

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Motion to authorize the City Manager to execute an interlocal cooperative agreement to provide law enforcement mutual aid and mobilization between the cities of King County, University of Washington Police, and King County
DEPARTMENT:	Police Department
PRESENTED BY:	Denise Pentony, Chief of Police

PROBLEM/ISSUE STATEMENT:

This interlocal agreement was reviewed at the July 7 City Council meeting. At that time there was Council concurrence to bring it forward for action.

Until now, there has not been a provision in law to mobilize law enforcement in a coordinated and predicable approach in cases of disaster of an unprecedented size or acts of terrorism and civil unrest. There were no provisions for activating statewide law enforcement and for covering those expenses related to that activation. Fire Departments in Washington do have such a plan, and it has worked very well in cases such as the wild land fires in eastern Washington. For the past ten years law enforcement has attempted to have a similar plan and was unsuccessful until 2003.

The Law Enforcement Mutual Aid and Mobilization Plan was adopted in to law under Senate Bill 5935.

The Plan provides for the oversight of the mobilization by the Washington State Department of Military and the State Patrol and a means for reimbursement for the local jurisdiction that incurs expenses during a mobilization. It also provides policy and organizational structure during a large-scale mobilization. Additionally, the Plan calls for local regions to conduct joint planning and to create regional intergovernmental agreements to guide the operational aspects of a regional mobilization.

ALTERNATIVES ANALYZED:

The Statewide Plan calls for regions to engage in regional planning and to create interlocal agreements between participating agencies. In the State Plan, King County has been identified in the South Puget Sound Region. Our region includes King, Pierce, Kitsap, and Mason counties.

The Regional Law Enforcement Mobilization Committee was created in King County and has been developing an interlocal agreement over the past nine months. The interlocal agreement has been reviewed by the King County Police Chiefs Association and was approved. The interlocal agreement is ready for adoption by all municipalities, King County and the University of Washington. Each jurisdiction will be signing on to the Plan.

There are two alternatives:

1. Choose not to execute the Interlocal Agreement for King County. In this case, Shoreline would lack joint planning and coordination. It would not be eligible for mutual assistance and funding covered under this agreement and would lack agreement on issues such as: insurance coverage of mutual aid officers, coordinated press relations, control, and record keeping.
2. Execute the Interlocal Agreement. This will allow for joint planning, training and it will ensure that Shoreline will benefit from the assistance of other law enforcement agencies should a mobilization be required. The other benefit is that Shoreline will be in control of the scene, using the Incident Command System.

Staff recommends alternative 2 – execution of the Interlocal Agreement.

FINANCIAL IMPACT:

There are no negative financial impacts. Shoreline would be reimbursed if we loaned officers under a mobilization to other agencies and Shoreline would be eligible for reimbursement from the State if we incurred a mobilization.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute the interlocal cooperative agreement to provide law enforcement mutual aid and mobilization between the cities of King County, University of Washington Police, and King County.

Approved By:

City Manager 

City Attorney 

INTRODUCTION

Council has now reviewed the Statewide Law Enforcement Mutual Aid and Mobilization Plan and the Interlocal Cooperative Agreement between all King County law enforcement agencies on two occasions, January 6 and July 7, 2003.

BACKGROUND

The Washington State Law Enforcement Mobilization Plan was signed into law by Governor Locke, under Senate Bill 5935, Chapter 405, Laws of 2003 (new sections 5 – 13) and is now codified in Chapter 43.43 RCW.

The Statewide Plan will allow for a coordinated approach to the mobilization of law enforcement for large-scale disasters, acts of terrorism and civil unrest. The Plan provides for reimbursement from the State to local jurisdictions where such an event may occur. The reimbursement is designed to mitigate the costs of a local agency that may overwhelm its resources. When mutual aid and mobilization is instituted, those agencies lending their resources will be reimbursed also.

The Statewide Plan calls for regional systems and joint planning to occur. King County agencies have been engaged in joint planning and have developed an Interlocal Agreement that will memorialize operational details of a mobilization. The Interlocal Agreement is ready for adoption. It is included as Attachment 1. Addendum A of the Interlocal Agreement outlines response protocols.

