

RESOLUTION NO. 3106

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the Chief Executive Officer to enter into an Interlocal Cooperation Agreement for Law Enforcement Mutual Aid with King County and cities having law enforcement agencies within King County.

WHEREAS, the Port of Seattle Police Department and other law enforcement agencies having law enforcement jurisdiction within King County wish to continue their 1973 mutual aid agreement relating to "Civil Disturbances of Riots—Police Services;" and

WHEREAS, by continuing this mutual aid agreement the law enforcement agencies, including the Port of Seattle Police Department, will be able to provide and receive additional resources when there is a breach of the peace or public disturbance beyond the control of any one law enforcement agency; and

WHEREAS, this mutual aid agreement clarifies and defines working relationships for the participating agencies, including the Port of Seattle Police Department;

NOW, THEREFORE, BE IT RESOLVED by the Port Commission of the Port of Seattle:

Section 1. The Chief Executive Officer is hereby authorized to execute an Interlocal Cooperation Agreement for Law Enforcement Mutual Aid dated September 4, 1991, in substantially the form attached hereto as Attachment "A."

Section 2. A copy of the final executed agreement shall be attached to this resolution as Attachment "B."

ADOPTED by the Port Commission of the Port of Seattle at a regular meeting thereof, held this 12th day of May, 1992, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the seal of the Commission.

Paige R. Miller
Patricia Davis
Patricia Davis

Port Commission

ATTACHMENT "A" TO RESOLUTION NO. 3106

INTERLOCAL COOPERATION AGREEMENT
FOR LAW ENFORCEMENT MUTUAL AID
4 September 1991

This is an agreement ('the Agreement') between King County, a Charter County government under the Constitution and laws of the State of Washington ('the County') and those cities and other governmental entities having law enforcement jurisdiction within King County which sign this Agreement ('Cities'). It is entered into under the Interlocal Cooperation Act [Chapter 39.34 Revised Code of Washington (RCW)] to implement the Mutual Aid Police Officers' Powers Act (Chapter 10.93 RCW) as further implemented by the Washington Association of Sheriffs and Police Chiefs (WASPC) Law Enforcement Mutual Aid Plan (1987) ('the Plan'). It is not intended to affect any other agreements relating to overall Emergency Preparedness (Chapter 38.52 RCW), but specifically supersedes prior agreements relating to 'Civil Disturbances or Riots - Police Services' dated 1973.

Under the Plan, King County constitutes District 2 within the Western Region of the State, and its Department of Public Safety ('DPS') and the police agencies of the Cities are the eligible participants. The Sheriff of King County is designated as the mutual aid coordinator ('Coordinator') for District 2 in accordance with the Plan. This Agreement under the Plan is designed to allow DPS and one or more other agencies to provide additional resources to another agency when there is a breach of the peace or public disturbance beyond the latter agency's resources to control, and to clarify and define working relationships for law enforcement agencies participating in mutual aid activities within District 2.

In order to effect the purposes stated, the County and Cities hereby agree that:

1. DEFINITIONS: The following terms shall have the following meanings, unless the context indicates otherwise:

Assisting Agency: DPS and any or all other police agencies contacted for mutual aid by a primary agency.

Major Disorder: A large scale breach of the peace or public disturbance, as determined by a Primary Agency.

Mobilization: Organizing or putting into readiness for active law enforcement service.

Mutual Aid: Aid or assistance in which DPS and one or more other agencies agree to perform in common.

Primary Jurisdiction: The geographical area of jurisdiction of the primary agency.

Primary Agency: The law enforcement agency within whose local geographical jurisdiction a major disorder or law enforcement problem first occurs. Upon the request of a Primary Agency, or in the event such disorder or problem occurs simultaneously in two or more Primary Jurisdictions, DPS shall become the Primary Agency.

2. REQUESTS FOR ASSISTANCE. In the event of major disorder, the first law enforcement resources to be used shall be those of

LEGAL UNIT, KING COUNTY POLICE
W116 Courthouse
516 Third Avenue
Seattle WA 98104-2312
(206) 296-5292/SCAN 667-5292

the Primary Agency. In the event that such resources are inadequate to control the situation by the Primary Agency, or there is a need for a specialized unit, a request for mutual aid under this plan will be made either directly to an assisting Agency or to DPS. To enable DPS to maintain an accurate inventory, notice of deployment of resources by an Assisting Agency should be reported immediately to DPS. Requests for assistance shall, if possible, specify 1) the number and types of resources required, 2) where and to whom personnel resources are to report, and 3) where and to whom equipment resources should be delivered. No Agency shall be first required to deplete its own resources beyond the point which it requires to meet its own contingent situations or impair its routine operation before seeking mutual aid.

3. COMMAND LIST. The parties to this Agreement shall provide DPS and each other with the names, addresses and phone numbers of its staff who have the authority to commit manpower and/or equipment to any mobilization effort; otherwise it will be assumed to be the chief officer of each agency.

4. PRESS RELATIONS. DPS and all other agencies participating in this mutual aid Agreement will make all press releases relating to the provision of mutual aid through the Primary Agency, or jointly, if agencies have concurrent jurisdiction.

5. COMMAND POST AND STAGING AREA. The Primary Agency shall have the responsibility of establishing a command post, designating an incident commander and notifying DPS and all assisting agencies at the earliest possible time of the command post location. The Primary Agency shall establish a command post in such a manner as to provide an area suitable for the staging and directing of resources.

6. PRISONER TRANSPORTATION. Transportation of prisoners to the appropriate detention facilities will be coordinated by the incident commander.

7. LOGISTICS. The Primary Agency will to the extent possible be responsible for supplying and/or replacing supplies needed and/or used by officers from assisting jurisdictions. These supplies shall include food, gas for police vehicles, or any other supplies that are reasonably needed to sustain the 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.

