

RESOLUTION 2017 - 21



ORIGINAL

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SUNNYSIDE, WASHINGTON, APPROVING  
MUTUAL AID AGREEMENT WEST BENTON REGIONAL FIRE AUTHORITY**

**WHEREAS**, pursuant to Chapter 39.34 RCW, the City of Sunnyside is Empowered to enter into interlocal agreements for mutual aid for firefighting services; and

**WHEREAS**, The City of Sunnyside has previously entered into such an Agreement with the Prosser Fire District #3, and

**WHEREAS**, Prosser Fire District #3 has legally changed the name of their agency to, West Benton Regional Fire Authority; and

**WHEREAS**, both agencies wish to continue to support each other through a mutual aid agreement; and

**WHEREAS**, the City Council of the City of Sunnyside finds and determines that approval of such agreement is in the best interests of the residents of the City of Sunnyside, will provide additional resources for firefighting services, and will promote the general health, safety, and welfare.

**NOW, THEREFORE, IT IS HEREBY REOLVED BY THE CITY COUNCIL OF  
THE CITY OF SUNNYSIDE, WASHINGTON, as follows:**

**Section 1.** That the "Mutual Aid Agreement," a copy of which is attached hereto as Exhibit "A" and incorporated herein by the reference, is hereby approved,; and the City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

**Section 2.** A copy of the Mutual Aid Agreement shall be published or filed with agencies with each jurisdiction in accordance with law.

**Section 3.** This Resolution shall be effective upon passage, approval and signatures hereon as required by law.

PASSED this 9<sup>th</sup> day of July, 2017.

  
DEAN BROERSMA, DEPUTY MAYOR

ATTEST:

  
DEBORAH A. ESTRADA, CMC, CITY CLERK

APPROVED AS TO FORM:

  
KERR LAW GROUP, PLLC  
Attorneys for the City of Sunnyside

## Mutual Aid Agreement

THIS AGREEMENT is entered into between **City of Sunnyside**, a Washington State municipal corporation and **West Benton Regional Fire Authority**, a Washington State regional fire protection service authority.

This agreement is entered into under the authority of RCW 52.12.031 and Chapter 39.34 RCW.

1. Each of the parties owns and maintains equipment for the suppression of fires and for the supplying of rescue/emergency medical services. Each of the parties also retains firefighting personnel who are trained to provide levels of fire suppression and rescue/emergency medical services.
2. In the event of a major fire, disaster or other emergency, each of the parties may need the assistance of the other party to provide supplemental fire suppression and/or rescue/emergency medical service equipment and personnel.
3. Each of the parties has the necessary equipment and personnel to enable it to provide such services to the other party in the event of such an emergency.
4. The geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid services to the other.

THE PARTIES, to carry out the purposes and functions described above and in the consideration of the benefits to be received by each of the parties, agree as follow:

1. Request for Assistance. The commanding officer of the fire department or the officer in charge of a fire unit or a rescue/emergency service unit at the scene of an emergency, of either party, is authorized to request assistance from the other party if confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available at the requesting parties fire department.
2. Response to Request. 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 party has the equipment and personnel available to respond to the requesting party and determine the nature of the equipment and number of personnel available.
  - b. Determine what available equipment and what available 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 the proper operating instructions.

- d. In the event the needed equipment and personnel are not available, to immediately advise the requesting party of such fact.
3. Command Responsibility at Emergency Scene. The Chief Officer or Senior Officer of the party to which the response is made shall be in command of the operations under which the equipment and personnel sent be the responding party shall serve; provided, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus.
  4. Termination of Service. The equipment and personnel of the responding party shall be released from service and returned to the responding district or municipality by the commanding officer in charge of the operations as soon as conditions may warrant or in the event of an emergency in the responding district or municipalities' area.
  5. Liability. Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this Agreement by its personnel only, and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the parties employees relating to the performance of this Agreement.
  6. Insurance. Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.
  7. Compensation. Each party agrees that it will not seek compensation for services rendered under this Agreement from the other party but reserve the right to bill the insurance carrier of the property owner if needed.
  8. Pre-Emergency Planning. The commanding officers of the parties shall, from time to time, mutually establish pre-emergency plans which shall indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under the circumstances. Such plans shall take into consideration and insure the proper protection by the responding party of its own geographical area.
  9. Non-Exclusive Agreement. The parties to this Agreement shall not be precluded from entering into similar agreements or first response agreements with other municipal corporations
  10. Termination. This Agreement may be terminated by either party giving to the other party of a thirty (30) day notice of termination in writing.

WHEREFORE, this agreement is executed and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2017, being the date of execution of the last party to sign.

City of Sunnyside

West Benton Regional Fire Authority

X \_\_\_\_\_  
Don Day, City Manager

X   
David Moon, Chairman

X \_\_\_\_\_  
Aaron Markham, Fire Chief

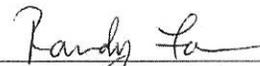
X   
Max Benitz, Commissioner

X   
Richard Clizbe, Commissioner

APPROVED AS TO FORM:

X   
Wendy Fogelson, Commissioner

X \_\_\_\_\_  
Attorney for the City of Sunnyside

X   
Randy Fox, Commissioner

X   
Attest: Seth Johnson, Fire Chief