DISCUSSION

In the event of a major disaster or terrorism incident, local police have jurisdiction to manage the scene. Should local resources be taxed beyond the ability of the local police to respond, mutual aid from adjoining agencies will be provided to assist. If the disaster or incident is of a regional nature, the incident will fall under RCW 38.54.050, and thus will qualify for reimbursement. An example of this was the World Trade Organization Summit held in Seattle in November of 1999. Protests and riots in the streets of Seattle quickly consumed all of the Seattle Police Department's resources. Other agencies were called in from all over the State. There was no real plan in place to share resources or determine how those resources would be managed. There was also no provision to reimburse the agencies assisting in the event.

This Plan and Interlocal Agreement will give law enforcement structure and predictability when mobilization is required. Regional committees will oversee the Interlocal Agreement and a statewide committee will oversee the Statewide Plan. Those plans will be reviewed and amended as needed.

This is the first plan of its kind for Washington law enforcement and agencies all across the State are signing on to regional interlocal agreements.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute the interlocal cooperative agreement to provide law enforcement mutual aid and mobilization between the cities of King County, University of Washington Police, and King County.

Attachment 1: Interlocal Cooperative Agreement, including Addendum A (King County Mutual Aid Response Protocols for Law Enforcement)

Attachment 1

**INTERLOCAL COOPERATIVE AGREEMENT
TO PROVIDE LAW ENFORCEMENT MUTUAL AID AND MOBILIZATION
BETWEEN THE CITIES OF KING COUNTY, UNIVERSITY OF WASHINGTON
POLICE, AND KING COUNTY**

1. **DATE OF AGREEMENT AND PARTIES.** This agreement, dated the first day of June 2003 for reference purposes only, is entered into by the undersigned municipal corporations or towns organized or created under the laws of the State of Washington, the University of Washington Police Department, and the King County Sheriff's Office.
2. **AUTHORITY FOR AGREEMENT.** This Agreement is entered into as an interlocal agreement pursuant to the Interlocal Cooperation Act as codified in Chapter 39.34 of the Revised Code of Washington, specifically RCW 39.34.080.
3. **PURPOSE OF THE AGREEMENT.** Each party has the power, authority and responsibility to provide police protection for its citizens within its boundaries. On occasion, the demand for law enforcement services within a jurisdiction may exceed that department's ability to respond in a timely manner. When that occurs, the police department or departments of other jurisdictions may be capable of providing backup law enforcement services. In order to fulfill their respective obligations to their citizens, the parties desire to provide backup law enforcement services to each other under the terms and conditions set forth below.
4. **MUTUAL AID LAW ENFORCEMENT SERVICES.** Each party will to the best of its ability, furnish mutual aid law enforcement services to, and at the request of, any other party whose police department is taxed beyond its ability to respond, and render law enforcement services in a timely manner. Each jurisdiction shall confer police authority on those police officers from other jurisdictions providing mutual aid law enforcement services and enforcing the requesting jurisdiction's ordinances. The mutual aid officers shall proceed at the direction of the requesting department's police chief or sheriff or their designee. The responding department maintains the discretion to determine whether its own police department will not or cannot provide the requested mutual aid services. The responding department also maintains the discretion to determine at any time during the response that it may stop providing assistance. Upon determining that it will not respond or that it will stop assisting, the department shall immediately notify the requesting department of the change in mutual aid law enforcement services provided. The responding department shall be the sole judge of its ability to respond or to remain, and assumes no liability for declining to respond or for leaving.
5. **SERVICES INCLUDED.** For purposes of this Agreement, mutual aid law enforcement services shall mean supplemental response to assist at least one officer from the primary agency. Such services will typically be of a first responder type of service such as patrol response. Response protocols for this Agreement are outlined in "Addendum A".

