

**AGREEMENT FOR MUTUAL AID  
FOR EMERGENCIES AND DISASTERS IN YAKIMA COUNTY  
SEPTEMBER 11, 2003**

This agreement for mutual aid for emergencies and disasters is made and entered into by and between the participating local governments, special purpose districts, state and federal agencies and departments with public safety responsibilities in Yakima County;

**WHEREAS**, emergencies and disasters may overwhelm cities, towns, or unincorporated areas in Yakima County so suddenly and with such destructive effects that public safety departments, special purpose districts, and other governmental entities acting alone cannot respond adequately; and

**WHEREAS**, chapter 38.52 RCW declares a statewide policy that due to the existing and increasing possibility of emergencies and disasters of unprecedented size and destructiveness, and in order to ensure preparations adequate to deal with such disasters, the political subdivisions of the state must assist each other to protect the public peace, health, and safety, and to preserve the lives and property of the people of the state; and

**WHEREAS**, Yakima County and the cities, towns, special purpose districts and other public safety entities in Yakima County are committed to assisting each other to protect the public peace, health, and safety, and to preserve the lives and property of the people of Yakima County; and

**WHEREAS**, the Yakima Valley Office of Emergency Management ("YVOEM") was established by interlocal agreement as a local emergency management organization on April 3, 1984, pursuant to chapter 38.52 RCW and particularly RCW 38.52.070, to manage provision of services during emergencies and disasters within Yakima County and its 14 cities and towns; and

**WHEREAS**, RCW 38.52.091 authorizes YVOEM to collaborate with other public and private agencies within Yakima County to develop mutual aid arrangements for assistance in case of emergency or disaster; and

**WHEREAS**, RCW 38.52.070 requires that local comprehensive emergency management plans specify the use of the incident command system, including unified command for multiagency/multijurisdiction operations; and

**WHEREAS**, chapter 39.34 RCW enables local governmental units to make the most efficient use of their powers by authorizing them to make agreements to cooperate with other local governmental units on a basis of mutual advantage and to provide each other services and facilities; and

**WHEREAS**, in times of emergency or disaster it is the duty of each local emergency management organization such as YVOEM to assist public safety providers in accordance with the provisions of such mutual aid arrangements as they may have made among themselves; and

**WHEREAS**, public health, safety, and welfare require the parties to prepare for emergencies and disasters; and

**WHEREAS**, each party to this agreement chooses to assist the others to prevent and combat emergencies and disasters by the provision of such services and facilities as may be at their disposal; and

**NOW, THEREFORE**, in consideration of the mutual promises exchanged herein, each party agrees as follows:

### **Purpose**

The purpose of this Agreement for Mutual Aid in Emergencies and Disasters ("Agreement") is to establish terms and conditions of assistance between and among Yakima County, participating cities, towns, special purpose districts,

and other governmental agencies and entities within Yakima County that may provide services or facilities to protect the public peace, health, and safety, and to preserve the lives and property of the people of Yakima County if an emergency or disaster occurs or becomes a significant possibility.

### **Authorization**

This Agreement is authorized by chapters 38.52 and 39.34 RCW.

### **Implementation**

#### **General Provisions**

The assistance the parties offer each other under this agreement is intended to be available in the event of an emergency or disaster as defined in RCW 38.52.010(6), or as otherwise agreed between specific parties.

Any party may request assistance under this Agreement to prevent and/or combat any emergency or disaster, and each party shall, upon proper request, provide services, assets, resources, and facilities to a requesting party, provided, that this agreement shall not obligate any party to provide assistance when to do so would unreasonably deplete that party's resources, facilities, or services.

Whenever practical, mutual aid plans for specific facilities and services may be developed to identify and coordinate resources, facilities, and services that may be available under this Agreement.

