

**YAKIMA COUNTY FIRE PROTECTION  
DISTRICT AND CITIES MUTUAL AID AGREEMENT**

**IM-W12KAA-20421**

**YAKIMA COUNTY FIRE DISTRICTS AND CITIES MUTUAL AID AGREEMENT FOR:**

**U.S. ARMY – JBLM-YTC**

**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 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**

**Yakima County Fire Protection  
District and Cities Mutual Aid Agreement (MAA)  
IM-W12KAA-20421**

THIS AGREEMENT is entered into under the authority of RCW 52.12.031, 35.30.010, 35.22.280, and RCW Chapter 39.34, and by the Secretary of the Army acting according to the authority of section 1856a, title 42, United States Code; 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 parties 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 (YCFPD), 1, 2, 3, 4, 5, 6, 7, 9, 11, 12, and 14, the Cities of Naches, Selah, Wapato, Granger, Toppenish, Sunnyside, Zillah, Grandview, Mabton, and Yakima, and the United States Army, Joint Base Lewis-McChord, Yakima Training Center, Fire and Emergency Services (JBLM-YTC-FES). 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, firefighting, 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 Fire Chiefs Mutual Aid Matrix as adopted by the Yakima County Fire 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, excluding JBLM-YTC-FES, shall be responsible for ensuring that its personnel are properly trained to State & County standards and appropriately equipped when responding to mutual aid emergencies. JBLM-YTC-FES shall be responsible for ensuring that its personnel are properly trained to 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.

e. To support training and awareness, the chief fire officers and personnel of the fire departments of the parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct prefire planning inspections, drills, and training.

**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 JBLM-YTC-FES 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:

a. Relieve incident commanders of the pressure of ensuring response to other emergencies.

- b. Inventory remaining available resources.
- c. Combine resources to form Strike Teams, Task Forces, etc...
- d. Call 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 the 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. LIABILITY AND CLAIMS:**

a. As to any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and fees resulting from death or bodily injury to any person or damage or destruction to a third party or third parties arising under this Agreement *between the United States Army JBLM-YTC-FES and any other party* to this agreement:

1. Each party 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.

2. Each party waives all claims against the other for compensation for any loss, damage injury or death occurring as a consequence of the performance of this agreement, except for those claims authorized under 15 U.S.C. S 2210. As to any said claims to which the United States Army JBLM-YTC-FES is a party, direct all question for claims to the Installation Agreements Manager, 2008C N. 3rd. Street, Mail Stop 122, JBLM, WA 98433-9500.

b. As to any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and fees resulting from death or bodily injury to any person or damage or destruction to a third party or third parties arising under this Agreement *between any non-U.S. Army JBLM-YTC-FES parties* to this agreement:

1. Each party agrees to protect, defend, indemnify and hold harmless the other party's elected and appointed officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable costs and attorney fees) resulting from death or bodily injury to any person or damage or destruction to a third party or third parties to the extent caused by any negligent act and/or omission of the indemnifying "at fault" party, its elected and appointed officials, officers, employees, agents, and volunteers and/or subcontractors, arising out of the performance of this Agreement.

2. In the case of negligence of more than one party to this Agreement, any damages shall be in proportion to the percentage of negligence attributed to each party, and each party shall have the right to contribution from the other party in proportion to the percentage of negligence attributed to the other party.

3. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.

4. The provisions of this section shall survive the termination or expiration of this Agreement.

**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 other cities or 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 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 in accordance with paragraph 14, the Presidents will call a hearing of the Yakima County Fire Chiefs Association, which will select and appoint a panel of three Fire Chiefs as arbitrators, neutral, unbiased, and uninvolved with the issue being heard. The panel will hear testimony regarding the dispute and render a recommended decision to the Yakima County Fire Chiefs

Association. 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.

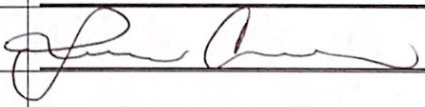
**17. FILING:** A copy of this agreement shall be filed with the County Auditor pursuant to RCW 39.34.040.

**18. WHOLE AGREEMENT:** Nothing in this MAA shall be considered as obligating any party to expend funds or otherwise obligate any party for the future payment of money in excess of appropriations authorized by law and administratively allocated for the activities associated with this MAA. This agreement shall become effective upon the date of the last signature and shall remain in full force and effect for a period not to exceed nine (9) years, or until cancelled by mutual agreement of the parties, or upon the provision of at least thirty (30) days advance written notice from the party desiring to terminate this agreement to the other. In accordance with AR 420-1, paragraph 25-9, e(2), this agreement will be reviewed and updated biennially based on the anniversary of the effective date, unless previously terminated by one or more of the parties. The IAM will initiate the biennial reviews and the request for renegotiation. Following the nine (9) years, the agreement will either automatically terminate or can be renegotiated. 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 an effect. No amendment or modification of this agreement shall be effective unless in writing and executed by the parties.

**19. SIGNATURES:** It is agreed that this Agreement may be signed together or 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. The signature authority will sign and date the signature page, page six, of this agreement. If multiple signature pages are used, all signature pages will be attached to the final agreement and forwarded to all parties upon completion.

SUBJECT: IM-W12KAA-20421 Yakima Co. Fire Protection – Districts and Cities MAA

MUTUAL AID AGREEMENT IM-W12KAA-20421 -- SIGNATURE PAGE:

PARTY	NAME/TITLE	SIGNATURE & DATE
For the Secretary of the Army – JBLM-YTC	Skye D. Duncan Colonel, US Army	
YCFPD NO. 1	Richard J. Woodall Fire Chief	
YCFPD NO. 2	Rex Reed Commission Chair	
YCFPD NO. 3	Alan Baird Chief, YCFPD #3	
YCFPD NO. 4	David Ramynke Fire Commissioner	
YCFPD NO. 5	Ernest W. Gasseling Commissioner Chair	
YCFPD NO. 6	Ken Frazier Fire Chief	
YCFPD NO. 7	Rhon Rasko Fire Chief	
YCFPD NO. 9	Ted VanderHouwen Commission Chair	
YCFPD NO. 11	Rocky Willet Commission	
YCFPD NO. 12	Jim Borst Commissioner Chair	
YCFPD NO. 14	Wayne Frudd Commissioner	
CITY OF YAKIMA	Alex Meyerhoff Interim City Manager	
CITY OF GRANGER	Jose Trevino Mayor	
CITY OF SELAH	Sherry Raymond Mayor	
CITY OF NACHES	Alan Baird Chief, YCFPD #3	
CITY OF WAPATO	Bob Clark Fire Chief	
CITY OF TOPPENISH	Mark Oaks Mayor	
CITY OF SUNNYSIDE	Francisco Guerrero Mayor	
CITY OF ZILLAH	Scott Carmack, Mayor	
CITY OF GRANDVIEW	Gloria Mendoza Mayor	
CITY OF MABTON	Luke Cussins Fire Chief	