

MUTUAL AID AGREEMENT

Between

JOINT BASE LEWIS-MCCHORD - YAKIMA TRAINING CENTER, WASHINGTON

And

CITY OF YAKIMA POLICE DEPARTMENT

W12KAA-MAA-4522

THIS MUTUAL AID AGREEMENT (hereinafter "Agreement") is made and entered into by and between the Yakima Police Department (hereinafter "YPD") and JBLM-Yakima Training Center Post Commander (hereinafter "JBLM-YTC").

WHEREAS, JBLM-YTC desires the YPD to provide emergency response team services and assistance with civil disturbances on or adjacent to the Yakima Training Center, Washington; and

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

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

WHEREAS, Chapter 10.93 RCW, the "Washington Mutual Aid Peace Officers Powers Act", the Washington State legislature stated in RCW 10.93.001(2) that it is the intent of the legislature "that current artificial barriers to mutual aid and cooperative enforcements of the laws among general authority local, state, and federal agencies be modified" pursuant to Chapter 10.93 RCW; and

WHEREAS, RCW 10.93.001(3) states that Chapter 10.93 RCW "shall be liberally construed to effectuate the intent of the legislature to modify current restrictions upon the limited territorial and enforcement authority of general authority peace officers and to effectuate mutual aid among agencies"; and

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

1. Army Regulation (AR) 190-12, Military Working Dogs, 11 March 2013.
2. AR 190-58, Designation and Protection of High Risk Personnel, 25 Feb 2018.
3. AR 700-131, Loan and Lease of Army Materiel, 23 August 2004.
4. Department of Defense (DoD) Instruction 3025.21, Defense Support of Civilian Law Enforcement Agencies, 27 February 2013.
5. DoD Manual 4160.21, Defense Material Disposition: Disposal Guidance and Procedures, 22 October 2015.
6. 10 U.S.C Chapter 15 § 271-284, Military Support for Civilian Law Enforcement Agencies.
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, City of Yakima Police Department and JBLM-YTC mutually agree as follows:

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1. Services to be provided by the YPD

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

(a) Respond upon request as the primary emergency response (under direction of the JBLM-YTC or designee) to any incident, which exceeds the capability of the YTC Police Department, including a terrorist event. YPD will respond and assist. The YPD will, if necessary, utilize mutual aid agreements to call other law enforcement personnel, including, but not limited to the 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 or designee. 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, the responding YPD officers 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 YPD command elements, be designated or transferred by the Installation Commander to another response command element.

(b) Assist in containing civil disturbances on or adjacent to YTC.

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

(d) Assist in containing and responding to incidents involving the escape of an armed, fleeing felon(s) using appropriate measures.

(e) Assist in the pursuit of any fleeing criminals that may arrive on or depart from YTC who may enter into YPD jurisdiction.

2. Services and Equipment provided by JBLM-YTC

The following services and equipment will be provided to the YPD.

1. Provide the YPD 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.

2. Loan or lease equipment to the YPD, if available, of a protective nature, such as protective masks, helmets, body armor, night vision and other equipment as authorized by DoDI 3025.21 and AR 700-131, in response to civil disturbances.

3. Allow access onto YTC for YPD Officers on official business such as training, coordination and upon request, emergency response.

3. Property

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

4. Term of Agreement

The Agreement shall become effective upon the date of last signature hereto and remain in full force and effect until 1 October 2025, or until cancelled by mutual agreement of the parties hereto or be written notice by one party to the other party, giving thirty (30) days' notice of said cancellation.

5. Termination

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

6. Compliance with Law

The JBLM-YTC and the YPD 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.

7. No Third Party Rights

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.

8. 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.

9. 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.

10. 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:

Yakima Police Department:	Gary Jones, Interim Chief of Police 200 South 3 rd street Yakima, WA 98901
City of Yakima:	Cliff Moore, City Manager City of Yakima 129 North 2 nd Street Yakima, WA 98901-2613
JBLM-YTC Post Commander:	LTC Roger A. Gavrilluk 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.

11. Integration

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,

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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.

12. Filing

A copy of this Agreement shall be filed with the Yakima City auditor's office or alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

13. Approval and Signature

Yakima Police Department

Joint Base Garrison, JBLM

Gary Jones, Interim Chief of Police

Nicole M. Lucas, Colonel, LG
U.S. Army, Commanding

Date: _____

Date: 25 Jan 2019

City of Yakima

JBLM-YTC Garrison Commander

Cliff Moore, City Manager

Roger A. Gavriluk, Lieutenant Colonel,
U.S. Army, Commanding

Date: _____

Date: 04 Feb 19

Attest: _____
Sonya Claar Tee, City Clerk

Date: _____

City Contract No: _____

Resolution No: _____