

**BOARD OF COUNTY COMMISSIONERS  
COUNTY OF KITTITAS  
STATE OF WASHINGTON**

**RESOLUTION NO. 2010- 04**

**A RESOLUTION AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT  
BETWEEN DIRECTOR OF EMERGENCY SERVICES, JBLM-YAKIMA TRAINING  
CENTER JOINT BASE GARRISON, JOINT BASE LEWIS-MCCHORD (JBLM) AND  
KITTITAS COUNTY SHERIFF'S OFFICE**

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate by providing services and facilities for mutual advantage; and

WHEREAS, YTC DES desires KCSO to provide emergency response team services and assistance with civil disturbances on or adjacent to Yakima Training Center, Washington; and

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

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


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

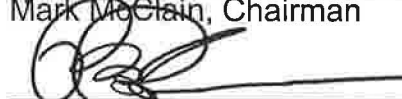
1. DOD Directive 5525.5; Cooperation with Civilian Law Enforcement Officials;
2. AR 190-58, Personal Security;
3. AR 190-12, Military Working Dogs;
4. AR 700-131, Loan and Lease of Army Materials
5. DOD Manual 4160.21 M, Defense Reutilization and Marketing Manual
6. 10 U.S.C Chapter 18 § 371-378, Military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

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED, That the attached Interlocal Agreement between Kittitas County and Director of Emergency Services, JBLM-Yakima Training Center Joint Base Garrison, Joint Base Lewis-McChord (JBLM) be established to provide emergency response team services and assistance with civil disturbances for exchange of police training support, use of certain equipment and facilities, etc.

ADOPTED this 1<sup>st</sup> day of June 2010.


**BOARD OF COUNTY COMMISSIONERS  
KITITITAS COUNTY, WASHINGTON**

  
\_\_\_\_\_  
Mark McClain, Chairman

  
\_\_\_\_\_  
Paul Jewell, Vice-Chairman

  
\_\_\_\_\_  
Alan Crankovich, Commissioner

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Stephanie U. Happold,  
Deputy Prosecuting Attorney  
WSBA#38112



ATTEST  
CLERK OF THE BOARD

  
\_\_\_\_\_  
Julie A. Kjorsvik

## 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 addressed as follows:

KCSO:	Kittitas County Sheriff 307 W. Umptanum Rd Ellensburg, WA 98926
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JBLM-YTC Post Commander:	LTC Michael Daniels 970 Firing Center Road Yakima, WA 98901
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JBLM-YTC DES:	Mr. Mark Reaves 970 Firing Center Road Yakima, WA 98901
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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

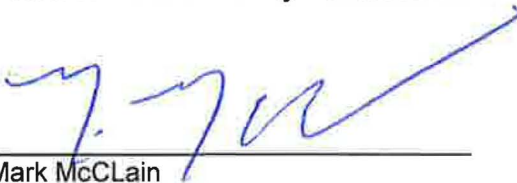
Date: 5/21/10

**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: June 1, 2010  
Constituting the Board of County Commissioners  
For Kittitas County, Washington

  
\_\_\_\_\_  
Stephanie Haggold for Greg Zempel  
Prosecuting Attorney

Date: 5/19/10

Attest:   
\_\_\_\_\_  
Julie Kjorsvik, Clerk of the Board

Date: 06/10/10