During an emergency or disaster determined by any party the Yakima Valley Comprehensive Emergency Management Plan ("YVCEMP" or "CEMP") shall be implemented, and the Yakima Valley Community Emergency Management System ("YVCEMS" or "CEMS") will be used to manage resources, facilities and services that may be available under this Agreement.

### **Requests for Assistance**

The Governing Body of a party may determine the existence of an emergency or disaster in the party's service area, and may request assistance under this Agreement. The Governing Body of a party may designate, and thereby authorize, one or more persons to act on behalf of that party to determine the existence of an emergency or disaster in the party's service area, and to request assistance under this Agreement. Generally, an Authorized Person shall be the chief or head of a public safety entity or other department of the party. Each party shall notify YVOEM annually in writing who it has designated as an Authorized Person(s), and immediately in the event of any changes. YVOEM shall maintain a list of Authorized Persons and provide the list to the other parties.

A party's Governing Body or Authorized Person may request assistance under this agreement by any means reasonable under the circumstances, but only after determining the existence of an emergency or disaster which demands immediate action to protect the public peace, health, and safety, and to preserve the lives and property of people in the party's service area. The Governing Body or Authorized Person shall, at the earliest reasonable opportunity, document their determination of an emergency or disaster and the assistance requested under this Agreement. Assistance may not be requested under this Agreement for normal police, coroner, fire, rescue, emergency medical services, or utility response.

### **Incident Command System**

Assistance provided under this Agreement shall be based on the Incident Command System (ICS), including unified command for multiagency/multijurisdiction operations.

A party requesting assistance shall structure incident command and provide a qualified Incident Commander for the emergency or disaster.

### **Provision of Assistance**

Only a party's Governing Body and Authorized Person(s) shall have the power to approve a request for assistance.

Assisting parties shall send only qualified persons to an incident. The assisting party shall be responsible for the conduct and actions of its responding personnel.

When possible, an assisting party's senior officer at the scene of the emergency or disaster ("Senior Officer") shall supervise that party's personnel. Any person assisting who determines that a direction given by Incident Command would be unsafe or illegal, may refuse such direction or otherwise limit how they assist. The person must report to Incident Command his/her intent to refuse, limit, change or withdraw, and the reasons. The governing body of the assisting party may also withdraw resources, services, or facilities after justification and consultation with the Incident Commander

### **General Fiscal Provisions**

Costs incurred by the requesting and responding parties (Short Term Assistance) shall be the responsibility of respective party unless otherwise provided by law. The requesting party and YVOEM shall use their best efforts to obtain reimbursement of costs incurred by any party under this agreement from the State of Washington, the Department of Homeland Security, or other sources that may be available.

Assistance provided under this agreement shall be in two forms, Short Term and Long Term Assistance.

**Short Term Assistance** involves assistance lasting no more than 12 hours, beginning when a party accepts a request for assistance. Responding parties shall provide Short Term Assistance under this agreement without a right of reimbursement from the requesting party, except that the individual parties may execute agreements with one another for specific resources with or without reimbursement of costs. At the discretion of the responding party an agreement with the requesting party Short Term Mutual Aid may be extended.

**Long Term Assistance** involves assistance lasting more than 12 hours. The requesting party shall reimburse reasonable costs incurred by any party to provide Long Term Assistance. Reasonable costs incurred to provide Long Term Assistance must be documented at the time of the event to qualify for reimbursement. Reasonable costs include but are not limited to: wages, overtime, equipment expense, supplies, fuel, food and lodging.

Any use of the National Guard assets in times of emergency and disaster shall be requested and coordinated through the YVOEM. YVOEM shall request and coordinate with the Washington State Military Department on their use.

While enroute to or returning from a mutual aid response, each responding party shall be responsible for damage to its own apparatus and/or equipment. Each responding party shall be responsible, and shall defend, indemnify, and hold harmless the other parties, their officials, agents, employees, and volunteers, for any damage or personal injury caused by its apparatus and/or personnel. This includes both Short and Long Term Assistance.

