

MUTUAL AID AGREEMENT

Between

**DIRECTOR OF EMERGENCY SERVICES, JBLM - YAKIMA TRAINING CENTER
JOINT BASE GARRISON, JOINT BASE LEWIS-MCCHORD (JBLM)**

And

KITTITAS COUNTY SHERIFF'S OFFICE

THIS MUTUAL AID AGREEMENT (hereinafter "Agreement") is made and entered into by and between the Kittitas County through Kittitas County Sheriff's Office (hereinafter "KCSO"), the JBLM-Director of Emergency Services, Yakima Training Center (hereinafter JBLM-YTC DES) and JBLM - Yakima Training Center Post Commander (hereafter "JBLM-YTC Post Commander").

WHEREAS, JBLM-YTC DES desires the KCSO to provide emergency response team services and assistance with civil disturbances on or adjacent to JBLM-YTC, Washington.

WHEREAS, in exchange for said services, JBLM-YTC DES is willing to provide the KCSO with police training support, joint training and use of certain equipment and facilities.

WHEREAS, KCSO is willing to provide said services to the JBLM-YTC DES in exchange for police training support, joint training and use of certain equipment and facilities.

WHEREAS, JBLM-YTC DES has authority to provide KCSO with said services and enter into this Agreement pursuant to:

1. DOD Directive 5525.5; Cooperation with Civilian Law Enforcement Officials;
2. AR 190-58, Personal Security;
3. AR 190-12, Military Working Dogs;
4. AR 700-131, Loan and Lease of Army Materials;
5. DOD Manual 4160.21 M, Defense Material Disposition Manual;
6. 10 U.S.C Chapter 18 § 371-378, Military Support for Civilian Law Enforcement Agencies; and,
7. 18 U.S.C. Section 1385, Use of Army and Air Force as Posse Comitatus.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises herein, Kittitas County, KCSO, JBLM-YTC Post Commander and JBLM-YTC DES agree as follows:

1. Services to be provided by the KCSO

Subject to KCSO policies and procedures, the KCSO agrees as follows to:

(a) Respond upon request as the primary emergency response (under direction of the JBLM-YTC DES) to any incident, which exceeds the capability of the YTC Police Department, including a terrorist event. KCSO will respond and assist. The KCSO will, if necessary, utilize mutual aid agreements to call other law enforcement personnel, including, but not limited to, the Yakima Police Department's (YPD) Emergency Response Team, to contain the situation and will maintain this role until relieved by Federal Bureau of Investigation (FBI) tactical personnel, the JBLM-YTC Post Commander or the JBLM-YTC DES. These incidents include, but are not limited to: hostage situations, terrorist incidents, aircraft recapture, civil

disturbances and other emergency situations that go beyond the capabilities of the YTC Police Department. Upon entering YTC jurisdiction, the KCSO will be under the direction of the Incident Commander (hereafter "IC"). The IC will normally be the senior first responder, but may otherwise, in agreement with KCSO command elements, be designated or transferred by the Installation Commander to another response command element.

(b) Assist in containing and responding to accidents involving military vehicles and equipment that occur within Kittitas County by providing traffic control and possible road closure(s) in the affected area.

(c) Assist in containing and responding to incidents involving the escape of an armed, fleeing felon(s) along adjoining property lines using appropriate measures.

(d) Assist in the pursuit of any fleeing criminals that may arrive on or depart from YTC along Kittitas County.

2. Services and Equipment provided by JBLM-YTC Post Commander and JBLM-YTC DES

The following services and equipment will be provided to the KCSO:

(a) Provide the KCSO training support, when available, in the form of classroom space, ranges, joint training opportunities and other facilities and available equipment with the proper coordination and provision of liability release forms.

(b) Loan or lease equipment to the KCSO, if available, of a protective nature, such as protective masks, helmets, body armor, night vision and other equipment as authorized by DOD Directive 5525.5 and AR 700-131, in response to civil disturbances.

(c) Allow access onto YTC for KCSO Deputies on official business, such as training, coordination and upon request, emergency response.

