

Alamosa Police Department & Monte Vista Police Department
Joint and Cooperative Agreement for Narcotic Investigations

1. This agreement is made between the Alamosa Police Department and the Monte Vista Police Department and constitutes a form of mutual aid. Article XIV, Section 18 of the Colorado Constitution and C.R.S. Section 29-1-201, et seq., encourage, permit and authorize intergovernmental agreements such as this to accomplish mutually beneficial objectives such as public safety.
2. The agencies find that drug abuse and violent criminal activities have increased significantly within and between communities in recent years. The City of Monte Vista and the City of Alamosa are 17 miles apart, and in both communities, drug traffic, violent crime, and organized criminal gang activity have emerged.
3. Highway 160/285, which links the cities, has provided a conduit for drug traffickers and criminal elements to utilize. The nature of drug law enforcement, violent crime, and the criminal enterprise associated with them does not adhere to jurisdictional boundaries. In addition, the individual agencies face the difficulty of limited resources and ever-increasing demands for service, making organized drug enforcement difficult on a single-agency basis.
4. The general purpose of this agreement is to facilitate joint enforcement efforts within the jurisdictional boundaries of the two agencies of controlled substance crimes as defined in federal, state, and local law, as well as related violent crimes and the criminal enterprises associated with them.
5. While acting cooperatively under this agreement, each agency shall retain control over and responsibility for its own operations. The primary function of jointly shared information and cooperative effort under this agreement is to detect, investigate, gather evidence, and apprehend drug traffickers, as well as assist in violent crimes and gang-related investigations within the parties' geographic area. It is the mission priority of this cooperative effort to investigate drug wholesalers (those individuals who bring drugs into their respective jurisdictions), street-level drug distributors, those persons involved in the clandestine laboratory manufacturing of illicit drugs, and individuals who attempt to acquire pharmaceutical drugs in violation of the provisions of Colorado statute. As a result of the nature of covert undercover operations, it is anticipated that undercover operatives may detect or become aware of other crimes, including drug crimes, occurring both within and outside the geographical boundaries of member agencies. They will gather and share information and maintain ongoing intelligence.
6. The assigned detectives shall inform their respective supervisors of their findings for recommendations and permission to investigate such findings further.
7. Any public service announcements or press releases concerning the subject of this cooperative agreement or concerning arrests or investigations related to the joint efforts undertaken under

this agreement will be discussed between the parties before release and made only with the approval of each jurisdiction's chief of police or designee.

8. Any arrests made or evidence obtained during an investigation conducted pursuant to this agreement will be handled and entered within the respective jurisdictional boundaries of the respective agency where the arrest occurred (or, as appropriate, was initiated) or where the evidence was found. All charges will be handled through the 12th Judicial District Attorney's Office (or federal court, but only if all agencies involved agree to federal prosecution).
9. This agreement may be terminated by either agency at any time and for any reason, or no reason at all, by giving the other agency 30 days' written notice of termination.
10. This is not a situation envisioned by C.R.S. Section 29-5-109. While the parties are cooperating under this agreement, they are not assigning their officers to temporary duty in the other jurisdiction. Nevertheless, and consistent with the provisions of Section 29-5-109, each officer performing joint operations pursuant to this agreement shall remain covered by that officer's agency's workers' compensation insurance at all times while performing duties pursuant to this agreement.
11. This is not a situation envisioned by C.R.S. Section 29-5-108. While the parties are cooperating under this agreement, they are not assigning their officers to temporary duty in the other jurisdiction. Liability that accrues while an officer is performing duties under this agreement remains with the agency that employs the officer.
12. Each agency waives all claims against the other agency for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this agreement.
13. This agreement constitutes the entire agreement of the agencies on the matter related hereto. The agreement shall not be altered or amended except by agreement in writing signed by the chiefs of police or designee of each agency. No third party is intended nor shall be deemed to have obtained any rights or obligations by virtue of this agreement.

IN WITNESS WHEREOF, the parties hereto, through their undersigned authorized representatives, have executed this Joint and Cooperative Agreement for Narcotic Investigations as indicated herein below:

Kenneth Anderson
Chief of Police - City of Alamosa, Colorado

Date:_____

George Dingfelder
Chief of Police - City of Monte Vista, Colorado

Date:_____