

**YAKIMA COUNTY FIRE
MUTUAL AID AGREEMENT
ORIGINAL SIGNATURE COPY**

ORIGINAL
1 of 2

NOTE: This document will be kept on file at the Yakima County Assessor's Office.

Yakima County Fire Protection District and Cities Mutual Aid Agreement July 1, 2010

THIS AGREEMENT is entered into under the authority of RCW 52.12.031, 35.30.01035.22.280, and RCW Chapter 39.34, and by the Secretary of the Army under the authority of 42 U.S.C. 1856a; and

WHEREAS, each of the parties listed below owns and maintains equipment for the suppression of fires and for emergency medical services; and

WHEREAS, each of the parties also retains personnel who are trained to provide various levels of emergency medical services and fire suppression; and

WHEREAS, it is the intent of the parties to this Agreement to provide the maximum possible protection for the lives and property of the citizens resident within respective boundaries of the parties; and

WHEREAS, the parties intend to render to each other the maximum cooperation possible in the sharing of personnel, equipment, and other resources, in order to provide emergency medical and fire suppression services; and

WHEREAS, some of the parties may have specialized resources that may be made available to other signer's of the agreement under certain circumstances; now, therefore,

The parties mutually agree as follows:

- 1. PARTIES:** This Agreement is entered into between Yakima County Fire Protection Districts, 1,2, 3,4,5,6,7, 9, 11, 12, and 14, and Cities of Naches, Selah, Tieton, Union Gap, Wapato, Granger, Toppenish, Sunnyside, Zillah, Grandview, Mabton, and Yakima municipal corporation of the State of Washington and the United States Army- Joint Base Lewis McChord Yakima Training Center (JBLMYTC) Fire Department. This Agreement shall commence upon signing by all parties and remain in effect until modified by mutual consent or in accordance with section 12 – Termination.

2. **REQUEST FOR ASSISTANCE:** The Incident Commander of any party at the scene of the emergency may request from other parties to the Agreement fire fighting, emergency medical, equipment and/or personnel in excess of that immediately available to the Incident Commander.

3. **RESPONSE TO REQUEST:** Upon receipt of such a request, as defined in Section 2, each party will endeavor to provide available personnel and equipment subject to the following conditions:
 - a. Such assistance does not jeopardize or reduce the level of protection necessary to carry out the entity's fire and emergency medical protection responsibilities. No party to this Agreement shall be required to make equipment or personnel available to any other party where doing so would create an unreasonable danger to the lives or property of that party's community.
 - b. Dispatch of available personnel and equipment shall be in accordance with the operating plans and procedures established by the Yakima County Task Force Plan as adopted by the County Chiefs Association, insofar as practical.
 - c. In the event the needed equipment and personnel are not available, the responding entity shall immediately advise the requesting party's dispatch center.
 - d. All parties recognize the need to provide properly trained and equipped personnel to respond to mutual aid emergencies. Each party acknowledges that appropriate training of personnel is necessary, shall be ongoing, and must be upgraded to ensure the qualifications, performance, efficiency and safety of personnel responding to mutual aid emergencies. Each party shall be responsible for ensuring that its personnel are properly trained to State & County standards or in the case of the JBLMYTC Fire Department, the training standards identified in Army Regulation (AR) 420-1, and appropriately equipped when responding to mutual aid emergencies. The Incident Commander or his/her designee shall have the right to dismiss any personnel and/or equipment from the scene of a mutual aid emergency that, in the opinion of the Incident Commander or his/her

designee, do not meet the needs and/or requirements of the emergency. Furthermore, all incoming mutual aid departments shall have the right to leave a mutual aid scene, if they feel an incident is not being conducted in a safe and proper manner, to include the use of Incident Command System.

4. **COMMAND RESPONSIBILITY AT EMERGENCY SCENE:** The Incident Commander shall be in command of the emergency and all equipment and personnel sent to assist him or her regardless of origin. However, if a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the parties to this agreement normally provide fire protection, the Chief of the JBLMYTC Fire Department or his or her representative may assume full command on arrival at the scene of the crash.

5. **FIRE COORDINATOR:** When large-scale emergencies occur that draw heavily upon existing resources, a qualified officer may be assigned to the dispatch agency with jurisdiction over the emergency to assist in the coordination of remaining resources. Coordination may include:
 - Relieving incident commanders of the pressure of ensuring response to other emergencies.
 - Inventorying remaining available resources.
 - Combining resources to form Strike Teams, Task Forces, etc...
 - Calling for backfill, move-ups, etc., to anticipate subsequent emergencies.

