

PORT OF SEATTLE
MEMORANDUM

COMMISSION AGENDA
ACTION ITEM

Item No.	<u>6i</u>
Date of Meeting	<u>December 9, 2014</u>

DATE: November 17, 2014
TO: Ted Fick, Chief Executive Officer
FROM: Russ Read, Seaport Security Manager
SUBJECT: Washington Public Port District Omnibus Mutual Aid Interlocal Agreement

ACTION REQUESTED

Request authorization for the Chief Executive Officer to execute an Omnibus Mutual Aid Interlocal Agreement with Washington Public Ports Districts to enable members to provide assistance to each other in preparation for and during emergencies.

SYNOPSIS

Washington State Law encourages public and private agencies to develop mutual aid agreements facilitating emergency management aid and assistance in the event of disasters and emergencies. There are however few agreements between Port Districts within the state.

The proposed interlocal agreement is the result of several years of collective efforts. This agreement is voluntary and available for execution by all Washington State Port Districts and forms one collective agreement (attached) by those that enjoin. The Washington Public Ports Association WPPA has agreed to be the “Lead Coordinating Agency” identified in the agreement.

BACKGROUND

The Port of Seattle Seaport currently has active participation in regional disaster and emergency planning with other Washington State Port Districts, the City of Seattle Office of Emergency Management, King County Department of Emergency Management, Washington State Emergency Management Division, the U.S. Coast Guard, U.S. Army Corps of Engineers, The National Oceanic and Atmospheric Administration (NOAA), and many other federal, state and local emergency planning and response organizations.

Currently the Port of Seattle does not have a methodology to lend or accept mutual aid and assistance from other Washington State Public Ports for planning for or responding to a catastrophic event or disaster. This Agreement provides the methodology by which the Port of Seattle can both receive and provide aid to other Washington State Public Ports on a voluntary basis. This Agreement does not apply to the Airport as it is covered by a separate mutual aid agreement.

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It's Voluntary

The Mutual Aid Agreement does not obligate the Port of Seattle to provide assistance to any other agency, as both participation and the extent of participation are voluntary. However, the agreement does define how aid is provided, details reimbursement compensation obligations for assistance as well as details on indemnifications for all participatory parties.

Implications to the Airport

This agreement does not cover airports, as the Port of Seattle and other West Coast Airports are signatory to the "Western Airport Disaster Operations Group (WESTDOG) Airports Mutual Aid Plan." As such this Mutual Aid Agreement does not apply to the Airport, and thus airport assets and revenue diversion are not germane nor encumbrances to this proposed agreement. This agreement does however align Washington State Ports together in a similar manner as the Airport WESTDOG agreement.

Other Port Districts

The proposed agreement has been agreed to by the ports as listed below.

Bellingham	Klickitat Olympia
Camas-Washougal	Port Townsend
Chehalis	Royal Slope
Chelan	Skagit
Ilwaco	

In addition, I understand that the Port of Tacoma staff will bring this agreement before their Commission at their December 4 meeting. We expect them to sign-off at that point.

FINANCIAL IMPLICATIONS

There are no financial implications from executing this agreement unless the Port of Seattle is called upon to support another Port District in a case of emergency. Unless otherwise mutually agreed upon, the first eight-hours of the mutual aid are provided at no cost to the receiving port (thus the responsibility will lie with the lending agency). The eight hour period begins when the lending agency begins to mobilize the assets. Thereafter, expenditures are based upon actual costs or current equipment rate. The receiving port is responsible for costs following the initial eight hours timeframe.

Borrower shall pay the Lender for all customary, usual, commercially reasonable and invoiced assistance costs within 60 days of the receipt of the Lender's invoice. In the event the Lender provides equipment, supplies or parts, the Lender shall have the option to accept payment of in-kind for the equipment used.

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STRATEGIES AND OBJECTIVES

The Agreement will foster additional planning with participating Washington State Port Districts to be better prepared to assist each other in times of need. The Agreement outlines the strategies to accomplish interagency planning, mutual aid and assistance in a proactive manner prior to unforeseen events.

TRIPLE BOTTOM LINE

Economic Development

The Agreement supports resiliency (in the event of a disruptive incident) of the Port of Seattle and other signatory Washington State Port Districts in preparation for and response to emergencies and disasters in cooperatively enhancing the economic recovery of the region.

Environmental Responsibility

The Agreement supports environmental stewardship by improving cooperative planning and response to emergencies and disasters that may otherwise not be remediated in a timely or effective manner without the ability of Washington State Port Districts to promptly aid one another during the critical emergent phase of an emergency or disaster. The Agreement provides a means for protection, preservation and remediation of environmental impacts from an emergency or disaster through mutual aid.

Community Benefits

The Agreement supports the Port of Seattle community as well as the maritime industry throughout Washington State by providing a means for more effective emergency and disaster planning and response, thereby stewarding jobs, facilitating the smooth flow of commerce through the region and supporting greater regional resilience that could not otherwise be achieved without the Agreement. Further, as the largest member of WPPA, the Port signing onto this agreement underlines our role as an industry leader.

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1) – Do not enjoin the Washington Public Port District Omnibus Mutual Aid Interlocal Agreement. This option limits access and the ability to provide mutual aid to other Public Port Districts. This is not the recommended alternative.

Alternative 2) – Enjoin the Washington Public Port District Omnibus Mutual Aid Interlocal Agreement. This establishes a methodology to provide and receive mutual aid through an agreement that has been fully vetted and agreed upon prior to the event of an incident. **This is the recommended alternative.**

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ATTACHMENTS TO THIS REQUEST

- Washington Public Port District Omnibus Mutual Aid Interlocal Agreement

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

- None