

MUTUAL AID AGREEMENT BETWEEN  
CITY OF LAS VEGAS POLICE DEPARTMENT  
AND SANTA FE COUNTY SHERIFF'S OFFICE

THIS AGREEMENT made and entered on the 25 day of July, 2017, by and between the City of Las Vegas Police Department and the Santa Fe County Sheriff's Office.

**I. RECITALS**

WHEREAS, the Annual Rough Rider Motorcycle Rally (Rally) is being held in Las Vegas, New Mexico, from July 28 through July 30, 2017. The influx of people during this time to the City of Las Vegas and surrounding areas creates the need for additional public safety efforts and greater law enforcement presence beyond the normal capacity of the City of Las Vegas Police Department (LVPD). As a result, the LVPD has historically requested the assistance of outside agencies during this time and entered into mutual aid agreements with those outside agencies; and

WHEREAS, jurisdictional limits restrict the law enforcement authority of the Santa Fe County Sheriff's Office (SFCSO) officers and deputies to the jurisdictional authority of Santa Fe County; and

WHEREAS, the safety of visitors to, and citizens of, the City of Las Vegas requires additional officers, coordinated, collaborated law enforcement efforts, and mutual aid response; and

WHEREAS, NMSA 1978, Section 29-8-3 (1971), provides authority for Mutual Aid Agreements between Municipal and County Law Enforcement agencies; and

WHEREAS, the Chief of Police of the City of Las Vegas has determined that it is in the best interest of the visitors and citizens of the City of Las Vegas to enter into this Mutual Aid Agreement (Agreement) in order to allow certified law enforcement officers and deputies of external agencies to augment and supplement law enforcement in the City of Las Vegas during the Rally.

In recognition of the mutually supporting roles and responsibilities, it is understood that each party has the following responsibilities.

**II. COMMISSION**

A. This Agreement grants the Chief of Police of the City of Las Vegas the authority to direct the law enforcement activities of SFCSO officers and deputies who are state-certified peace officers in good standing, during the Rally from July 28 through 12:00 a.m. July 31, 2017.

B. The SFCSO retains authority to determine which officers and deputies will be available for assignment in Las Vegas for law enforcement assistance and presence during the Rally and to recall officers and deputies from such assignment should circumstances require.

### III. JURISDICTION

a. This Agreement extends the jurisdiction of those SFCSO officers and deputies acting under this Agreement to permit them to enforce the laws of the State of New Mexico and the Ordinances of the City of Las Vegas, and to keep the peace and welfare within the Las Vegas City limits during the Rally.

b. Santa Fe County Sheriff's Deputies providing law enforcement assistance and presence pursuant to this Agreement have authority to undertake the following activities and duties when requested by an LVPD Supervisor:

- (i) Patrol Plaza Park.
- (ii) Respond when there is not an LVPD officer available to handle a critical call for service.
- (iii) Respond to assist an LVPD officer on a routine call for service.
- (iv) Back up any law enforcement officer in need of emergency assistance.

c. LVPD Supervisor authorization is not required in the following situations; however, the responding officer or deputy shall notify LVPD Communications as soon as possible when initiating contact or responding under the authority of this Agreement.

- (i) Back up for any law enforcement officer in need of emergency assistance.
- (ii) Handling of critical incidents any SFCSO officer or deputy encounters in during the Rally that if left unattended could lead to serious injury or death.

### IV. INFORMATION SHARING

a. The parties to this Agreement recognize the importance of sharing relevant law enforcement information and agree to make such information reasonably available to each other.

b. SFCSO deputies will notify LVPD when a crime, incident, arrest, etc., which would reasonably affect any public safety interest, occurs.

- (i) When requested, SFCSO will provide LVPD with copies of incident reports generated within the City of Las Vegas during the Rally.
- (ii) Any and all evidence seized as a result of an incident or investigation undertaken under this Agreement and during the Rally shall be placed in the custody of LVPD.
- (iii) Any and all persons seized pursuant to this Agreement and during the Rally shall be placed in the custody of LVPD.

