

RESOLUTION 06-02-2020 A RESOLUTION APPROVING A MUTUAL AID MOBILE FIELD ENFORCEMENT INTERLOCAL AGREEMENT IN CASE OF CIVIL UNREST

BE IT HEREBY RESOLVED:

Approved on this 1st day of June 2021.

SECTION 1: The attached document represents the interlocal agreement for mutual aid mobile field enforcement in case of civil unrest.

SECTION 2: This Resolution shall become effective upon passage.

Kirk F. Hunsaker, Mayor	
Attact	
Attest:	
K. Aaron Shirley, City Recorder	

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

INTRODUCTION:

This agreement allows signatory agencies to support each other within the operational area during civil unrest to protect life and property when the event is beyond the capabilities of the affected entity. This agreement supports the mechanism for an immediate response to the requesting agency.

When faced with a disaster or emergency, law enforcement agencies have a responsibility to maintain service and recover in the most expedient way. This can best be accomplished by preparation, coordination, and cooperation with other law enforcement agencies.

When the Chief of Police, Sheriff, or their designee determines that an emergency situation in their jurisdiction may become or is already beyond the control of their department's resources, they may request mutual aid from the Utah County Mobile Field Force Commander selected by the Board of Directors.

This agreement is not intended to create mandatory obligations on the part of a responding agency or to replace or supersede the utilization of day-to-day mutual aid protocols or local agency agreements.

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

SECTION 1 – MUTUAL AID MOBILE FIELD FORCE

PURPOSE

The Mutual Aid Mobile Field Force was developed to create an organized response by allied agencies to mutual aid requests. The term Mutual Aid Mobile Field Force (MAMFF) throughout this section describes this mutual aid element. The MAMFF is an organized, trained, and equipped force of officers and supervisors from allied law enforcement agencies within Utah County and Wasatch County. The operational concept is to deploy a force with sufficient personnel and equipment to mitigate potential or real problems resulting from a formal request for mutual aid.

MAMFF- ADMINISTRATIVE ORGANIZATION

The Board of Directors shall consist of one representative from each party to this Agreement and the Utah County Attorney.

The Executive Board will include six appointed Chiefs of police, designated by the Board of Directors by Majority vote, both Utah and Wasatch County Sheriffs, and a designee from the Utah County Attorney Office. The Executive Board will meet annually at a minimum. The duties of the Executive Board shall be to execute and carry out policies established by the Board of Directors and to establish policies and procedures for the day-to-day operations of the MAMFF.

The Executive Board shall adopt such rules and procedures regarding the orderly conduct of its meetings and discussions, including the frequency and location of meetings, as it shall deem necessary and appropriate.

The Executive Board shall report to the Board of Directors at least annually. The appointed members of the Executive Board may be removed at any time by a majority vote of the Board of Directors.

The CITY OF OREM is appointed by the parties to this Agreement as the financial department for the MAMFF. The CITY OF OREM shall oversee the accounting of the MAMFF, including the budget. Monies paid to the MAMFF shall be deposited with and accounted for by the CITY OF OREM. Funds shall be audited in accordance with standard financial procedures and regularly established laws relating to audit and management of public funds. The CITY OF OREM shall facilitate and make available checking accounts and procurement procedures.

In addition to the above administration, the Utah County Attorney's Office is designated as the entity which will provide legal advice on civil matters related to MAMFF operations. Since a separate entity is not created pursuant to this Agreement, in the event a member law enforcement officer or their employing agency becomes the subject of a claim or lawsuit arising out of a MAMFF operation, the individual law

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enforcement officer or his/her employing agency will be required to defend itself. If two or more member law enforcement officers or their employing agencies become the subject of the same claim or lawsuit arising out of MAMFF operations (hereinafter defendant/s), no defendant will enter into a settlement of all or a portion of the claim or lawsuit without first promptly, and at least two weeks prior to entering into the settlement of all or a portion of the claim or lawsuit, notifying all other defendant/s (including their employing law enforcement agencies if the agency is not a named party) of the terms and conditions of the proposed settlement. All notified defendant/s (including their employing law enforcement agencies if the agency is not a named party) shall keep the proposed settlement confidential and will not disclose the terms and conditions thereof except to the notified defendant/s' attorneys, insurers and officials necessary to evaluate the proposed settlement.

