

## **Agreement for Long-Term Mutual Aid Alamosa Police Department and Alamosa Sheriff's Office**

**THIS AGREEMENT** is entered into this \_\_\_ day of \_\_\_\_\_, 2022, by and between the Alamosa Police Department and the Alamosa County Sheriff's Office to provide mutual aid and support in the provision of law enforcement services:

**WHEREAS**, this intergovernmental agreement is authorized by sections 29-1-203 and 29-5-101 through 29-5-109, Colorado Revised Statutes; and,

**WHEREAS**, the parties hereto are each authorized to provide, establish, maintain, and operate law enforcement and other emergency agencies and services; and

**WHEREAS**, it is in the best interest of the inhabitants of the Agencies' jurisdictions that an intergovernmental agreement provide for assistance to Agencies during emergencies;

**NOW, THEREFORE, IT IS MUTUALLY AGREED** by and between each of the parties as follows:

**A. DEFINITIONS.** As used in this agreement, the following terms shall have the meanings set forth below:

**Incident Commander:** "Incident Commander" means the person designated by a Requesting Agency to be in charge of operations at a particular incident. The Incident Commander is responsible for establishing a communication plan for the incident.

**Requesting Agency:** "Requesting Agency" means a party to this agreement that requests assistance from any other party to this agreement;

**Responding Agency:** "Responding Agency" means any party to this agreement that responds to a request for assistance from a Requesting Agency.

### **B. ASSISTANCE.**

1. In the event that a Requesting Agency determines that a law enforcement situation or other emergency that requires more law enforcement resources than the Requesting Agency can bring to bear occurs within the jurisdiction served by a Requesting Agency, such Agency may request assistance from any party to this agreement for law enforcement personnel and/or equipment. The request shall be made by the Chief of Police or Captain if coming from the Alamosa Police

Department, and by the Sheriff or Undersheriff if coming from the Alamosa Sheriff's Office. A request may be made in person, by email, by phone, or by radio transmission.

2. Upon request for assistance, a Responding Agency may, at its discretion, render such assistance as such Responding Agency may deem available for such request. The parties agree to use their best efforts to respond to a request for aid by sending available units automatically and promptly to the staging area/scene/site as requested by the Requesting Agency.

3. Any dispatch of equipment and/or personnel pursuant to this Agreement is subject to the following conditions.

a. Any request for aid hereunder shall include a statement of the amount and type of equipment and/or personnel requested and shall specify the location to which the equipment and/or personnel are to be dispatched, but the amount and type of equipment and/or the number of personnel to be furnished shall be determined by a representative of the Responding Agency. The request shall also identify and provide contact information for the Incident Commander in charge of deployment of such equipment and/or personnel.

b. The Responding Agency shall report to the Incident Commander of the Requesting Agency at the location to which the equipment and/or personnel is dispatched and shall be subject to the orders of such Incident Commander.

c. A Responding Agency shall be released by the Requesting Agency

(1) When the services of the Responding Agency are no longer required as determined by the Incident Commander, or

(2) When the Responding Agency is needed within the area for which it normally provides emergency services as determined by the Responding Agency.

d. Each Agency hereby authorizes the other Agency to transmit on its radio frequency for the purpose of efficiency in executing the mutual aid as determined by the Incident Commander.

4. If the Responding Agency determines that no assistance shall be rendered, then the Responding Agency shall immediately notify the Requesting Agency of such decision. No party to this agreement shall be liable for declining or failing to respond to, or for withdrawing from, a request for assistance.

5. Each Agency shall, at all times, be responsible for its own costs incurred in the performance of this Agreement and shall not receive any reimbursement from any other Agency.

#### **C. LIABILITY CONSISTENT WITH C.R.S. §§ 29-5-105, -108, and -109**

1. All responding employees of a Responding Agency shall have the same power as regular employees of the Requesting Agency while assigned and performing duties subject to the

direction and control of the Requesting Agency. During the time that an employee or equipment of a Responding Agency is assigned to a Requesting Agency, any liability that accrues under the provisions of article 10 of title 24, Colorado Revised Statutes on account of the negligent or otherwise tortious act of the employee or malfunction of the equipment shall be imposed upon the Requesting Agency and not upon the Responding Agency.

2. The coverage of any employee of a Responding Agency under the “Workers’ Compensation Act of Colorado”, articles 40 to 47 of title 8, Colorado Revised Statutes, shall not be affected by reason of the performance of temporary duties for a Requesting Agency pursuant to this agreement, and the employee shall remain covered by workers compensation insurance while performing temporary duties as fully as if he or she were performing those duties for his or her own Agency.

3. If any employee of a Responding Agency should become disabled or be killed by reason of the performance of temporary duty for a Requesting Agency pursuant to this agreement, and the disability or death would entitle the employee or his or her survivor to payment from any pension fund of the Responding Agency had the injury occurred during the performance of his or her duties within the Responding Agency, the employee shall be entitled to the same payment from the pension fund of the Responding Agency as he or she would have been entitled to receive if the injury or death had occurred within the Responding Agency, and he or she shall not be entitled to receive a payment from any pension fund of the Requesting Agency in which the temporary duties were performed.

#### **D. GENERAL TERMS**

1. Each Agency waives all claims against each and every other Agency for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.

2. This agreement may only be amended in writing, by a written agreement signed by all of the Parties to this Agreement whose participation in the Agreement has not terminated (see paragraph D.5, below).

3. This agreement is solely between the parties hereto. No third party is intended nor shall be deemed to have been given any rights or obligations by virtue of this agreement. This agreement does not and shall not be deemed to confer upon or grant to any non-party any right of emergency response or right to claim damages, to bring any lawsuit, action or other proceedings against any Party to this agreement because of any breach of this agreement or because of any term, covenant, condition or agreement contained herein.

4. The term of this agreement shall commence on the effective date indicated above, and shall remain in effect until this agreement is otherwise terminated or amended.

5. Any Party to this agreement may terminate its participation in this agreement, with or without cause, upon thirty (30) days written notice delivered to the other parties to this agreement.

6. This written agreement constitutes the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions or obligations made or entered into by the Parties other than those set out herein.

7. This agreement shall be binding upon the parties hereto and their successors and assigns, and this agreement, and rights and duties contained herein, shall not be assigned or delegated by any party without prior written consent of all other parties to this agreement.

8. All parties involved have agreed that an electronic signature is acceptable in lieu of an original signature.

**IN WITNESS WHEREOF**, the Alamosa Police Department and the Alamosa Sheriff's Office, through their undersigned authorized representatives, have executed this Agreement for Long-Term Mutual Aid as indicated herein below:

CITY OF ALAMOSA

ALAMOSA SHERIFF'S OFFICE

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By Ken Anderson, Chief of Police

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Robert Jackson, Sheriff