

SNOHOMISH COUNTY LAW ENFORCEMENT MUTUAL AID AGREEMENT

INTRODUCTION

The purpose of the Law Enforcement Emergency Response Mutual Aid Agreement is to permit signatory agencies to make the most efficient use of their powers by enabling them to coordinate resources and to maximize funding reimbursement during disasters/emergencies.

This Agreement will allow signatory agencies to support each other during disasters/emergencies to protect life and property, when the event is beyond the capabilities of the affected entity. This Agreement provides the mechanism for an immediate response to the Requesting Agency provided the Responding Agency has the resources and expertise necessary and available.

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. Agencies are charged with the responsibility of coordinating efforts and compiling damage and recovery information on disasters, which can then be forwarded to the appropriate authority for financial reimbursement.

The following definitions for disaster and emergency are from the State Comprehensive Emergency Management Plan and were used in this Law Enforcement Emergency Response Mutual Aid Agreement:

Disaster: An event expected or unexpected, in which a community's available, pertinent resources are expended; or the need for resources exceeds availability; and in which a community undergoes severe danger; incurring losses so that the social or economic structure of the community is disrupted; and the fulfillment of some or all of the community's essential functions are prevented.

Emergency: An event, expected or unexpected, involving shortages of time and resources; that places life, property or the environment, in danger; that requires response beyond routine incident response resources.

AGREEMENT

This Agreement is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW) between the SNOHOMISH COUNTY LAW ENFORCEMENT AGENCIES by which the respective jurisdictions agree to provide mutual aid as provided herein.

WHEREAS, the law enforcement agencies have the responsibility of protecting lives and property and keeping the peace; and

WHEREAS, the parties hereto have determined that in order to provide the maximum possible protection for the lives and property of the citizens within their respective boundaries, it is necessary to cooperate to fully utilize available resources; and

WHEREAS, the parties desire to render to each other the maximum cooperation possible in the sharing of staffing, equipment, technical expertise and other resources in order to deal with a major emergency/disasters, civil disorder or other law enforcement operations; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the purposes of effecting mutual aid on a countywide basis;

NOW. THEREFORE, in order to carry out the purposes and functions described above, and in consideration of the benefits to be received by each of the parties, the parties agree as follows:

Section I. DEFINITIONS

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

- a. Agency. Any general –purpose law enforcement agency as defined by law.
- b. Agreement. Inter-local agreements entered into by two or more agencies for the purpose of law enforcement mutual aid.
- c. County Mobilization Coordinator. The County Sheriff to who request for assistance is made and who facilitates the provision of such aid by agencies within the county.
- d. Emergency includes, but is not limited to, a human-caused or natural event or circumstance within the area of operation of any Party Agency causing or threatening loss of life, damage to property, injury to person, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism or sabotage; said event being or is likely to be beyond the capacity of an affected Party Agency or Party Agencies, in terms of personnel, equipment and facilities, thereby requiring Emergency Assistance.
- e. Emergency Assistance means employees, services, equipment, materials, or supplies offered during an Emergency by the Responding Agency and accepted by the Requesting Agency when such service has been disrupted by acts of the elements, equipment malfunctions, accidents, terrorism/sabotage and other occurrences when Emergency Assistance from other Party Agencies is necessary or advisable as determined by the Requesting Agency.

- f. **Mobilization.** To organize or put into readiness for active law enforcement services.
- g. **Responding Agency.** An Agency who has subscribed to this Mutual Aid Agreement and has agreed to deliver Emergency Assistance to another Party Agency pursuant to the terms and conditions of this Mutual Aid Agreement.
- h. **Requesting Agency.** An Agency who has adopted, signed and subscribes to this Mutual Aid Agreement and has made a request for Emergency Assistance and has received commitment(s) to deliver Emergency Assistance pursuant to the terms of this Mutual Aid Agreement.

Section II. Participation

Participation in this Mutual Aid Agreement is purely voluntary and at the sole discretion of the Requested Agency. The furnishing agency shall have the primary interest of protecting its own constituency. No Party Agency shall be liable to another Party Agency for, or be considered to be in breach of or default under this Mutual Aid Agreement on account of any delay in or failure to perform any obligation under this Mutual Aid Agreement, except to make payment as specified in this Mutual Aid Agreement.

Section III. General Nature of Emergency Assistance

Emergency Assistance will be in the form of resources, such as equipment, supplies, and personnel or the direct provision of services. The execution of the Mutual Aid Agreement shall not create any duty to respond on the part of any Party Agency. A Party Agency shall not be held liable for failing to provide Emergency Assistance. A Party Agency has the absolute discretion to decline to provide any requested Emergency Assistance and to withdraw resources it has provided at any time without incurring any liability. Resources are "borrowed" with reimbursement and terms of exchanged varying with the type of resource as defined in Section VII. The Participating Agencies recognize that time is critical during an emergency and diligent efforts will be made to respond to a request for resources as rapidly as possible, including any notification(s) that requested resources are not available.

Section IV. Requests For Emergency Assistance

Requests for Emergency Assistance shall be directed to the designated contact person(s) on the contact list provided by the Party Agencies. The extent to which the Responding Agency provides any Emergency Assistance shall be at the Requesting Agency's sole discretion. In the event the emergency impacts a large geographical areas that activates either Federal or State emergency laws, this Agreement shall remain in effect until or unless this Agreement conflicts with such Federal and State laws.

