

RESOLUTION NO. 2019-\_\_\_\_\_

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT  
BETWEEN SUMMIT COUNTY, UTAH AND UINTA COUNTY,  
WYOMING FOR MUTUAL AID AND ASSISTANCE IN LAW  
ENFORCEMENT.**

**WHEREAS**, The Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code permits governmental units to enter into agreements with agencies of other states for the joint exercise of power or powers, privileges or authority, including law enforcement; and

**WHEREAS**, Summit County and Uinta County entered into a Mutual Aid Agreement in 2015 concerning their respective law enforcement authority for a period of four (4) years; and

**WHEREAS**, Summit County, Utah and Uinta County, Wyoming desire to continue the association and enter into an Agreement whereby the parties will assist each other in providing emergency response, services and equipment by their respective agencies when, if and as needed or requested;

**NOW THEREFORE BE IT RESOLVED** by the Summit County Council to enter into the attached Interlocal Agreement with Uinta County, Wyoming for the purposes authorized in the Agreement. Be it further resolved that the attached agreement is hereby approved. The Chair of the Summit County Council is authorized and directed to execute the Agreement and any other document necessary to effect the purpose of the Agreement on behalf of Summit County.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2019

**SUMMIT COUNTY COUNCIL**

By: \_\_\_\_\_  
Roger Armstrong, Chair

Councilor Clyde \_\_\_\_\_  
Councilor Robinson \_\_\_\_\_  
Councilor Carson \_\_\_\_\_  
Councilor Wright \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Summit County Clerk

**LAW ENFORCEMENT**  
**INTERSTATE MUTUAL AID AGREEMENT**

**UINTA COUNTY, WYOMING, SHERIFF'S OFFICE; and SUMMIT COUNTY, UTAH, SHERIFF'S OFFICE;** the parties.

Pursuant to lawful authority, the party Wyoming law enforcement agency and law enforcement agency of adjoining Summit County, State of Utah, do hereby enter into this Mutual Aid Agreement (Agreement) for law enforcement assistance pursuant to WYO.STAT. § 7-3-901 *et. seq.* and Utah Code Title 11-13-101 *et. seq.*

**Definitions.**

1. A Law Enforcement Agency means a lawfully established federal, state or local public agency that is responsible for the prevention and detection of crime and the enforcement of penal, traffic, regulatory or criminal laws;
2. A Party Law Enforcement Agency means a law enforcement agency that is a party to this mutual aid agreement as set forth in this agreement;

**Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The Wyoming Attorney General shall approve the Agreement and the agreement is not in effect until signed by the Wyoming Governor. The Agreement shall be filed with the Wyoming Secretary of State within 20 days of Attorneys General approval.

**Purpose.** The purpose of this Agreement shall be to establish the terms and conditions under which a party Wyoming law enforcement agency and a party law enforcement agency of an adjoining state may render assistance one to the other in the provision of law enforcement services. Nothing contained herein is intended to affect any other emergency management agreement or compact existing between the parties.

**Duration.** This Agreement shall be effective from 20 April 2019 to 19 April 2023, but under no circumstances longer than four (4) years from the date on which it first becomes effective.

**Termination.** This Agreement may be terminated by any party at any time upon reasonable written notice from one party to the other parties. Property shall be returned to the party which provided such property during the special event or emergency, after the mutual aid is completed.

**Manner of Financing and Budget.** Each party will be responsible for the payment of compensation and benefits for its law enforcement employees who provide mutual aid assistance under this Agreement. Each party shall independently budget for expected expenses under this Agreement, but may seek reimbursement from the requesting party for actual expenses incurred in providing law enforcement aid.

**Administration of Mutual Aid Agreement.** The parties may designate a joint board to administer this Agreement. Such joint board may coordinate all activities and mutual aid efforts of the parties under the Agreement. Pre-incident planning may be appropriate in certain special events or emergencies. The parties may create standardized schedules, lists of equipment and personnel that may be utilized in the special event or emergency. Procedures for acquisition of equipment may be created and implemented in anticipation of special events or emergencies.

**Agreement Not to Relieve Agency of Duties.** Nothing in this Agreement shall relieve any law enforcement agency of any duty imposed upon it by law.

**Limitation of Powers.** Except for the right granted by this Agreement to jointly exercise powers, the Agreement does not authorize any law enforcement agency responding to a request for assistance to exercise any power within the requesting state's jurisdiction that the requesting state's law enforcement agency is not otherwise authorized to exercise.

**Minimum Standards for Law Enforcement Employees.** It is agreed that each party law enforcement employee rendering mutual aid pursuant to this Agreement shall have met the minimum standards for certification in his home state and that such employee shall be deemed to meet the minimum standards for certification in the state receiving mutual aid. However, nothing herein contained shall be construed to entitle such officer to receive any actual license or certification from the state receiving aid.

**Conditions Under Which Aid May Be Provided.** Mutual aid under this Agreement shall provide law enforcement assistance in an emergency or special event as determined by Wyo. Stat. § 7-3-904(b). The agreement specifies what emergency situations or special events are contemplated, subject to subsequent written approval.

Emergency law enforcement mutual aid may be provided for:

1. Life or death incidents;
2. Accidents or incidents involving a serious injury or fatality;
3. Crime scenes involving protection of human life;
4. Officer in danger;
5. Threats to public safety or health;
6. Felony committed in presence of officer;
7. Misdemeanors committed in presence of officer, which pose immediate danger

**Authority Granted.** This Agreement grants a law enforcement employee of the responding party law enforcement agency acting within the territorial jurisdiction of the requesting law enforcement agency to act as if he were a duly appointed and qualified law enforcement employee of the law enforcement agency his is assisting.

**Chain of Command/Delegation of Authority.** A law enforcement officer rendering aid within the territorial jurisdiction of the requesting party law enforcement agency shall be subject to the command and control of the ranking law enforcement employee of the party receiving aid.

**Respective Liability.** In the circumstance of mutual aid provided by a party law enforcement agency of an adjoining state, each party will bear its own risk of liability and will defend and indemnify its own employees. Wyoming peace officers will remain covered as usual under Wyoming statutes.

Nothing herein contained shall be construed to waive any defense or immunity of either party, county, state or its employees which would otherwise apply.

**Entirety of Agreement.** This Agreement, consisting of three (3) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**Signatures.** The parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The effective date of this Agreement is the date of the signature last affixed to this page.

**FOR WYOMING**

\_\_\_\_\_  
Mark Mead, Governor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Wyoming Attorney General

\_\_\_\_\_  
Date

**FOR SUMMIT COUNTY, UTAH**

\_\_\_\_\_  
Summit County, Utah, County Council

\_\_\_\_\_  
Date

\_\_\_\_\_  
Summit County Sheriff

\_\_\_\_\_  
Date

**FOR UINTA COUNTY, WYOMING**

\_\_\_\_\_  
Uinta County, Wyoming, Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Uinta County Sheriff

\_\_\_\_\_  
Date