວ ທ່ານມີສິດຂໍນາຍແປພາສາໂດຍບໍ່ເສັຍຄ່າ. ກະຣຸນາລື່ໃສ່ພາສາຂອງທ່ານ. ນາຍພາສາຈະຖືກເອີ້ນມາ. ກະຣຸນາລໍຖ້າ.
<i>Persian</i> فارسی شما حق دارید که یک مترجم داشته باشید بدون آنکه پولی بابت آن بدهید. لطفاً به زبان خود اشاره کنید. یک مترجم برایتان درخواست خواهد شد. لطفاً منتظر بمانید.	<i>Polish</i> Język Polski Macie prawo do korzystania z usług polskiego tłumacza. Usługa ta jest na nasz koszt. Proszę wskazać swój język. Proszę czekać. Łączymy z tłumaczem.	<i>Portuguese</i> Português Você tem o direito a um intérprete de graça. Por favor aponte para a língua que você fala. Um intérprete será chamado. Por favor espere.
<i>Russian</i> Русский Вы имеете право на услуги бесплатного переводчика. Укажите, пожалуйста, на Ваш язык. Переводчик будет вызван. Пожалуйста, подождите.	<i>Serbo-Croatian</i> Srpsko-Hrvatski jezik Vi imate pravo na besplatnog prevodioca. Molimo vas da pokažete na vaš govorni jezik. Prevodilac ce biti pozvan. Hvala i molimo vas da sačekate.	<i>Somali</i> Soomaali Waxaad xaq u leedahay in tarjumaan lacag la'aan ah laguugu yeero. Fadlan farta ku fiiq luqaddaada. Tarjumaan ayaa laguugu wacayaa. Ee fadlan sug!
<i>Spanish</i> Español Usted tiene derecho a un intérprete gratis. Por favor, señale su idioma y llamaremos a un intérprete. Por favor, espere.	<i>Swahili</i> Swahili Ni haki yako kuwa na mtafsiri bila malipo yoyote. Tafadhali chagua lugha yako kati ya hizi. Mtafsiri ataitwa. Tafadhali ngoja.	<i>Tagalog</i> Tagalog Ikaw ay may karapatan na magkaroon ng tagapagsalin na walang bayad. Ituro ang iyong wika. Ang tagapagsalin ay tatawagin. Maghintay.
<i>Thai</i> ไทย ທ່ານມີທິດສະທຳຂໍສອບຖາມໂດຍບໍ່ເສັຍຄ່າໃຊ້ຈ່າຍໃດໆ ກຽມາໜີ້ທີ່ພາສາຂອງທ່ານ ກຽມາຮອດສັກຮູ້ ເຮົາຈະໂທຣັຟຟ໌ເຮັດຄຳມາໃຫ້ທ່ານ	<i>Ukrainian</i> Українська У Вас є право на безплатного перекладача. Будь ласка, вкажіть на Вашу мову, і Вам покличуть перекладача. Почекайте, будь ласка.	<i>Urdu</i> اردو آپ مفت ترجمانی کی خدمات کے مستحق ہیں۔ براہ کرم اپنی زبان کی طرف اشارہ کیجئے۔ آپ کے لئے ایک ترجمان کا انتظام کیا جائیگا۔ براہ کرم انتظار کیجئے۔
<i>Vietnamese</i> Tiếng Việt Quý vị có quyền được một thông dịch viên miễn phí. Xin chỉ vào ngôn ngữ của quý vị. Chúng tôi sẽ gọi một thông dịch viên. Vui lòng chờ trong giây lát.		



Waiver of Right to Free Interpreter/Translator Services

All Limited English Proficiency persons must be informed of their right to free language assistance including interpreter services and translated documents. Staff should never encourage, suggest or require a Limited English Proficiency person to use friends or family as interpreters. At no time will anyone 18 years of age or younger be utilized to provide interpreter services, except in an emergency.

Use this form if the individual does not need language assistance because they have brought their own interpreter or feel they do not need one. If they would like to use the provided language assistance services, use the Use of Free Interpreter/Translator Services form.

I, _____ (individual's name) have been informed of my right to receive free interpretive services from _____ (Department Name). I understand that I am entitled to these services at no cost to myself or other family members.