OPERATING GUIDELINES

Activation – The MAMFF will be made available for response pursuant to requests for mutual aid in the event of civil unrest or other major incidents following the guidelines as specified in the State of Utah Guidelines for Law Enforcement Mutual Aid Response Act 53-2a-301.

Upon receipt of a mutual aid request:

- 1. The Chief of Police or Sheriff or designee will notify the Mutual Aid Mobile Field Force Officer in Charge (MAMFF OIC) selected by the Board of Directors, Executive Board.
- 2. The Mobile Field Force Officer in Charge will notify the individual members of the MAMFF via the Everbridge system. This will include the location of the assembly point for the MAMFF as well as event information as needed.

National Incident Management System (NIMS) Incident command System (ICS) – When Activated, the MAMFF will follow the NIMS/ICS protocol outlined in the Law Enforcement Guide for Emergency Operations.

Personnel – The MAMFF will be comprised of personnel from participating Utah County law enforcement agencies, along with UVU, BYU, Wasatch County Sheriff, and Heber City. Each agency is responsible to ensure that appropriate members of the MAMFF are available for deployment in an emergency.

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Equipment – MAMFF members will be equipped with the following equipment by their assigned agency and/or from the MAMFF for response to MAMFF activation:

- Duty Uniform
- Duty Belt
- Eye Protection
- Gloves
- Soft Body Armor
- Ballistic Helmet
- Baton 36" riot
- Department issued Patrol Baton/ASP
- Flashlight
- Riot Shield
- Elbow and Knee Pads
- Shin Guards
- Turtle Shell Chest Protector
- Personal Water System
- Respirator Mask
- Deployment Bag

Communications – To ensure common communications capability, communications equipment will be provided to members of the MAMFF by the MAMFF OIC using the Utah County cached radio system if their home agencies are not currently on the interoperable radio system and they do not have compatible radios.

Training – Appropriate training is crucial to the maintenance of an effective MAMFF. MAMFF training will consist of an initial 24-hour training session and supplemented with quarterly 8-hour MAMFF update training sessions as needed. Each home agency will fund their own officers for training. The initial 24-hour training will be certified through the MAMFF Board, or Utah Peace Officer Standards and Training (POST), or FEMA.

After Action Reports – AARs will be completed by the MAMFF OIC and forwarded to the Incident commander immediately following the event that initiated the MAMFF activation. AARs will be forwarded to the Chief Executive of each agency. AARs will include a synopsis of the event, personnel deployed, hours worked, arrests made, expenditures and reimbursements, problems encountered and recommendations for improvements to the MAMFF program.

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Fiscal Guidelines -

- Payroll. All officers, when assigned to the MAMFF will be paid by their respective agencies.
- Illness. If a MAMFF member becomes ill while assigned to the MAMFF, the MAMFF member's agency sick leave policy will be used. The MAMFF OIC will report any illness to the MAMFF member's agency representative.
- Overtime. All overtime for members of the MAMFF will be the responsibility of their home agency.
- Injury on duty. Any injury to an officer on duty during a MAMFF operation is the responsibility of the home agency.

