

## **ORDINANCE NO. 31, 2024**

### **AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH SAN LUIS VALLEY EMERGENCY MEDICAL SERVICES FOR EMS SUPPORT IN SWAT OPERATIONS**

**WHEREAS**, the Alamosa Police Department operates a SWAT team that responds across the entire San Luis Valley to critical incidents and large-scale emergencies that can involve the need for emergency medical services as part of the response; and,

**WHEREAS**, the Police Department desires to ensure consistent and coordinated medical response in such situations, and has worked with San Luis Valley Emergency Medical Services in such situations, thereby establishing a fruitful working relationship; and

**WHEREAS**, Part 2 of Article 1, Title 29 of the Colorado Revised Statutes (the "C.R.S.") encourages and authorizes intergovernmental agreements for the joint and cooperative provision of public services; and

**WHEREAS**, C.R.S. § 29-1-203 authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each and to establish a separate legal entity to do so; and

**WHEREAS**, Council considers it is in the best interest of the citizens of Alamosa to outline the responsibilities and guidelines for coordinating the efforts of the Alamosa Police Department and the San Luis Valley Emergency Medical Services in responding to critical incidents involving SWAT operations or high-risk police activities where medical support is deemed necessary;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of Alamosa as follows:

**Section 1. Approval of Intergovernmental Agreement.** The Intergovernmental Agreement attached to this Ordinance is hereby adopted and approved, and the Chief of Police is directed to execute the Agreement and accompanying documents on behalf of the City of Alamosa.

**Section 2. General Repealer.** All other acts, orders, ordinances, resolutions, or portions thereof in conflict with the sections adopted in this Ordinance, are hereby repealed to the extent of such conflict.

**Section 3. Recording and Authentication.** This ordinance, immediately upon its passage, shall be authenticated by the signatures of the Mayor and City Clerk, recorded in the City book of Ordinances kept for that purposes, and published according to law.

**Section 4. Publication and Effective Date.** This ordinance shall take effect ten (10) days after publication following final passage. Publication both before and after final passage shall be by the title of this ordinance, which Council determines constitutes a sufficient summary

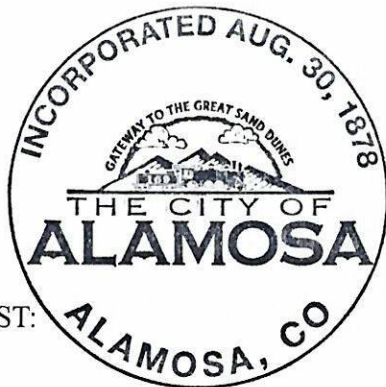
of the ordinance, together with the statement that the full text of the ordinance is available for public inspection and acquisition on the City's website and in the office of the City Clerk.

**Section 5. Declaration of Public Interest.** This ordinance is necessary to preserve the peace, health, safety, welfare, and to serve the best interest of the citizens of the City of Alamosa, Colorado.

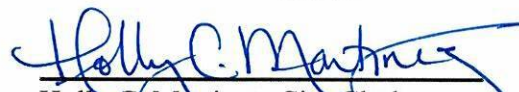
**Section 6. Non-Codification.** The City Clerk is directed not to codify the provisions of this ordinance in the *Code of Ordinances of the City of Alamosa*.

**INTRODUCED, READ AND APPROVED** on first reading the 6th day of November, 2024, and ordered published by title and reference as provided by law with notice of a public hearing to be held for consideration of the adoption of said ordinance on the 20th day of November, 2024, at 7:00 p.m., or as soon thereafter as the matter may be heard, or on such subsequent date to which the Public hearing or Council consideration may be continued.


**APPROVED, AND ADOPTED** after public hearing the 20th day of November, 2024.



ATTEST:

  
Holly C. Martinez, City Clerk

CITY OF ALAMOSA

By   
Ty Coleman, Mayor

## **Agreement for Provision of Emergency Medical Services During SWAT Operations**

**THIS AGREEMENT** is entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between the Alamosa Police Department (APD) and Alamosa County Ambulance District/SLV Health (SLV EMS) to provide for coordinated response efforts for emergency medical services during SWAT operations:

**WHEREAS**, APD and SLV EMS each are or involve political subdivisions of the State of Colorado; and

**WHEREAS**, the constitution and statutes of the State of Colorado, as described in Article XIV, Section 18 of the Colorado State Constitution and Part 2, Article 1, Title 29 of the Colorado Revised Statutes, authorize political subdivisions to enter into contracts which may be of mutual benefit to such entities; and

**WHEREAS**, APD operates a SWAT team that responds across the entire San Luis Valley to critical incidents and large-scale emergencies that can involve the need for emergency medical services as part of the response; and,

**WHEREAS**, APD desires to ensure consistent and coordinated medical response in such situations, and has worked with SLV EMS in such situations, thereby establishing a fruitful working relationship; and

**WHEREAS**, it is in the best interest of the parties hereto and the constituencies they serve to outline the responsibilities and guidelines for coordinating their efforts in responding to critical incidents involving SWAT operations or high-risk police activities;

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

### **SPECIFIC TERMS**

1. **Purpose:** This agreement between SLV EMS and APD is to ensure coordinated response efforts for emergency medical services during SWAT operations or high-risk police activities.
2. **Scope:** This agreement shall apply to any critical incident in the San Luis Valley to which the APD SWAT team shall have been called out, and to which SLV EMS is willing and able to provide medical support pursuant to the terms of this agreement.
3. **Compensation:** This agreement does not contemplate compensation between the parties for fulfilling their duties under this agreement. APD performs its duties under this agreement as part of its mission. SLV EMS performs its duties under this agreement as

part of its mission. Any compensation for duties SLV EMS performs under this agreement is outside the scope of this agreement.