While at the scene of any emergency or disaster it is expressly understood that a responding party shall assume no responsibility or liability for damaged or destroyed equipment or bodily injury due to actions which are required in

assisting under this agreement; said liability and responsibility shall rest solely with the requesting party within whose boundaries or service area the emergency or disaster is occurring. This includes both Short and Long Term Assistance.

No claim for compensation may be made by any party against another for loss, damage, or personal injury occurring as a consequence of mutual aid assistance rendered under this agreement and all such rights or claims are hereby waived by the parties as to one another except as described in Long Term Assistance above.

A requesting party shall in no way be deemed liable or responsible for the personal property of the personnel of the assisting party which may be lost, stolen, or damaged while assisting under this agreement, except as provided in Long Term Assistance above.

This agreement shall not cancel existing or preclude future agreements for mutual aid between any parties hereto. However, in the event and to the extent the terms of other mutual aid agreements are different from the terms of this agreement, parties to such other agreements shall be presumed to request and provide assistance under the terms of this agreement, unless they expressly elect to request and provide assistance under the terms of a different agreement.

### **Dispute Resolution**

Any dispute arising from this agreement shall be presented to the Emergency Services Executive Board for resolution. The board shall arbitrate the dispute to resolution by majority vote. A mayor or commissioner whose jurisdiction is a party to the dispute shall excuse themselves from the proceedings and the

remaining members, at their discretion, shall select another mayor or commissioner as a replacement.

### **YVOEM Coordination**

Each party shall provide annually a list of Authorized Person(s) with pertinent contact information and a list of resources, facilities and services available for assistance to the YVOEM. YVOEM shall report to the parties regularly to inform them who the other parties to this agreement are, who are the parties' Authorized Persons, and what assistance is available.

Parties shall identify significant emergency response assets to YVOEM at least annually and shall promptly report acquisition of significant assets. YVOEM will develop and maintain an emergency response asset inventory.

Yakima County and any city or town or other public safety entity shall become a party to this Agreement upon signing an original or a copy of this Agreement, and shall remain a party until terminating its participation according to the provisions of this Agreement. Termination by of one or more parties shall not affect the operation of this agreement between remaining parties.

Approval or execution of this agreement shall be as follows:

1. The county, cities, other, municipal corporations, political subdivisions, and public agencies having a legislative or governing body, shall by resolution approve and agree to abide by this agreement, which shall be known as the "Agreement for Mutual Aid for Emergencies and Disasters in Yakima County". Upon adoption of such a resolution, an original signature page copy thereto shall be filed with the Director of the YVOEM.



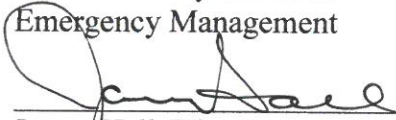
2. The executive head of those political subdivisions and public agencies having no legislative or governing body shall execute a copy of this agreement and file a signed original signature page copy with the Director of the YVOEM.

Any party may terminate its participation in this agreement as follows:

1. The county, cities, and other political subdivisions and public agencies having a legislative or governing body, shall by resolution give notice of termination of its participation in this agreement and this agreement shall be terminated as to such party 30 days after a copy of such resolution is filed with the Director of the YVOEM.
2. The executive head of those public safety entities and agencies having no legislative or governing body shall file a written notice of termination of participation in this agreement with the Director of the YVOEM, and this agreement is terminated as to such party 30 days after the filing of such notice.

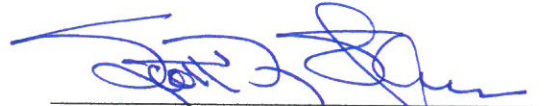
**IN WITNESS WHEREOF** this agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Yakima Valley Office of  
Emergency Management

  
\_\_\_\_\_  
James Hall, Director

November 6, 2003  
Date

City of Toppenish

  
\_\_\_\_\_  
Scott D. Staples, City Manager

November 3, 2003  
Date