SECTION 2 – ADMINISTRATIVE GUIDELINES

- 1. **Peace Officer Authority Consent:** When police authority is being exercised in another jurisdiction, the jurisdiction sheriff or police chief shall be notified as a professional law enforcement courtesy.
- 2. **Chain of Command:** In a MAMFF deployment, the MAMFF will be assigned to support the Incident Commander of the mutual aid event. When operating as part of the MAMFF, assigned officers will be placed under the operational control of the MAMFF OIC. The MAMFF OIC is subordinate to the incident command but should advise on tactics and operations based on the specialized training and experience gained as the MAMFF OIC.
- 3. **Public Order Unit (POU):** The POU is a 30-member team within the body of the MAMFF, selected by leadership of the MAMFF, trained according to the MAMFF Training Manual, and equipped by all participating agencies and funded proportionately according to census. This team is deployed under the direction of the MAMFF leadership. Members of the POU shall be designated for a term of no less than three years.
- 4. **Use of Force:** Responding officers will adhere to their agency's Use of Force policies when deployed to MAMFF events.
- 5. **Officer-Involved Critical Incident:** The investigation of officer-involved critical incident shall be under the existing Officer Involved Critical Incident (OICI) protocol. In the case of a MAMFF event, the MAMFF OIC would immediately notify the involved officers' agencies.

- 6. **Arrests:** It shall be the primary responsibility of the police agency having immediate jurisdiction of the incident to furnish arrest teams or other arresting personnel. In instances where the requesting agency by reason of size does not have an arrest team, at least one uniformed member of that agency shall participate as a member of a responding arrest team, when practical.
 - A Field Booking Team may be established to facilitate the booking process and transportation of those arrested. The size of the team depends on the nature of the incident and the number of arrests expected. Arrestees in need of medical treatment or who are rejected by the Utah County Jail for medical reasons shall be transported by the requesting agency for medical treatment and clearance if possible. The requesting agency shall hold the responding agencies harmless for arrestee medical expenses incurred to obtain jail medical clearance.
 - In all types of disturbances, in addition to arrest teams, jurisdictions should utilize special teams for photography and video recordings. Liaison should be established to obtain and/or view photographs and videotapes taken by news media, television stations and amateur photographers.
 - Officers equipped with body worn cameras (BWC) should activate their cameras during a MAMFF operation according to their agency policy.
 - Particularly in a mass arrest scenario, all arrestees should be photographed with the arresting officer (the officer who witnessed the arrestee commit violations).
 The photo should include a written placard with the arrestee's identifiers. The arresting officer will document the arrest in a police report written and submitted in their home agency report system.
- 7. **Detention:** The requesting agency will be responsible for all field-booking procedures, including photography, fingerprinting, and booking sheets. The Sheriff will aid as needed, if requested.
- 8. **Transportation of Arrestees:** If the requesting agency cannot handle the transportation of arrestees or its resources are taxed, the Sheriff will assist in transportation from the scene to the County Jail or other designated holding facilities.
- 9. **On-Duty Motor Vehicle Collisions**: Responding agency members who are involved in on-duty motor vehicle collisions while working as a part of the MAMFF will report the incident to their immediate supervisor as well as the MAMFF OIC. The MAMFF OIC will ensure the collision is reported and investigated by the jurisdictional police agency or request a parallel investigation if the officer is in his/her own jurisdiction. Copies of the completed collision report will be forwarded to the MAMFF OIC, along with the officer's agency. The involved officer will be responsible for meeting specific requirements detailed within their agency's vehicle accident reporting policy.
- 10. **On-Duty Injuries**: When a responding agency officer is injured on-duty while assisting as part of the MAMFF, the requesting agency OIC will ensure the immediate medical attention is administered to the officer. The injured officer's agency will be notified as soon as possible. During a MAMFF training or deployment, the MAMFF OIC will ensure those responsibilities are addressed.

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- 11. **Citizen Complaints**: Complaints regarding misconduct of officers who are assisting in the capacity of MAMFF, will be directed to the agency of the officer against whom the complaint is filed. Completion of any required investigation will be the responsibility of the subject officer's agency. The MAMFF OIC, if aware of a complaint during deployment, shall document the facts surrounding the complaint and any other relevant information, and forward to the involved officer's agency to investigate.
- 12. **Food, Lodging**: The requesting agency is responsible for the provision of food and lodging support to all officers assigned to provide mutual aid through this agreement.