**4. Responsibilities of APD at each call:**

- a. Designate an incident commander to be in charge of operations at a particular incident. The incident commander is responsible for establishing a communication plan for the incident. In particular, the incident commander shall ensure that reliable communication is in place for notifying EMS in the event of injuries during a SWAT operation.
- b. Determine whether to involve SLV EMS, and, if calling out SLV EMS, the request shall be made by the Chief of Police or Captain. A request may be made in person, by email, by phone, or by radio transmission. Any request for aid hereunder shall include a statement of the nature of the incident and shall specify the location to which EMS is to be dispatched, but the amount and type of equipment and/or the number of personnel to be furnished shall be determined by SLV EMS. The request shall also identify and provide contact information for the Incident Commander in charge of deployment of such equipment and/or personnel.
- c. Ensure the safety and security of EMS personnel during active operations by, among other appropriate actions, establishing secure zones for medical intervention and a safe location for staging EMS vehicles.
- d. Communicate effectively with EMS during the planning and execution of missions.

**5. Responsibilities of SLV EMS at each call:**

- a. Upon request for assistance, SLV EMS shall, at its discretion, render such assistance as it may deem available and appropriate for such request. SLV EMS agrees to use its 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 APD.
- b. If SLV EMS determines that no assistance shall be rendered, then SLV EMS shall immediately notify APD 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.
- c. SLV EMS shall report to the incident commander at the location to which the equipment and/or personnel is dispatched and shall be subject to the orders of such incident commander.

- d. SLV EMS shall provide medical support to injured civilians, officers, or suspects as it determines appropriate with EMS personnel on standby during the incident.
- e. SLV EMS shall provide, at a minimum, industry standard Advanced Life Support (ALS) equipment.

**6. Training and Drills:**

- a. The parties shall work together to develop and implement joint training exercises (at least 1 per year) to familiarize themselves with each other's teams and protocols.
- b. Training drills will simulate SWAT operations and EMS responses.

**7. Confidential information:** The parties acknowledge that in the course of performing duties under this agreement, each party may become privy to confidential information of the other party. On the part of APD, such information would likely include information considered "protected health information" as addressed in the Health Information Portability and Accountability Act of 1996 ("HIPAA"), and defined in 45 C.F.R. § 164.103. On the part of SLV EMS, such information would likely include confidential intelligence information and security procedures declared confidential under C.R.S. § 24-72-303, as well as information on ongoing criminal investigations, the disclosure of which could hamper the investigation. To address such confidential information, the parties agree as follows:

- a. **As to APD:** APD agrees and acknowledges that any individual's protected health information that comes within APD's custody, exposure, possession or knowledge or is created, maintained, retained, transmitted, derived, developed, compiled, prepared or used by APD in the course of or in connection with the performance of services under this agreement, is confidential and shall remain the exclusive property of SLV EMS and shall be used, disclosed, transmitted and/or maintained solely in accordance with this agreement and as required by law, as that term is defined in 45 C.F.R. § 164.103. APD agrees and acknowledges that, with respect to protected health information that comes into its possession or to which it is exposed as a function performing under this agreement, it is subject to and agrees to comply with HIPAA and all applicable guidance and regulations issued by the Secretary of Health and Human Services to implement HIPAA and all other applicable law.
- b. **As to SLV EMS:** SLV EMS agrees that with respect to any information it may obtain about ongoing APD investigations or about APD security procedures it may obtain in the course of performing its duties under this agreement, it will maintain such information in strict confidence, and shall not use or disclose such

information other than as permitted or required by this agreement or as required by law.

## **GENERAL TERMS**

1. Each party waives all claims against the other 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.

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. SLV EMS shall, during the entire term of this contract, be construed to be an independent contractor and nothing in this contract is intended, nor shall it be construed, to create an employer/employee relationship, association, joint venture relationship, trust or partnership or to allow APD to exercise discretion or control over the professional manner in which SLV EMS performs under this contract (other than SLV EMS being subject to the direction of the incident commander). SLV EMS shall be fully responsible for payment of all taxes due to state and federal governments which would be withheld from compensation if SLV EMS were a City employee. No party shall be the agent of, or have a right or power to bind, the other party without its express written consent.

8. 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.

9. 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 SLV EMS, through their undersigned authorized representatives, have executed this Agreement for Provision of Emergency Medical Services during SWAT operations as indicated herein below:

ALAMOSA POLICE DEPARTMENT

SAN LUIS VALLEY EMERGENCY  
MEDICAL SERVICES

\_\_\_\_\_  
By George Dingfelder, Chief of Police

\_\_\_\_\_  
By Darrick Garcia, EMS Director