8. RESOURCE RECALL. After reasonable notice, an Assisting Agency may withdraw personnel or equipment resources previously committed to assist a Primary Agency, when in the discretion of that Assisting Agency those resources are necessary to meet its own contingent situations or perform routine operations.

9. THIRD PARTY LIABILITY. Liability for actions of each agency's personnel will be determined under State law (RCW 10.93.040). Every agency will maintain adequate resources to individually defray any liability arising from such actions.

10. AGENCY LIABILITY FOR PERSONNEL. The Primary Agency will not be responsible for salaries or overtime pay for officers from assisting agencies. Whenever any person acting pursuant to this Agreement is injured and thus unable to perform his/her duties by reason of engaging in mutual aid, but is not at the time acting under the immediate direction of his/her employer, the person or his/her dependents, shall still be accorded by his/her employer the same benefits which he/she or they would have received had that officer been acting under the immediate direction of his/her employer in his/her own jurisdiction. No signatory party other than the employer of such injured person shall be liable for any such benefits.

11. RESERVE/SPECIAL OFFICERS. Reserve officers or part-time officers, as opposed to general authority peace officers, shall normally be exempt from use as mutual aid police resources outside their own jurisdictions, except those reserve officers certified by the Washington State Criminal Justice Training Commission while working under the immediate supervision of a full-time officer.

12. RESOURCE INVENTORY AND REPORTING. Every signatory agency will develop and maintain a current inventory of its resources potentially available for mutual aid, and a plan for mobilization of those resources to effectively provide mutual aid to the other signatory agencies. The inventory, in form substantially as set forth in Attachment A (to be provided), will be filed with the District Coordinator and updated not less often than every three years. As resources are deployed in a major disorder, the Coordinator will maintain a current inventory consistent with the operational situation.

13. TERMINATION. Any signatory agency may terminate its participation in this Agreement when a period of twenty (20) days has elapsed after notification is made by registered letter to DPS and the other agencies' normal business address. Termination of participation or non-execution of this Agreement by any one agency shall not affect the validity of this Agreement with regard to other agencies.

14. VENUE. This Agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually understood and agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action arising out of or in connection with this Agreement shall be instituted only in the courts of King County, Washington.

15. MODIFICATION. No changes or modification to this Agreement shall be valid or binding upon parties hereto unless such changes or modifications are in writing and executed by all the signatory parties.

16. SEVERABILITY. If any provision of this Agreement is deemed unenforceable, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be

construed as if the Agreement did not contain the provision deemed unenforceable. If it should appear that any provision herein is in conflict with any statutory provision of the State of Washington, said provision shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and may be modified by the parties to conform to such statutory provisions.

17. ENTIRE CONTRACT. This Agreement constitutes the entire agreement between the parties. The parties agree that there are no other understandings, oral or written, regarding the subject matter of this Agreement; provided, however, nothing herein precludes the adoption of other more specific mutual aid agreements between the Cities, the County, and other Districts mentioned in the Plan.

18. RELATION OF AGREEMENT TO STATEWIDE MUTUAL AID PLAN. All of the provisions of this Agreement are designed to be in accordance with the Plan as instituted and adopted through WASPC. This document serves to clarify and define the working relationship for law enforcement agencies potentially needing mutual aid within District 2.

19. NON-DISCRIMINATION. The Cities and the County shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The agencies shall take affirmative action to ensure that applicants are considered for employment and treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship; and participation in recreational and educational activities. In all solicitations of advertisements for employees placed by them or on their behalf, the agencies shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

AS EVIDENCE of their having read and understood this Agreement, their intent to be bound thereby, and their having obtained the approval by appropriate action of their respective governing bodies in accord with RCW 39.34.030 (2), the County and the Cities have executed this Agreement by appending hereto their written assent on the date(s) indicated: DATE: 10/15/91

COUNTY OF KING:

by [Signature]
King County Executive

APPROVED FOR FORM:
[Signature]
(Deputy) Prosecuting Attorney

RECOMMENDED FOR SIGNATURE:

[Signature]
SHERIFF-DIRECTOR

LEGAL UNIT, KING COUNTY POLICE
W116 Courthouse
516 Third Avenue
Seattle WA 98104-2312
(206) 296-5292/SCAN 667-5292



ATTACHMENT "B" to Resolution No. 3106 -
(Signatures appended per closing paragraph of
the Interlocal Cooperation Agreement for Law
Enforcement Mutual Aid, September 4, 1991
page 4)

May 27, 1992

James E. Montgomery
Sheriff-Director
King County Department of Public Safety
W 116 King County Courthouse
516 Third Avenue
Seattle, WA. 98104-2312

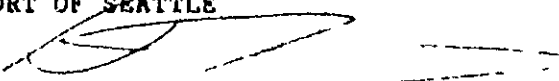
Re: District II Mutual Aid Agreement

Dear Sheriff Montgomery:

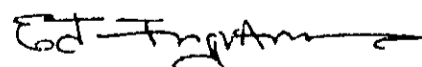
By action by the Port of Seattle Commission taken May 12, 1992, the undersigned was authorized to execute the Interlocal Cooperation Agreement for Law Enforcement Mutual Aid dated September 4, 1991. The Port of Seattle hereby certifies its assent to the Interlocal Cooperation Agreement for Law Enforcement Mutual Aid effective May 12, 1992, subject to all terms and conditions.

We will furnish our current inventory of resources, command lists, and any other documents required as soon as possible. We look forward to working together with all other signatory agencies.

PORT OF SEATTLE


Zeger J. J. van Asch van Wijck, Chief Executive Officer

Recommended for Signature:


Edward A. Ingram, Chief of Police

Approved as to Form.


Linda Strout, General Counsel