6. TERM. This Agreement shall be effective on June 1, 2003 for one (1) year, regardless of the date of execution and shall be automatically renewed on May 31st of each successive year. Any party may terminate its participation in this Agreement by giving 60 days notice of termination to all participating parties hereto.
7. INDEPENDENT CONTRACTOR. The parties acknowledge and agree that in the performance of this Agreement, they are acting as independent contractors and not as agents of each other.
8. INDEMNITY AND HOLD HARMLESS. Each jurisdiction which is a party to this Agreement hereby agrees to accept liability for any act, error or omission of its own employees of whatever kind and nature and from whatever cause arising out of or connected with the performance of this Agreement, and to indemnify and hold the other jurisdictions and their employees harmless from any such liability, claim, or cause of action, including amounts arising out of the performance, by that jurisdiction's employees, of this Agreement. All liability for salaries, wages and other compensation of law enforcement officers shall be that of their respective employers.
9. GOVERNING BODY. This Agreement shall be administered by a joint board, which consists of the police chief of each named jurisdiction and the King County Sheriff. Administration of this Agreement includes, but is not limited to, (1) each participant identifying the resources available to aid participating jurisdictions; (2) review of the response protocols (Addendum A); and (3) participation in the Regional and/or State Mobilization efforts. A quorum of the membership is necessary for any modification of the mobilization plan. Meetings may be called upon the request of any 3 board members with 30 days minimum notice.
10. COUNTERPARTS. This Agreement shall be signed in counterparts and, if so signed, shall be deemed one integrated agreement.
11. MODIFICATION. The parties may amend, modify, or supplement this Agreement only by written agreement executed by all the parties hereto.
12. MERGER AND ENTIRE AGREEMENT. This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

Signature page immediately following

**INTERLOCAL COOPERATIVE AGREEMENT
TO PROVIDE LAW ENFORCEMENT MUTUAL AID AND MOBILIZATION
BETWEEN THE CITIES OF KING COUNTY, UNIVERSITY OF WASHINGTON
POLICE, AND KING COUNTY**

SIGNATURE PAGE

CITY OF Algona

By: _____
Date

CITY OF Auburn

By: _____
Date

CITY OF Bellevue

By: _____
Date

CITY OF Black Diamond

By: _____
Date

CITY OF Bothell

By: _____
Date

CITY OF Burien

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CITY OF Carnation

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CITY OF Clyde Hill

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CITY OF Covington

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CITY OF Des Moines

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CITY OF Duvall

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CITY OF Enumclaw

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CITY OF Mercer Island

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CITY OF Kent

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CITY OF Lake Forest Park

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CITY OF Medina

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CITY OF Newcastle

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CITY OF North Bend

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CITY OF Redmond

By: _____
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CITY OF Sammamish

By: _____
Date

CITY OF SeaTac

By: _____
Date

CITY OF Seattle

By: _____
Date

CITY OF Snoqualmie

By: _____
Date

CITY OF Woodinville

By: _____
Date

County of King

By: _____
David G. Reichert Date
King County Sheriff

County of King – Airport Police

By: _____
Ron Griffin Date
KC Airport Police Chief

University of Washington Police

By: _____
Weldon Ihrig Date
Executive Vice President

CITY OF _____

By: _____
Date

CITY OF Shoreline

By: _____
Date

CITY OF Tukwila

By: _____
Date

CITY OF _____

By: _____
Date

Port of Seattle

By: _____
T. M. Kimsey Date
Chief of Police

ADDENDUM "A"

**KING COUNTY MUTUAL AID
RESPONSE PROTOCOLS
FOR LAW ENFORCEMENT**

I. Authority

All parties to the King County Mutual Aid Agreement will ensure a process is established to commit manpower and resources.

II. Request For Mutual Aid

1. In the event of major disorder or other law enforcement operation the first law enforcement resources to be used shall be those of the primarily responsible agency. In the event that such resources are inadequate to control the situation by the primarily responsible agency, or there is a need for a specialized unit, a request for mutual aid under this plan will be made directly to an assisting agency. Such requests for assistance shall, if possible, specify the number of police officers and types of equipment required, where and to whom such officers are to report, and where and to whom the equipment should be delivered.
2. Rendering assistance under the terms of this agreement shall not be mandatory, except that if assistance can't be rendered, the requestee should immediately inform the requestor if, for any reason, assistance can't be rendered. It is understood that consideration as to whether assistance can be provided or not must be determined by the requestee.
3. In the event of mobilization under this agreement, the primarily responsible agency shall assume incident command, unless the primarily responsible agency specifically requests that a different law enforcement agency fulfill this responsibility, or unless the scope of the problem is multi-jurisdictional, in which case a unified command shall be established. This shall include directing the assignment of all personnel and equipment. The assignment of duties to officers of assisting agencies shall be made by the incident commander of the primary responsible agency unless that responsibility is delegated to a different law enforcement agency as indicated above.
4. The primary responsible agency shall have the responsibility of establishing a command post and notifying all assisting agencies at the earliest possible time of its location. The Incident Commander shall establish a-command post in such a manner as to provide an area suitable for the staging and directing of all resources.

