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 Tularosa Police Department (TPD) maintains a law enforcement agency;

WHEREAS the TPD and Troop 19, a regional subset of NMMP are by this Field Service Request and Agreement (FSR&A) creating a standing arrangement and orderly structure for the NMMP Troop 19 Troopers to assist the TPD 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 TPD when requested by it and under its direction and control;

WHEREAS when Troopers from Troop 19 of the NMMP are acting upon this specific written request for service from the TPD, such Troopers in Troop 19 of the NMMP shall be under the exclusive direction and control of the TPD, shall be deemed to be agents or deputies of TPD, and shall possess the same powers and duties as TPD 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 TPD 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 and public 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 Village of Tularosa, 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-FY25 through the New Mexico General Services Management Division.

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

1. This agreement is a specific request for service made by the sworn Tularosa Chief of Police to Troopers of the NMMP. The term of this specific request and agreement shall remain in effect until a subsequent request is signed or terminated by either party. NMMP shall provide TPD 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 TPD Chief of Police hereby specifically requests respectable and orderly sworn Troopers of the New Mexico Mounted

Patrol Troop 19, in good standing, to assist TPD 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 this request of the TPD Chief, Troopers present in an area of jurisdiction serviced by the TPD shall, at all times, be available to assist TPD officers, whenever practical. Troopers, per this request by the TPD Chief of Police, shall be vested with law enforcement powers and full authority of a TPD Police Officer when present in a jurisdiction covered by TPD, and who, by this request for service, are considered in-service when assisting TPD anywhere within the jurisdiction of TPD, and when traveling to or from such activities (required by NMMP worker's compensation policy.)

4. At the sole discretion of the TPD Chief, Troopers may participate in contracted paid events under guidelines approved by the TPD Chief under the TPD Chief's authority, should another agency or private entity wish to hire TPD/NMMP. 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.

5. TPD is encouraged to fuel the Trooper's vehicle used for assisting TPD or compensate the individual NMMP Trooper for fuel used on TPD's behalf, to encourage increased Trooper participation and offset costs incurred by the Trooper. TPD is encouraged to offset other costs that are related to the Trooper's service to the Village of Tularosa (E.g., equipment, dues, maintenance.)

6. Troopers of the New Mexico Mounted Patrol Troop 19 are especially encouraged to assist the TPD in the following situations (but not limited to):

   Performing general law enforcement duties including patrol, answering calls for service, traffic control;

   Working during weekend special events communicated to NMMP Troopers in advance, provided no conflict exists with another agency's event that NMMP Troopers may be obligated to attend;

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

7. Troopers may elect to act as secondary officers, detaining offenders until a TPD officer arrives and turning an offender over to such TPD officer for arrest or other final disposition. It is understood that Troopers may also turn over report calls to a TPD officer, but Troopers will write supplemental reports and participate in court activities whenever necessary. The Chief of TPD shall notify all TPD officers that Troopers have no obligation to act as primary officers.

8. The Chief of the TPD shall provide any forms to Troopers that the Chief deems necessary. Training shall be provided to Troopers on how TPD wishes these forms to be completed.

9. The Chief of the TPD is encouraged to provide voluntary training to Troopers that may benefit both parties.

10. Assistance from Troop 19 of NMMP will be subject to the availability of Troopers and equipment. TPD understands that availability of Troopers may vary but is usually weekends only, as most Troopers work full-time during the week.

11. If planning to assist TPD pursuant to this request for service, Troopers should email using the distribution list containing the email addresses of the TPD Chief's designees. The TPD Chief shall provide these email addresses at the time this agreement is signed. These designees should be notified at least 8 hours prior to the shift the Trooper wishes to work with the day and time of their availability.

12. 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.

13. 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 rectify differences between the parties. Such notice will be deemed delivered when either the TPD Chief or Troop 19 commander of NMMP, is served with such documentation and shall be effective when it is delivered.

14. It is understood that it is not the intention of the parties to use the New Mexico Mounted Patrol to reduce the TPD staffing levels but instead augment the staff of the TPD.

15. The TPD 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 TPD, within 48 hours of receiving or otherwise becoming aware of such court appearance notice.

16. TPD agrees not to release the personal cell phone number or personal address of any Trooper outside of the TPD organization without the consent of the Trooper, including for subpoena purposes. TPD may disseminate the Trooper's NMMP email, and NMMP phone number and extension, as necessary. NMMP Troopers prefer to use the TPD address, NMMP email address, and NMMP telephone number and extension, for communication with the DA's and Public Defender's office, and other outside organizations. All Trooper subpoenas may also go to the NMMP Troop 19 Commander's NMMP email address for service.

17. 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 Dec. 25, 2025

By

X _____ Chief of Police, Village of Tularosa

X _____ Commander, Troop 19