

Field Service Request & Agreement

WHEREAS 29-6-4 NMSA establishes the New Mexico Mounted Patrol (NMMP) as a personnel staffing agency whose sole duty is to provide properly trained law enforcement officers to any requesting New Mexico law enforcement or regulatory agency and the Truth or Consequences Police Department (TCPD)) maintains a law enforcement agency;

WHEREAS the TCPD and Troop 19, a regional subset of NMMP with responsibility for Sierra County NM, are by this Field and service request and agreement (FSR&A) creating a standing arrangement and orderly structure for the NMMP Troop 19 Troopers to assist the TCPD for matters of public safety;

WHEREAS it is the duty of the NMMP and the members of Troop 19 thereof to assist in the enforcement of law by cooperating with all law enforcement agencies and regulatory bodies of the state of New Mexico to include the TCPD when requested by it and under its direction and control;

WHEREAS when Troopers from Troop 19 of the NMMP are acting upon this written request for service from the TCPD, such Troopers in Troop 19 of the NMMP shall be under the exclusive direction and control of the TCPD, shall be deemed to be agents or deputies of TCPD and shall possess the same powers and duties as TCPD police officers (NMSA Section 29-6-5);

WHEREAS situations, special events, patrol, warrant roundups, and limited personnel necessitate mutual assistance from each of the parties. Many times, law enforcement agencies and officers need to obtain assistance from the NMMP for matters of public safety;

WHEREAS all certified police officers in the State of New Mexico must meet the same minimum standards of training for certification, so too does the NMMP have properly trained Troopers, who have, statutorily, the same duties and powers of the agency requesting them (NMSA Section 29-6-5), and who are certified in accordance with NMSA Section 29-6-4.1.A.;

WHEREAS the TCPD understands that equipped Troopers are scattered across Southern New Mexico and may be able to help preserve the peace, life, and property, as well as act as a force multiplier, enhancing officer safety;

WHEREAS it would benefit the undersigned agencies to be able to obtain assistance from each other based on this agreement with clear objectives and guidelines;

Whereas the City of Truth or Consequences, New Mexico has accepted the provided general liability tort claims policy, and worker's compensation policy that covers NMMP and its Troopers as detailed in the attached "Evidence of Coverage" Memorandum Number RMD-ROC-FY22 through the New Mexico General Services Management Division.

NOW, THEREFORE, the parties in consideration of the mutual promises herein contained agree as follows:

1. The term of this request and agreement shall remain in effect until a subsequent request is signed or terminated by either party. NMMP shall provide TCPD a copy of renewal "Evidence of Coverage" as provided by the New Mexico General Services Department - Risk Management Division or another insurer on a yearly basis.
2. Per this request for service and in accordance with NMSA Sections 29-6-1 through 29-6-6, The TCPD Chief of Police hereby specifically requests respectable and orderly sworn Troopers of the New Mexico Mounted Patrol Troop 19, in good standing, to assist TCPD on an ongoing basis for the duration of this agreement, especially during special events, weekends, and periods of expected higher activity.

3. Per this request for service and in accordance with NMSA Sections 29-6-1 through 29-6-6, at the request of the TCPD Chief, Troopers present in an area of jurisdiction serviced by the TCPD shall, at all times, be available to assist TCPD officers, whenever practical. Troopers, per this request of the TCPD Chief of Police, shall be vested with law enforcement powers and full authority of a TCPD Police Officer when present in a jurisdiction covered by TCPD, and who, by this request for service, are considered in-service when assisting TCPD anywhere within the jurisdiction of TCPD, and when traveling to or from such activities (required by NMMP worker's compensation policy.)
4. At the sole discretion of the TCPD Chief, Troopers may participate in contracted paid events under guidelines approved by the TCPD Chief under the TCPD Chief's authority, should another agency or private entity wish to hire TCPD. The contracting agency or private entity shall individually pay the Trooper or NMMP Troop 19 as an organization for any agreed-upon work performed by their Troopers or the NMMP organization. Other than stated above, NMMP Troopers will not seek any compensation for services provided to TCPD. Troopers understand that this in no way obligates the TCPD to provide reimbursements of any kind.
5. Troopers of the New Mexico Mounted Patrol Troop 19 are especially encouraged to assist the TCPD in the following situations (but not limited to):

Performing law enforcement duties on assigned foot patrol, event security, or traffic control in either a one or two-man person capacity to include use of a NMMP patrol vehicle as long as there is a commissioned TCPD officer on duty;

Performing any law enforcement duty or function when requested to do so in the assistance of an on duty commissioned TCPD officer;

In a situation creating an imminent public safety danger to others while in the TCPD jurisdiction, such as but not limited to a possible drunk or reckless driver; crash, pursuit, or aid to an officer, etc.
6. Troopers shall notify TCPD dispatch of any action taken and request a TCPD officer to respond. NMMP Troopers may detain someone for investigative detention until an available TCPD officer or appropriate law enforcement officer arrives. It is understood that Troopers shall turn over enforcement action and report calls to a TCPD officer, but Troopers will write supplemental reports, participate in court activities.
7. The Chief of the TCPD shall provide any forms to Troopers that the Chief deems necessary. Training shall be provided to Troopers on how TCPD wishes these forms to be completed.
8. The Chief of the TCPD is encouraged to provide voluntary training to Troopers that may benefit both parties.
9. Assistance from Troop 19 of NMMP will be subject to the availability of Troopers and equipment.
10. If planning to assist TCPD pursuant to this request for service, Troopers shall notify the on-call or on-duty TCPD supervisor at least 8 hours prior to the shift with the day and time of their availability.
11. Any Liability incurred in connection with this agreement is subject to the immunities and limitations of the New Mexico Torts Claim Act (NMSA 41-4-1 through 41-4-27) and the Workers Compensation Act.
12. This request/agreement may be terminated by either party providing written notice to the other party of its intent to do so, after making a good-faith effort to attempt to rectify differences between the parties. Such notice will be deemed delivered when either the TCPD Chief or Troop 19 commander of NMMP, is served with such documentation and shall be effective when it is delivered.
13. It is understood that it is not the intention of the parties to use the New Mexico Mounted Patrol to reduce the TCPD staffing levels but instead augment the staff of the TCPD.

14. The TCPD agrees to notify, via email or in person, any Trooper receiving a command to appear in any court, or any other service of process, that was delivered or otherwise communicated to the TCPD within 48 hours or as soon as possible if less than 48 hours when receiving or otherwise becoming aware of such court appearance notice.
15. The Commander of NMMP Troop 19 may authorize Troopers in good standing with other Troops throughout the state to work under this agreement, should the Commander deem, that additional resources would be helpful or needed, or in an emergency.

Executed and agreed to this day June 29, 2023

By



Lt. Matt J. Huebert
Troop 19