6. **TERMINATION OF SERVICE:** The equipment and personnel of the responding party shall be released from service and returned to the responding Fire District or City by the Incident Commander when in his or her opinion conditions warrant. When releasing personnel and/or equipment Commander shall first release the incoming mutual aid companies if the needs can be met with the calling agency's equipment and/or manpower.

7. **INDEMNIFICATION:** Each party hereto agrees to be responsible and assume liability in the performance of this Agreement for its own wrongful and/or negligent acts or omissions, and those of its officers, agents, or employees to the fullest extent allowed by law.
8. **INSURANCE:** Each party agrees to maintain adequate coverage, or self-insure for its own equipment and personnel.
9. **COMPENSATION:** The parties agree that the added protection provided to their citizens through pooled resource provided in this Agreement constitutes adequate consideration for any costs or expenditure for equipment, personnel and other resources incurred by the parties to this Agreement and/or as provided by federal or state law, no party shall be liable to another party, or parties, for any expense of operation incurred in the performance of this Agreement.
10. **NON-EXCLUSIVE AGREEMENT:** The parties to this Agreement shall not be precluded from entering into similar agreements for automatic first response for emergency services with the other municipal corporations of fire districts.
11. **ADMINISTRATION:** The administration of this agreement shall be overseen by the Yakima County Fire Chiefs Association.
12. **TERMINATION:** This Agreement may be terminated by any party giving a written notice to all other parties a thirty (30) day written notice of termination. Termination by any party shall not affect the operation of this agreement between the other parties.
13. **INVALIDATION:** In the event any portion of this Agreement is ruled invalid by a court of competent jurisdiction, it is the intent of the parties that the remainder of this Agreement remains in effect.
14. **RESOLUTION OF DISPUTES:** In the event a dispute or disagreement arises among parties to this Agreement, an involved party may request a mediation meeting by notifying one of the Presidents. The mediators shall be the Presidents of the Fire Commissioners Association and Fire Chiefs Association, and the Mayor's Association and two people at large selected by the two Presidents. They will notify the parties involved and set the meeting date(s).

- 15. ARBITRATION:** Should mediation fail, the Presidents will call a hearing of the Joint Mutual Aid Council, which as arbitrators, will hear testimony regarding the dispute and render a recommended decision by majority vote of Council members having heard all sides to the controversy. Parties shall adopt the recommended decision or terminate the agreement in accordance with numbered paragraph 12 of this agreement.
- 16. SURVIVAL:** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.
- 17. SIGNATURES:** It is agreed that this Agreement may be signed by each District or City separately and the signatures of all Districts and Cities need not be placed on a single document. The person executing this Agreement on behalf of the District or City represents and warrants that he or she has been fully authorized by the governing body of the District or City to execute this Contract on its behalf and to legally bind the Districts and Cities to all the terms, performances and provisions of this Contract.
- 18. FILING:** A copy of this agreement shall be filed with the County Auditor pursuant to RCW 39.34.040
- 19. WHOLE AGREEMENT:** This writing constitutes the entire agreement between the parties, and supersedes any and all such former agreements which are hereby declared terminated and of no further force and effect. No amendment or modification of this agreement shall be effective unless in writing and executed by the parties.

YAKIMA COUNTY FIRE DISTRICTS AND CITIES MUTAL AID AGREEMENT FOR:

**YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 1
YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 2
YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 3
YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 4
YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 5
YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 6
YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 7
YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 9
YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 11
YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 12
YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 14**

CITY OF YAKIMA

CITY OF UNION GAP

CITY OF GRANGER

CITY OF SELAH

CITY OF NACHES

CITY OF WAPATO

CITY OF TOPPENISH

CITY OF SUNNYSIDE

CITY OF ZILLAH

CITY OF GRANDVIEW

CITY OF MABTON

CITY OF TIETON

U.S. ARMY - JBLMYTC

**YAKIMA COUNTY FIRE DISTRICTS AND CITIES
MUTAL AID AGREEMENT
SIGNATURE PAGE**

Agency: CITY OF SUNNYSIDE

Title: INTERIM CITY MANAGER

Printed
Name: JAMES L. BRIDGES

Signature:  _____

ATTEST:



DEBORAH ESTRADA, CITY CLERK

Approved by RES 2010 - 30
July 12, 2010