Arrests

Arrest policies will be determined by the Incident Commander in charge of the event. Transportation of prisoners to jail facilities will be coordinated by the Incident Commander.

The primarily responsible agency will be responsible for providing supplies that are reasonably needed to sustain the responding officers in enforcing the law and maintaining order. Each agency will be responsible for any repairs and/or damages done to their own vehicles as a result of participation in mutual aid.

III. Insurance

No signatory shall be held liable to another signatory for damages, loss of equipment, injury to personnel, or payment of compensation arising as a result of assistance rendered under the terms of this agreement.

IV. Commissions & Authority

Full-time, paid, commissioned officers who are responding to any call for mutual aid shall be automatically commissioned by virtue of the mutual aid agreement, through the commissioning authority of the primarily responsible agency and, therefore, shall be empowered to exercise the same police authority during the time of the mutual aid as though they were full-time commissioned officers of the primarily responsible agency. This provision shall apply whether the mutual aid request is of:

- (a) A formal nature between department heads;
- (b) A less formal nature through agreement of watch commanders or shift supervisors; or,
- (c) When the officers of one jurisdiction cross jurisdiction boundaries to aid or assist the officers of another jurisdiction signatory to this agreement.

If signatory agencies have reserve officers or part-time officers, in addition to full-time paid, commissioned officers, they shall normally be exempt from the automatic commissioning, except those reserve officers working under the immediate supervision of a full-time officer. Reserve or part-time officers may be extended automatic commissioning at the direction of the department head who requests mutual aid, PROVIDED HOWEVER, that such determination should be worked out in advance among the heads of the signatory agencies.

V. Command

The underlying principle of mutual aid is that other agencies are serving as a resource to another agency's request. Therefore, the Chief of Police or his/her designee (Sergeant, Lieutenant, Captain, etc.) of the requesting agency maintains

incident command and is aided by those resources sent in response to this request for aid. In the event that the emergency is of such a nature that it exceeds the individual jurisdictional boundaries, a unified command shall be established until the mutual aid situation ceases to exist and operations return to normal boundaries.

Whenever significant resources from other agencies must be mobilized and brought into a jurisdiction in order to resolve a given problem, even when the scope of the problem is such that it is physically contained within the boundaries of the specific single jurisdiction requesting mutual aid, it is expected that an appropriate incident command staff be developed and that the senior staff officers responsible for the mutual aid assets will fill roles within the incident command structure. Successful mutual aid operations must be based upon professional respect and also upon acknowledgement of the fact that the Incident Commander in charge also is responsible and legally liable for his decisions and actions. It must also be borne in mind that those in charge of mutual aid assets are still free to accept or refuse to carry out requests requiring specific missions, which would utilize and exhaust the assets for which they are responsible.

VI. Control

While the question of technical command and responsibility is one, which requires specific designation of an Incident Commander, the exercise of control over responding mutual aid units and combinations of units brings up an entirely different set of concerns. Wherever possible, the supervisor or staff officer in charge of a group of responding units from an assisting agency would report to the Incident Commander as liaison and be assigned to specific tasks or missions, for which he/she would use his own departmental personnel. NOTE: Because of the possibility that reserve officers will be used in many responses to requests for mutual aid, it is important to establish and record their presence and to verify the fact that they are certified reserves within the scope of the definition of the "Peace Officer Powers Act," and have met the requirements established by the Washington Criminal Justice Training Commission. Reserve officers should generally work under supervisors or regular officers from their own agencies, but under some circumstances (depending on the scope of the operation), might be configured into a special reserve contingent for handling special assignments such as roadblock, evacuation, fixed-point traffic control, etc.

VII. Press Relations

It shall be the responsibility of the requesting agency in conjunction with the Incident Commander to establish a press area and to assign a public information officer to handle immediate inquiries during any given incident. All releases of information through the public information function should be approved by the Incident Commander.

VIII. Record Keeping

It shall be the responsibility of the Incident Commander to establish a Planning and Intelligence Section. The Planning and Intelligence Section will keep an accurate log of what mutual aid agencies, personnel and vehicles are involved in the emergency, and during what periods, along with the assignments, which they were given and any actions, which they took. A formal written Incident Action Plan and After Action Report will be completed by the Planning and Intelligence Section and the requesting agency following the incident.

The King County Chiefs Association through the Regional Operations Committee shall annually update and review plans and policies, and make recommendations for change.

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