SECTION 3 – INDEMNIFICATION AND LIMITATION OF LIABILITY

Requesting and responding agencies will indemnify, save, and hold harmless all other requesting and responding agencies and their officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to persons or property, including but not limited to any and all administrative fines, penalties or costs imposed as a result of an administrative or quasijudicial proceeding, arising directly or indirectly from or connected with the mutual aid provided hereunder to the extent caused, in whole or in part, by the negligence or willful misconduct of the requesting or responding agency, and its employees, agents, contractors, subcontractors, volunteers, or any persons under their direction or control in the performance of this agreement.

- Conformance with Federal and State Regulations and Laws: Should Federal or State regulations or laws touching upon the subject of this agreement be adopted or revised during the term hereof, this agreement will be deemed amended to assure conformance with such federal or state requirements.
- Each party agrees to be adequately self-insured or maintain adequate insurance coverage for its own equipment and personnel, including liability, worker's compensation, and property damage.
- All parties to this agreement shall have equal access to the records created by any of the agencies involved in a request for assistance so they can have the appropriate information to defend themselves in lawsuits, subject to Utah Code 63G-2-206.
- If a party to this agreement is served with a notice of claim, demand letter, or formal legal complaint arising out of a MAMFF operation, that party shall notify every other party who responded to a request for assistance arising out of or connected with the same incident or emergency.

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SECTION 4 – PERSONNEL AND EQUIPMENT

The requesting agency will be responsible for supplying and/or replacing supplies needed and/or used by officers from responding agencies. These supplies shall include food, fuels, lodging, or any other consumable supplies including ammunition that are reasonably needed to sustain the officers in enforcing the law and maintaining order. Responding agencies will be responsible for any repairs and/or damages done to its own vehicles and their member personal equipment including radios furnished by the member's agency because of participation in a MAMFF event.

SECTION 5 – TERM, MODIFICATION, TERMINATION AND REVIEW

Term – This agreement shall be in effect for a period of 50 years for its commencement or until it is replaced or discontinued following the provisions contained in this section and commences among signatory parties when this agreement has been approved by at least 5 signatory Parties.

Modification - No changes or modification to this agreement shall be valid or binding upon parties to this agreement unless such changes or modification are in writing and executed by the parties.

Termination – This agreement may be terminated as to any single party when that party gives notice to all the other participating parties in writing at least 90 days prior to its intended withdrawal from this agreement.

Review - This agreement shall be reviewed at least annually and submit the agreement to the Board of Directors for review as provided in Section 5. Except as reasonably necessary, no amendment to this agreement shall take effect sooner than 90 days after notice of said amendment to all MAMFF members.

SECTION 6 – Agreement Review and Updates

The Mutual Aid Mobile Field Force Executive Board shall review this Agreement and submit the Agreement to the Board of Directors for updating, as necessary.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Mutual Aid Agreement, after resolutions duly and lawfully passed on the dates listed below:

UTAH COUNTY	
Authorized by Resolution No, 2021	
BOARD OF COUNTY COMMISSIONERS UTAH COUNTY, UTAH	
Chairman	
Utah County Clerk/Auditor	Reviewed as to form and compatibility with the laws of the State of Utah
By: Deputy Clerk/Auditor	COUNTY ATTORNEY

PROVO CITY		
Authorized by Resolution No of, 2021.	, authorized and passed on the day	
MAYOR		
ATTEST: with the laws of the State of Utah	Reviewed as to form and compatibility	
CITY RECORDER	CITY ATTORNEY	

CITY OF OREM		
Authorized by Resolution No of, 2021.	, authorized and passed on the day	
MAYOR		
ATTEST: with the laws of the State of Utah	Reviewed as to form and compatibility	
CITY RECORDER	CITY ATTORNEY	

PLEASANT GROVE CITY	
Authorized by Resolution No of, 2021.	, authorized and passed on the day
MAYOR	
ATTEST: with the laws of the State of Utah	Reviewed as to form and compatibility
CITY RECORDER	CITY ATTORNEY

AMERICAN FORK CITY	
Authorized by Resolution No of, 2021.	, authorized and passed on the day
MAYOR	
ATTEST: with	Reviewed as to form and compatibility
the laws of the State of Utah	
CITY RECORDER	CITY ATTORNEY