I am choosing to provide my own interpreter at this time. _____ (Name of Person Acting as Interpreter) will act as my interpreter from ____/____/____ (Start Date) to ____/____/____ (End Date). I understand I can withdraw this waiver at any time and request services of an interpreter. To the best of my knowledge, the person I am using to act as my own interpreter is not 18 years of age or younger.

I also understand that this waiver pertains to interpreter services only and does not entitle my interpreter to act as my Authorized Representative.

This form was translated to me orally by the interpreter indicated below.

Signature	Date
Name of Interpreter (print)	
Signature of Interpreter	Date



Renuncia al derecho de servicio gratuito de intérprete / traductor

Todas las personas con dominio limitado del idioma inglés deben ser informadas sobre su derecho a recibir asistencia lingüística, incluyendo servicios de interpretación y traducción de documentos. El personal municipal no debe alentar, sugerir o exigir a una persona con dominio limitado del idioma inglés que utilice amigos o familiares como intérpretes. En ningún momento se utilizará a personas de 18 años o menos para proporcionar servicios de intérprete, excepto en una emergencia.

Use esta forma si la persona no necesita asistencia con el idioma por que ha traído su propio intérprete o siente que no necesita a nadie. Si desean utilizar los servicios de asistencia lingüística utilice el formulario de Servicios Gratuitos de Intérprete / Traductor.

Yo, _____ (nombre de la persona) he sido informado de mi derechos a recibir servicios de interpretación gratuitos de _____(nombre del de Departamento).Entiendo que tengo derechos a estos servicios sin ningún costo par mí o para mi familia. Elijo proporcionar mi propio intérprete en este momento.

_____ (nombre de la persona que servirá como intérprete) actuará como mi intérprete de ____/____/____ (fecha de inicio) hasta ____/____/____ (fecha de finalización). Entiendo que puedo retirar esta renuncia en cualquier momento y solicitar los servicios de un intérprete. Según entiendo, la persona que utilizo para que actúe como mi propio intérprete no tiene 18 años de edad o menos. También entiendo que esta renuncia sólo se refiere a los servicios de interpretación y no le da derecho a mi intérprete a actuar como mi Representante Legal Autorizado.

Este formulario me fue traducido oralmente por el intérprete que se indica a continuación.

Firma	Fecha
Nombre del Intérprete	
Firma del Intérprete	Fecha



Limited English Proficiency (LEP)

Public Notice

The City of Las Cruces fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities.

Title VI requires that no person in the United States of America shall, on the grounds of race, color, sex, or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the City receives federal financial assistance.

The City of Las Cruces:

- Provides free aid and services to people with disabilities to communicate effectively by providing
 - Qualified sign language interpreters
 - Written information in other formats
- Provides free language services to people whose primary language is not English by providing
 - Qualified interpreters
 - Information written in other languages

If you believe the City of Las Cruces has failed to provide these services or you were subjected to discrimination you can file a complaint with:

Gail Estell
EEO/ADA Coordinator
Email: gestell@las-cruces.org
Telephone: 575-528-3227
Fax: 575-528-3020

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf> or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019
1-800-537-7697 (TDD)



Language Access Discrimination Complaint Form

Phone: 575-528-3227 Fax: 575-528-3020 E-mail: gestell@las-cruces.org
Your comments on this form will assist the City in addressing your complaint.

All information is confidential. Please print and sign the form with black ink.

Person making the complaint:

First name: _____ Last name: _____
Street address: _____
City: _____ State: _____ Zip code: _____
Preferred language: _____ E-mail address (if available): _____
Home phone: _____ Other phone: _____

Is someone else helping you file this complaint? Yes ☐ No ☐ If 'Yes', include their:

First name: _____ Last name: _____

What was the problem? Check all the boxes that apply and explain below.

- ☐ I was not offered an interpreter
- ☐ I asked for an interpreter and was denied
- ☐ The interpreter(s) or translator(s) skills were not good (List their names, if known)
- ☐ The interpreter(s) made rude or inappropriate comments
- ☐ The services took too long (Explain below)
- ☐ I was not given forms or notices in a language I can understand (List documents needed below)
- ☐ I was unable to use services, programs or activities (Explain below)
- ☐ Other (Explain below)

When did problem happen? Date (MM/DD/YYYY): _____ Time: _____ ☐ AM ☐ PM

Where did problem happen? _____

Describe what happened. Please be specific. Use additional pages as needed. Print your name on each sheet.

List language, services and documents needed. Include names, addresses and phone numbers of people involved, if known.

