

## “LIVE COVERAGE AGREEMENT”

### What is it? - History

In 1998, a Portland Police Officer was shot and killed while making entry into a Southeast Portland home. Immediately after the shooting, Special Emergency Reaction Team (SERT) tactical officers and additional police personnel responded to the scene where the shooting suspect was believed to remain inside the home. At the same time, local news media and their helicopters descended on the neighborhood. Television and radio news stations broke into local programming and continuously covered the standoff between police and the shooting suspect. The live news coverage placed officers at risk by showing and communicating their tactical positions that may have been seen or heard by the shooting suspect. This incident was the basis for post-incident meetings between local law enforcement and media that led to what is now referred to as the “Live Coverage Agreement.”

The “Live Coverage Agreement” is a voluntary agreement between law enforcement and the media. With the realization that there are times when live coverage of tactical situations could place officers and the public at great risk, the “Live Coverage Agreement” also provides media with another venue to obtain images of tactical situations if the use of helicopters and live media coverage compromises officer safety.

### What has changed since the original “Live Coverage Agreement” was developed?

Since the development of the initial agreement, law enforcement and media have met to address any concerns that have arisen during coverage of tactical operation incidents. For the first several years, the main focus was on media response, live coverage, and how involved law enforcement agencies worked with the media. During the last few years, the rapid development of new technology used by media and the public tied to the rise in popularity of social media has raised new concerns for officer safety and live media coverage of tactical operations.

### How does the current “Live Coverage Agreement” work?

The “Live Coverage Agreement” can be invoked by any law enforcement representative at the scene of a police tactical operation. However, because it requires action on the part of both law enforcement and the media, the agreement should only be invoked when actually needed.

Law enforcement may invoke the agreement via dispatch or directly to a newsroom. **In a critical situation, email should not be used and direct phone contact should be made.** When requesting to invoke the agreement, the requesting agency should document the date, time, and media organization(s)/person(s) contacted.

If a law enforcement jurisdiction invokes the “Live Coverage Agreement”:

- Media helicopters should maintain at least 1,000 feet in altitude and one mile out from the tactical scene location to prevent possible interference and/or noise problems. If a

greater distance is required, the lead law enforcement jurisdiction should communicate any distance change via dispatch or phone directly to the news rooms.

- Acknowledging that moving helicopters out of an area limits the media's ability to obtain usable images, law enforcement should attempt to provide a safe vantage point for a pool camera. The lead on-scene law enforcement media contact or Public Information Officer (PIO) should be available as the liaison between Incident Command and media to help facilitate a pool camera and accurate incident information release. The placement of a pool camera inside an established response perimeter should be done in consultation with the police tactical team while not placing law enforcement personnel or media at risk.
- Media organizations are asked to refrain from showing images or providing information related to any tactical positioning or movement associated with a live scene while the incident is unfolding. This includes images and information directly obtained by media, along with what may be provided to the media by the public through smartphone photos/video and on-air descriptions during live interviews.

### **What about Social Media?**

Media are asked to refrain from providing tactical information and images via social media during active tactical incidents. "General" scene images are ok but any images that show tactical movements, hiding places or images that otherwise could jeopardize victims and/or police should not be shared.

- This would include sharing and/or "re-Tweeting" of information from non-media sources in the public that might have the same sensitive tactical or safety information.

### **Considerations for placing a Pool Camera?**

Placement of a pool camera should be done in consultation with the Incident Commander and Tactical Commander. Each participating jurisdiction has some latitude on pool camera placement because each situation is different. However, it is important to remember and plan for the media's request for a pool camera location soon after a jurisdiction invokes the agreement. A designated law enforcement media contact or PIO at the scene is strongly recommended to help coordinate communications with staged media representatives.

### **What if there are disputes?**

Each tactical law enforcement response is unique and some may involve agencies and/or media representatives with little experience working together during these tense situations. When this agreement was developed there was an understanding that law enforcement should not be expected to justify each decision with the media during an active incident. When possible, and at the appropriate time, law enforcement agencies should be willing to justify and explain their reasoning for invoking the "Live Coverage Agreement", including why media is being moved out of an area.

**Am I required to follow this agreement?**

This is a voluntary agreement. Each law enforcement agency is responsible for their actions. However, some jurisdictions have found the agreement brings consistency to what are frequently difficult and chaotic situations.

**Should the agreement be invoked at every critical incident?**

No. Most law enforcement jurisdictions make this decision on a case-by-case basis. If invoked, law enforcement must remember that media will ask for a better vantage point for a pool camera. If the presence of media helicopters does not impact your incident response and/or investigation, most jurisdictions do not invoke the agreement. But, with the current popularity of social media and potential impacts of showing and reporting images and incident tactical information, law enforcement and the media should continually evaluate the potential conflict and impact that online and on-air reporting may have that could lead to invoking the agreement.