ALPINE CITY		
Authorized by Resolution No of, 2021.	, authorized and passed on the day	
MAYOR		
ATTEST: with the laws of the State of Utah	Reviewed as to form and compatibility	
CITY RECORDER	CITY ATTORNEY	

SPANISH FORK CITY		
Authorized by Resolution No of, 2021.	, authorized and passed on the day	
MAYOR		
ATTEST: with the laws of the State of Utah	Reviewed as to form and compatibility	
CITY RECORDER	CITY ATTORNEY	

SANTAQUIN CITY		
Authorized by Resolution No of, 2021.	, authorized and passed on the day	
MAYOR		
ATTEST: with	Reviewed as to form and compatibility	
the laws of the State of Utah		
CITY RECORDER	CITY ATTORNEY	

	LEHI CITY
Authorized by Resolution No of, 2021.	, authorized and passed on the day
MAYOR	
ATTEST: with the laws of the State of Utah	Reviewed as to form and compatibility
CITY RECORDER	CITY ATTORNEY

SPRINGVILLE CITY		
Authorized by Resolution No of, 2021.	, authorized and passed on the day	
MAYOR		
ATTEST: with the laws of the State of Utah	Reviewed as to form and compatibility	
CITY RECORDER	CITY ATTORNEY	

PAYSON CITY		
Authorized by Resolution No of, 2021.	, authorized and passed on the day	
MAYOR		
ATTEST: with the laws of the State of Utah	Reviewed as to form and compatibility	
CITY RECORDER	CITY ATTORNEY	

MAPLETON CITY	
Authorized by Resolution No of, 2021.	, authorized and passed on the day
MAYOR	
ATTEST: with	Reviewed as to form and compatibility
the laws of the State of Utah	
CITY RECORDER	CITY ATTORNEY

SALEM CITY	
Authorized by Resolution No of, 2021.	, authorized and passed on the day
MAYOR	
ATTEST: with the laws of the State of Utah	Reviewed as to form and compatibility
CITY RECORDER	CITY ATTORNEY

HIGHLAND CITY	
Authorized by Resolution No of, 2021.	, authorized and passed on the day
MAYOR	
ATTEST: with the laws of the State of Utah	Reviewed as to form and compatibility
	CITY ATTORNEY
CITY RECORDER	CITY ATTORNEY

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Authorized by Resolution No. _______, authorized and passed on the ______ day of _______, 2021. MAYOR ATTEST: Reviewed as to form and compatibility with the laws of the State of Utah CITY RECORDER CITY ATTORNEY

LINDON CITY	
Authorized by Resolution No of, 2021.	, authorized and passed on the day
MAYOR	
ATTEST: with the laws of the State of Utah	Reviewed as to form and compatibility
CITY RECORDER	CITY ATTORNEY

LONE PEAK PUBLIC SAFETY DISTRICT	
Authorized by Resolution No of, 2021.	, authorized and passed on the day
ITS:	
ATTEST: with the laws of the State of Utah	Reviewed as to form and compatibility
DISTRICT SECRETARY	 DISTRICT ATTORNEY

CITY OF CEDAR HILLS	
Authorized by Resolution No of, 2021.	, authorized and passed on the day
MAYOR	
ATTEST: with	Reviewed as to form and compatibility
the laws of the State of Utah	
CITY RECORDER	CITY ATTORNEY

CITY OF HEBER	
Authorized by Resolution No of, 2021.	, authorized and passed on the day
MAYOR	
ATTEST: with the laws of the State of Utah	Reviewed as to form and compatibility
CITY RECORDER	CITY ATTORNEY

WASATCH COUNTY		
Authorized by Resolution No, 202		
BOARD OF COUNTY COMMISSIONERS WASATCH COUNTY, UTAH		
Chairman		
ATTEST: Marcy Murray Utah County Clerk/Auditor	Reviewed as to form and compatibility with the laws of the State of Utah	
By:		
Deputy Clerk/Auditor	COUNTY ATTORNEY	