Did you complain to anyone from the Department? Who and what was the response? Please be specific.

I certify that this statement is true to the best of my knowledge and belief.

Signature: _____ Date (MM/DD/YYYY): _____
(Person making the complaint)

Do not write in this box. For office use only

Date: _____ Reviewer: _____

Resolution: _____



Formulario de Queja por Discriminación de Acceso al Idioma

Teléfono: 575-528-3227 Fax: 575-528-3020 Correo electrónico: gestell@las-cruces.org

Sus comentarios ayudarán a la Ciudad a resolver su queja

Toda la información es confidencial. Favor de llenar e imprimir esta forma con tinta negra

Persona que presenta la denuncia

Nombre: _____ Apellido: _____

Dirección: _____ Ciudad: _____ Estado: Código Postal: _____

Idioma preferido: _____ Correo electrónico (si tiene): _____

Teléfono de casa: _____ Otro teléfono: _____

¿Alguien más lo está ayudando a presentar esta queja? Si ☐ No ☐ En caso afirmativo, favor de incluir el:

Nombre: _____ Apellido: _____

¿Cuál fue el problema? Marque todas las cajas que apliquen y explique a continuación

- ☐ No me ofrecieron un intérprete
- ☐ Solicité un intérprete, pero me lo negaron
- ☐ El intérprete(es) o traductor (es) no era bueno (escriba los nombres si los sabe)
- ☐ El intérprete (es) realizó comentarios inapropiados u ofensivos
- ☐ El servicio tomó demasiado tiempo (explique abajo)
- ☐ No me dieron las formas o avisos en un lenguaje que pueda entender (mencione los documentos a los que se refiere)
- ☐ No puede usar los servicios, programas o actividades (explique abajo)
- ☐ Otro (explique abajo)

¿Cuándo ocurrió el incidente? Fecha (mes/día/año): _____ Hora: _____ AM ☐ PM ☐

¿Dónde ocurrió el incidente? _____

Describa lo que ocurrió. Favor de ser específico, use una hoja de papel adicional de ser necesario, escriba su nombre en cada hoja extra, así como el lenguaje y documentos que necesita. Incluya nombres, direcciones y teléfonos de los involucrados.

Presentó una queja en el Departamento involucrado. ¿A quién y cuál fue la respuesta? Favor de ser específico

Certifico que toda la información proporcionada es verdadera y correcta de acuerdo con mi mejor conocimiento y creencia

Firma: _____ Fecha (mes/día/año): _____

Persona que hace la queja

NO ESCRIBA EN ESTE ESPACIO. PARA USO DEL PERSONAL ÚNICAMENTE

Fecha: _____ Nombre del que reviso el caso: _____

Resolución: _____



Council Work Session Summary

Meeting: Work Session - Nov 23 2020

TITLE: TERMS OF THE SETTLEMENT BETWEEN THE CITY AND THE ESTATE OF ANTONIO VALENZUELA

PURPOSE(S) OF DISCUSSION: ☒ Inform/Update ☐ Direction/Guidance ☒ Legislative Development/Policy

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

On July 17, 2020, the City entered into a settlement agreement with the Estate of Antonio Valenzuela. As part of the agreement, the City agreed to present to City Council various policies for the Las Cruces Police Department in regard to the use of force.

SUPPORT INFORMATION:

[Attachment A Valenzeula Settlement](#)

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Release of All Claims is entered into between Rosalie Valenzuela, as Personal Representative of the Estate of Antonio Valenzuela ("Estate"), and the City of Las Cruces ("City"), all of whom may also be referred to collectively as "the Parties."

RECITALS

WHEREAS, Rosalie Valenzuela is the duly appointed as the Personal Representative for the Estate of Antonio Valenzuela; and

WHEREAS, the Estate has claims against The City of Las Cruces, its former employee Christopher Smelser, Officer Andrew Tuton, and Las Cruces City Police Chief Patrick Gallagher

WHEREAS, the underlying dispute arises from events that transpired on February 29, 2020 which resulted in the death of Antonio Valenzuela; and

WHEREAS, the Parties have agreed to settle any possible claims whether brought under federal or state law without admitting or conceding liability as to any matter at issue.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND IN CONSIDERATION OF THE COVENANTS CONTAINED HEREIN, THE PARTIES AGREE TO THE FOLLOWING:

*The Estate of Antonio Valenzuela
Settlement Agreement and Release of all Claims*