In the event of a major emergency/disaster or other law enforcement operation, the first law enforcement resources to be used shall be those of the Requesting agency. In the event that such resources are inadequate to control the situation by the Requesting 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 (requests for specific individual units) or

through the Office of the Sheriff who is designated as the mutual aid coordinator for the county. Such requests for assistance shall, if possible, specify the number of law enforcement officers and type of equipment required and shall further specify where and to whom such officers are to report and where and to whom the equipment should be delivered.

Each signatory agency should develop and maintain a current plan for mobilization of its personnel and other resources in order to effectively provide mutual aid to the other signatory agencies.

The parties to this agreement shall provide the names, address and phone numbers of its staff who have the authority to commit personnel and/or equipment to any mobilization effort.

Section V. Command and Communications

A. Command

1. In the event of mobilization under this agreement, the Requesting Agency shall take charge of the operation, unless the Requesting 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 the provisions of the County Mutual Aid Plan become operative. 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 supervising officer of the Requesting Agency unless that responsibility is delegated to a different law enforcement agency as indicated above.
2. The Incident Command or officer in charge of a responding unit at the scene of an emergency, is authorized to request assistance from another party if confronted with an emergency situation at which the Requesting Agency has need for equipment or personnel in excess of that available through the Requesting Agency's department.
3. Upon receipt of such a request, the commanding officer of the party receiving the request, shall immediately take the following action:
 - (a) Determine if the Responding Agency has equipment and personnel available to respond to the Requesting Agency and determine the nature of the equipment and number of personnel available.
 - (b) Determine what available equipment and personnel should be dispatched in accordance with the operating plans and procedures established by the parties.
 - (c) In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
 - (d) In the event the needed equipment and personnel are not available, to immediately advise the Requesting Agency.

4. **Command Responsibility at Emergency Scene.** The underlying principle of mutual aid is that other agencies and jurisdictions are serving as a resource to the primary or requesting agency. The Incident Commander of the agency by which the response is requested shall be in command of the operations under which the equipment and personnel sent by the responding agency shall serve; provided, that the responding personnel and equipment shall be under the immediate supervision of the officer in charge of the responding agency. The Incident Command, however, may be relinquished to the senior officer of any department/agency rendering assistance under the terms of this agreement.
5. **The Requesting Agency shall have the responsibility of establishing a command post and notifying all assisting agencies at the earliest possible time of its location. The Requesting Agency shall establish a command post in such a manner as to provide an area suitable for the staging and directing of resources.**
6. **Termination of Service.** The personnel and equipment of the Responding Agency shall be released from service and returned to the Responding Agency by the commanding officer in charge of the operations as soon as conditions warrant.

B. Communications

To facilitate the utilization of mutual aid, common frequencies will be used wherever possible, including the statewide Law Enforcement Radio Network. Agencies working within given districts are urged, whenever possible, to establish and maintain adequate tactical or operational sub-nets sharing allocated frequencies with neighboring agencies on a restricted basis for mutual aid use.

Section VI. Indemnification and Limitation of Liability

1. Each party to this agreement agrees to be responsible for and assume liability for its own wrongful and negligent acts or omissions, including the negligence attributed to that party's command decisions, or those of its officers, agents, or employees to the fullest extent allowed by law, and agrees to save and hold every other party to this agreement and said parties, officers, agents, and employees harmless from such liability and to waive any liability legal claims that parties to this agreement might have against each other or any one of them for liability arising out of the performance or non-performance of any act under this agreement. However, in any lawsuit brought against any other parties to this agreement or as against their officers, agents, or employees by persons or entities not signatory to this agreement, then none of them shall be limited in their legal rights to request apportionment of any judgment rendered against them, and none of them shall be limited in their rights as provided under the laws of the State of Washington to seek contribution for any judgment they are required to pay in excess of their proportionate share of any liability judgment or award.
2. **Insurance.** Each party agrees to be adequately self-insured or maintain adequate insurance coverage for its own equipment and personnel.

3. Every party to the agreement should have equal access to the records created by any of the agencies involved in a request for assistance so that they can have the appropriate information to defend themselves in lawsuits.
4. Each party to the agreement should be obligated to notify every other party who responds to a request for assistance should they receive a claim or lawsuit arising out of emergency response operations.

Section VII. Loans of Personnel and Equipment

The Requesting Agency will 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. The Responding Agency will be responsible for any repairs and/or damages done to their own vehicles as a result of participation in mutual aid.

Section VII. Term, Modification, Termination and Review.

1. Term. This agreement shall be in effect until it is replaced or discontinued following the provisions contained in this section and commences on March 3, 2003.
2. 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
3. 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 ninety (90) days prior to its intended withdrawal from this agreement.
4. Review. This agreement shall be reviewed every five (5) years.

Section VIII. Signatories

IN WITNESS WHEREOF, the Agency hereto has caused this Mutual Aid Agreement for Emergency Assistance to be executed by duly authorized representatives as of the date of their signatures.

Agency: CITY OF MUKILTEO

County, Washington: SNOHOMISH

Authorized Representative: Donald L. Doran, Jr.
DONALD L. DORAN, JR., MAYOR

Date: 3-6-03

Designated Primary Contact: CHIEF MICHAEL MURPHY

Office: contact: Phone Number: 425-353-8222

Emergency 24 Hour Phone Number:

Approved As to Form
_____/SI/____