### V. OPERATIONS

a. LVPD will direct the operations of SFCSO officers and deputies acting under this Agreement.

## **VI. COMMUNICATIONS**

- a. SFCSO officers and deputies will utilize the LVPD Communications Center and designated channels and frequencies for radio communications throughout all law enforcement activities during the Rally.

## **VII. TRAINING AND SUPERVISION**

- a. SFCSO and LVPD will maintain proper training and supervision of their respective personnel.

## **VIII. LOGISTICS**

- a. SFCSO, LVPD and the City of Las Vegas shall each be responsible for their own financial costs when providing mutual aid or response under this Agreement during the Rally.

## **IX. LIASON**


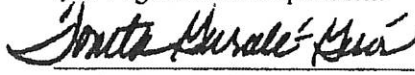
- a. The Santa Fe County Sheriff, or his designee, and the Chief of the LVPD, or his designee, shall communicate to implement the terms and conditions of this Agreement.

## **X. AUTHORITY, LIABILITY and TERM**

- a. This Agreement conveys no additional authority to officers of either the LVPD or the SFCSO other than expressly stated in this Agreement.
- b. The LVPD and the SFCSO shall each maintain in full force and effect throughout the term of this Agreement, law enforcement liability insurance, auto insurance, and other insurances for the actions of their respective law enforcement officers when acting outside of their respective jurisdictions pursuant to this Agreement, which insurance shall provide the same coverage as when their officers and deputies are acting within their respective jurisdictions. The insurance policies shall provide primary coverage for Municipal Police Officers, and the insurance policies shall provide primary coverage for the SFCSO officers and deputies.
- c. This Agreement does not create, nor does either party to this Agreement intend to create any right, title, or interest in or for the benefit of any person or entity other than the City of Las Vegas. No person or entity shall claim any right, title, or interest under this Agreement other than what is described herein, or seek to enforce this Agreement as a third-party beneficiary or otherwise.
- d. The individuals signing below on behalf of the parties hereby warrant and represent that they have full legal authority to enter into this Agreement. Electronically duplicated signatures shall be permitted and if used, shall be binding. This Agreement may be signed in duplicate originals bearing the signatures of fewer than all parties if all parties have signed at least one duplicate original.

- e. This Agreement shall be effective upon execution by all the parties below and shall terminate at 12:00 a.m. on July 31, 2017.

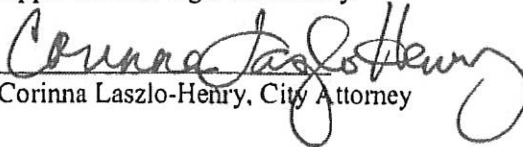
**CITY OF LAS VEGAS POLICE DEPARTMENT**

  
\_\_\_\_\_  
Juan F. Montano, Chief of Police  
Las Vegas Police Department  
  
\_\_\_\_\_  
Tonita Gurule-Giron, Mayor

7-25-17  
Date

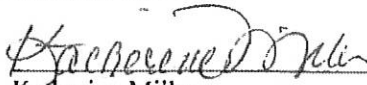
7/25/2017 PS  
Date

Approval as to legal sufficiency:

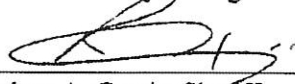
  
\_\_\_\_\_  
Corinna Laszlo-Henry, City Attorney

7-29-17  
Date

**SANTA FE COUNTY**


  
\_\_\_\_\_  
Katherine Miller  
Santa Fe County Manager

7-21-17  
Date

  
\_\_\_\_\_  
Robert A. Garcia, Sheriff  
Santa Fe County Sheriff's Office

7-20-17  
Date

Approved as to form:

  
\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Attorney

7-20-17  
Date

Reviewed and Approved  
for SIGNATURE  
Don Moye  Date 7-20-17

Approved:

  
\_\_\_\_\_  
Governor Susana Martinez

7/27/2017  
Date