1

UNDERLYING SETTLEMENT TERMS

1. In consideration for payment described herein in paragraph 5, the Estate, and its beneficiaries, waive, release and discharge the City of Las Cruces, their current and former elected officials, managers, supervisors, councilors, directors, departments, attorneys, representatives, predecessors, successors, assigns, employees, and agents including Andrew Tuton, Patrick Gallagher, former employee Christopher Smelser, and the City's insurers, and the insurance carriers' third party administrators, from all manners of liabilities, claims, demands, and causes of action, known or unknown, fixed or contingent, arising in the past, present, or future which the Estate, or anyone claiming through the Estate may personally have or claim to have against the City or any former or current employee as a result of the incident which occurred on or about February 29, 2020. This Agreement includes all demands, obligations, actions, claims, damages, costs, or rights the Estate, or its heirs, beneficiaries, agents, successors, and assigns now have or may have that could be related to the incident occurring on or about the aforementioned date. This shall be a fully binding and complete settlement between the Parties, and each Party's agents, successors and assigns.

2. The Estate understand that this is a general release encompassing any and all claims arising under federal, state, or local law, including but not limited to claims arising under state and federal statutes, as well as any claims arising under any theory of common law. Claims released are those of which the Estate and Mrs. Stewart are presently aware, and those of which it may be unaware, for violations of state and federal civil rights, violations of the New Mexico Tort Claims Act, personal injury, bodily injury, loss of consortium, property damage or otherwise. This general release is binding upon the beneficiaries, successors, heirs, executors, and administrators of the Estate of Antonio Valenzuela.

*The Estate of Antonio Valenzuela
Settlement Agreement and Release of all Claims*

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3. In consideration for the payments described in paragraph 5, the Estate and only the Estate are responsible for any reimbursement or subrogation to any insurance company/companies, related to the underlying incident. The amounts being paid to the Estate are made pursuant to Section 104(a)(2) of the Internal Revenue Code. In making this Agreement, the parties intend the settlement to constitute a settlement of compensatory damages on account of personal injuries suffered or sustained by decedent Antonio Valenzuela, and attributable to an occurrence within the meaning of Section 104(a)(2) of the Internal Revenue Code (1986). It is understood, agreed and stipulated that all of the consideration is being paid for personal injury damages and that none of the consideration paid hereunder is attributable to punitive damages or to the confidentiality provision contained herein. If, however, any government agency determines that taxes are owed as a result of the settlement, the Estate shall be exclusively liable for the payments of all federal, state and local taxes, if any, which may be due as a result of the consideration paid as set forth in this agreement. The Estate agrees to indemnify the City of Las Cruces from the payment of taxes, including interest and penalties thereon, which may be required of the Estate by any government agency at the time as a result of the payment and consideration provided for herein.

4. It is expressly understood and agreed that the payment of the sum described in the below paragraphs, and the additional consideration designated below, is not and shall not be construed as an admission of liability by the City. The Estate is settling and compromising disputed claims as to which the City expressly denies any liability.

PAYMENT

5. Pursuant to this Agreement, the City agrees to pay the Estate in settlement of the above claims and potential lawsuit, the sum of SIX MILLION FIVE-HUNDRED THOUSAND

*The Estate of Antonio Valenzuela
Settlement Agreement and Release of all Claims*

DOLLARS (\$6,500,000.00) payable within thirty (30) days. The Estate agrees that the settlement funds shall be made payable to the Order The Bregman Law Firm P.C. Trust Account.

ADDITIONAL TERMS

6. All Parties agree to cooperate fully, execute any and all supplementary documents, and take all additional actions that may be necessary to give full force and effect to this Agreement.

7. The Parties agree that the terms and conditions of this Settlement Agreement and Release of Claims is confidential to the extent allowable by law. The Parties and their representatives or agents shall not cause to be made public or release to any news media or disclose to any person or entity for 60-days the terms and conditions of this Settlement Agreement other than to allowed representatives, to include attorneys, financial advisors, accountants, and auditors. If a request for records is made to the City, it will have sole discretion to determine what may be released pursuant to law. The City agrees that it will notify the Estate, through its attorneys, of any decision to release the settlement amount or the settlement agreement contemporaneously with the release. The decision to release the settlement amount or agreement, shall release the Estate and its attorneys from any duty to refrain from commenting on the disclosure or settlement amount. The Parties agree, however, that the Estate may discuss those items listed in paragraph 8 of this agreement.

