

City Council Staff Report



Applicant:

NA

Location:

Mapleton Police
Department

Prepared By:

John Jackson, Public
Safety Director

Public Hearing:

No

Attachments:

Mobile Field Force
Agreement

REQUEST

Allow the Mapleton Police Department to enter in to a Mutual Aid agreememnt with other Utah County Police agencies for Mobile Field Force services (civil unrest).

BACKGROUND & DESCRIPTION

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.

EVALUATION

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.

RECOMMENDATION

Allow the Mapleton Police Department to participate in the Utah County Mobile Field Force program.

RESOLUTION NO. 2021-

CONSIDERATION OF A RESOLUTION OF THE MAPLETON CITY COUNNCIL ALLOWING THE PUBLIC SAFETY DIRECTOR TO USE IMPACT FEES TO PURCHASE A PUBLILC SAFETY UTV.

WHEREAS, Mapleton City maintains a full time police force with the responsibility of carrying out all aspects of police services,

WHEREAS, it is imperative in cases of civil unrest in which the police force may not have adequate staffing and/or equipment, that neighboring jurisdictions be called upon to assist

NOW THEREFORE, BE IT RESOLVED by the City Council of Mapleton, Utah, to allow the Mapleton Police Department to enter in to a mutual aid agreement with other Utah County Police Agencies for Mobile Field Force services.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF MAPLETON, UTAH, This 16th day of June, 2021.

Dallas Hakes, Mayor

ATTEST:

Camille Brown
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, it is their responsibility to request mutual aid from the Utah County Mobile Field Force Commander.

This agreement is not intended 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 is to describe 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, both Utah and Wasatch County Sheriffs, and a designee from the Utah County Attorney Office. This board will meet at a minimum of annually. The duties of the Executive Board shall be to execute and carry out policies established by the Administrative Board 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 enforcement officer or his employing agency will be required to defend itself. If two or

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

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, notify 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.

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)
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.

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

Equipment – MAMFF members will be equipped with the following equipment by their assigned agency 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. The initial 24-hour training will be certified through the MAMFF Board, Utah Peace Officer Standards and Training (POST), and FEMA.

AARs – 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.

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

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 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, that sheriff or police chief shall be notified as a professional and 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 IC, 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 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 Shootings:** The investigation of officer-involved shootings 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' agency.

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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.
- 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 be operated according to their agency policy.

7. **Detention:** The requesting agency will be responsible for all field-booking procedure, 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 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.

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.

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12. **Food, Lodging:** The requesting agency is responsible for the provision of food and lodging support to all officers assigned through mutual aid.

SECTION 3 – INDEMNIFICATION AND LIMITATION OF LIABILITY

Requesting agencies will indemnify, save, and hold harmless 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 any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed, or alleged to be caused, in whole or in part, by the negligence or willful misconduct of requesting agencies, employees, agents, contractors, subcontractors, or any persons under its 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.
- If a party to this agreement is served with a claim of lawsuit 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.

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 supplies that are reasonable needed to sustain the officers in enforcing the law and maintaining order. The responding agency will be responsible for any repairs and/or damages done to its own vehicles because of participation in a mutual aid event.

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

SECTION 5 – TERM, MODIFICATION, TERMINATION AND REVIEW

Term – This agreement shall be in effect until it is replaced or discontinued following the provisions contained in this section and commences when this agreement has been approved by all 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 and/or updated as needed annually, by the MAMFF Board of Directors.

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:

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

UTAH COUNTY

Authorized by Resolution No. _____, authorized and passed on the
_____ day of _____, 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

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

PROVO CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

DRAFT

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

CITY OF OREM

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

DRAFT

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

PLEASANT GROVE CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

DRAFT

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

AMERICAN FORK CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

DRAFT

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

ALPINE CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

DRAFT

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

SPANISH FORK CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

DRAFT

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

SANTAQUIN CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

DRAFT

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

LEHI CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

DRAFT

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

SPRINGVILLE CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

DRAFT

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

PAYSON CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

DRAFT

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

MAPLETON CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

DRAFT

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

SALEM CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

DRAFT

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

HIGHLAND CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

DRAFT

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

SARATOGA SPRINGS CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

DRAFT

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

LINDON CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

DRAFT

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

LONE PEAK PUBLIC SAFETY DISTRICT

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2021.

ITS:

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

DISTRICT SECRETARY

DISTRICT ATTORNEY

DRAFT

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

CITY OF CEDAR HILLS

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

DRAFT

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

CITY OF HEBER

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2021.

MAYOR

ATTEST:
with
the laws of the State of Utah

Reviewed as to form and compatibility

CITY RECORDER

CITY ATTORNEY

DRAFT

Multi-Agency

MUTUAL AID MOBILE FIELD FORCE AGREEMENT

WASATCH COUNTY

Authorized by Resolution No. _____, authorized and passed on the
_____ day of _____, 2021.

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