3. Term of Agreement

This Agreement becomes effective upon the date of the last signature hereto and remains in full force and effect until cancelled by mutual consent of the parties hereto or by written notice by one party to the other party, giving thirty (30) days notice of said cancellation.

4. Compliance with Law

The YTC DES, YTC Post Commander and the KCSO agree to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local or otherwise.

5. Third Person Benefits

This Agreement is solely for the benefit of the parties hereto, and creates no rights and/or benefits of any kind or type to any third parties.

6. Severability

If any portion of this Agreement is changed per mutual agreement, or any portion is held invalid, the remainder of this Agreement shall remain in full force and effect.

7. Waiver of Breach

A waiver by any party hereto of a breach by another party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver of any such agreement, covenant, condition or right.

8. Termination

Parties may terminate this Agreement, with or without cause, by providing the other parties with thirty (30) days written notice of termination.

9. Notices

Unless otherwise stated herein, all notices and demands shall be in writing and sent or hand delivered to the parties to their addresses as follows:

KCSO: Kittitas County Sheriff
307 W. Umptanum Rd
Ellensburg, WA 98926

JBLM-YTC Post Commander: LTC Michael Daniels
970 Firing Center Road
Yakima, WA_98901

JBLM-YTC DES: Mr. Mark Reaves
970 Firing Center Road
Yakima, WA 98901

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid or hand delivered. Such notices shall be deemed effective when mailed or hand delivered at the addresses specified above.

10. Integration and Supersession

This Agreement sets forth all of the terms, conditions and agreements of the parties relative to the subject matter hereof and supersedes any and all former agreement(s) which are hereby declared terminated and of no further force and effect upon execution and delivery hereof. There are no terms, conditions or agreements with respect thereto, except as herein provided and no amendment or modification of the Agreement shall be effective unless reduced to writing and executed by the parties.

11. Filing

This agreement shall be filed with the Kittitas County's Auditor's Office or, alternatively, listed by subject on the Kittitas County web site or other electronically retrievable public source, pursuant to RCW 39.34.040.

12. Administrator

As per RCW 39.34.030(4)(a), Undersheriff Clay Myers.

13. Property

Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.

14. Approval and Signature


Kittitas County Sheriff's Office



Sheriff Gene Dana

Date: 5/21/10

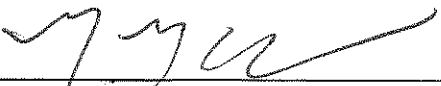
For the Secretary of the Army



Thomas H. Brittain
Colonel, US Army
Commanding

Date: 3 MAY 2010

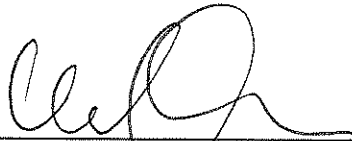
Board of Kittitas County Commissioners



Mark McClain
Commissioner

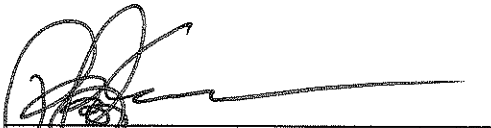
Date: 06/01/10

YTC Garrison Commander



Michael J. Daniels
Lieutenant Colonel, US Army
Commanding

Date: 20 APR 10



Chairman

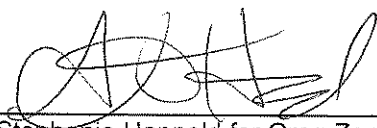
Date: 06/01/10

Kittitas County Prosecuting Attorney
APPROVE AS TO FORM ONLY



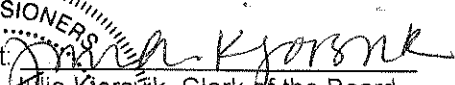
Vice Chairman

Date: 06/01/10
Constituting the Board of County Commissioners
For Kittitas County, Washington



Stephanie Happold for Greg Zempel
Prosecuting Attorney

Date: 5/19/10

Attest: 
Julie Kjosvik, Clerk of the Board