8. The City further agrees that it will present for approval by the City Counsel the following items for consideration and formal adoption into the policies of the Las Cruces Police Department:

- a. Adoption of a policy banning all forms or choke holds. This policy will also allow for immediate termination of an officer who violates the policy.

*The Estate of Antonio Valenzuela
Settlement Agreement and Release of all Claims*

- b. Adoption of a policy requiring that officers intervene which they are aware of or witness an unconstitutional use of force by a fellow officer. This policy will also allow for the immediate termination of an officer who violates the policy.
- c. Adoption of a policy requiring annual or at a minimum bi-annual de-escalation training for every law enforcement officer of the City.
- d. Adoption of an annual or at a minimum bi-annual training in empathy and racial bias for every law enforcement officer of the City.
- e. Adoption of a policy requiring all uses of force by all officers whether uniformed or plain clothed to be reported, investigated, and stored for a period of time not less than required under the New Mexico Retention of Records Act.
- f. Adoption by the Las Cruces Police Department of a red flag warning system to track use of force by officers the purpose of which is to identify officers who use unreasonable force.
- g. Adopt a policy where the Las Cruces Police Department will report every six months to the Las Cruces City Council all use of force incidents by its officers, and any discipline received by officers related to any policy during the six-month period.
- h. Adopt a policy requiring Officers to submit to mental health exam on an annual basis which will be administered by a licensed psychiatrist which will certify fitness for duty.

The Estate recognizes and agrees that the aforementioned recommendations may or may not be adopted in whole or in part and are subject to existing law, City personnel policies, and collective bargaining agreements that may be in place. Additionally, the Estate agrees and understands that

*The Estate of Antonio Valenzuela
Settlement Agreement and Release of all Claims*

if any or all of the recommendations are not adopted in whole or in part this settlement cannot be undone. The Estate further agrees, that should the City Council choose not to adopt any of the requested recommendation or the recommendations are adopted in part, the remaining terms of this agreement will be in full force and the Estate will not have grounds to bring an additional cause of action under any contract theory nor can the Estate bring suit to enforce paragraph 8 of this agreement. The estate further agrees that the amount listed in paragraph 5 of this agreement shall be the entire amount it will receive even if the recommendations listed in this paragraph are not adopted.

FEES

9. Each Party shall bear its own costs and fees, including attorneys' fees associated with the underlying matter.

ADVICE OF COUNSEL

10. The Estate acknowledges it is represented by counsel and have read and understand the effects of this Agreement.

11. Rosalie Valenzuela as the personal representative Estate of Antonio Valenzuela state that this Agreement is executed of her own free will and accord, for the purpose and consideration set forth in this Agreement.

INTEGRATION

12. This Agreement contains the entire understanding between the Parties hereto concerning the subject matter contained herein.

*The Estate of Antonio Valenzuela
Settlement Agreement and Release of all Claims*

13. All Parties agree that each paragraph and component of this Agreement is a material term and that failure to comply with any of the provisions contained herein constitutes a material breach of this Agreement.

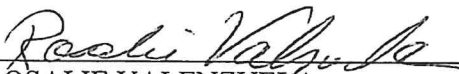
14. The Estate represents and warrants that there have been no representations or promises made by the City on which they relied on in connection with the Agreement, other than what is set forth herein in writing.

15. The Estate through its personal representative Rosalie Valenzuela further represents and warrants that it is not being induced to enter into this Agreement by anything other than the written words contained in this Agreement.

16. This Agreement constitutes the entire Agreement and understanding between the Parties and shall not be modified or altered, except in writing, and signed by all Parties.

17. Interpretation of this Agreement will be according to the laws of the State of New Mexico.

18. This Settlement and Release of All Claims shall be effective following execution by the Estate. Facsimile signatures shall be acceptable as original for all purposes.


ROSALIE VALENZUELA
AS PERSONAL REPRESENTATIVE
OF THE ESTATE OF ANTONIO VALENZUELA

7-17-20
DATE

STATE OF NEW MEXICO)
) SS.
COUNTY OF DONA ANA)

SUBSCRIBED AND SWORN TO before me on this 17th day of July, 2020
by ROSALIE VALENZUELA, as Personal Representative of the Estate of Antonio Valenzuela.

Carrie J. Jirayoff
Notary Public

My Commission Expires:
1-24-21