

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 1/24/2013

Action Requested By:
EMA

Agenda Item Type
Resolution

Subject Matter:

Mutual Assistance Agreement

Exact Wording for the Agenda:

Authorizing the Mayor to execute a Mutual Assistance Agreement for North Alabama Mutual Assistance Association (NAMAA)

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

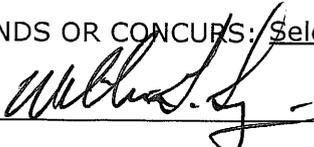
Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This agreement makes corrections and updates to the agreement which has been in place since 1998.

Associated Cost: 0

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: 1/18/2013

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: EMA Council Meeting Date: 1/24/2013

Department Contact: Bill Sizemore Phone # 5130

Contract or Agreement: Mutual Assistance Agreement

Document Name: Mutual Assistance Agreement

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number:

Procurement Agreements

Not Applicable	Not Applicable
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Grant-Funded Agreements

Not Applicable	Grant Name: <input type="text"/>
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Department	Signature	Date
1) Originating	<i>Bill Sizemore</i>	1/9/13
2) Legal	<i>Mary Cato</i>	1/18/13
3) Finance <i>CC</i>	<i>[Signature]</i>	1/14
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13-_____

BE IT RESOLVED by the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and the Alabama Department of Public Health on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Mutual Assistance Agreement for North Alabama Mutual Assistance Association (NAMAA)." consisting of a total of five (5) pages, and the date of January 24, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 24th day of January, 2013.

President of the City Council of
The City of Huntsville, Alabama

APPROVED this the 24th day of January, 2013.

Mayor of the City of
Huntsville, Alabama

**MUTUAL ASSISTANCE AGREEMENT
FOR NORTH ALABAMA MUTUAL ASSISTANCE ASSOCIATION
(NAMAA)**

I. PURPOSE

To provide an understanding between and among counties and municipalities of the North Alabama Mutual Assistance Association (NAMAA) in providing and receiving mutual aid as a result of an act of war, natural or man-made disaster; and to provide the authority for utilization and implementation of the Emergency Operations Plan for Mutual Assistance Deployment developed by NAMAA.

II. AUTHORITIES AND REFERENCES

- A. The basic authority for each county and/or municipality to enter into this agreement is Code of Alabama, Title 31, Chapter 9, Sections 31-9-1 through 31-9-24, as amended.
- B. Provisions of this agreement are based on the various sections and paragraphs of Act 47.
- C. Other authorities and references are outlined in Section I, Basic Emergency Operations Plan for Mutual Assistance Deployment.
- D. Authority to activate and implement this agreement and plan is the same as that provided for activation of any emergency plan as outlined in the Direction and Control provisions of each county's Basic Emergency Operations Plan.

III. SCOPE

This agreement and plan encompasses the area represented by the NAMAA, whose membership consists of the Emergency Management/Civil Defense Director/Coordinator of the counties of Blount, Cherokee, Colbert, Cullman, DeKalb, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Walker, and Winston.

IV. SITUATION

Response to natural or man-made disasters, including acts of war, can exhaust all resources of a town or county or deplete certain types of manpower, equipment, or supplies. When this condition exists, the affected entity must rely on the next highest level of government or a neighboring entity or volunteer agencies and the private sector for the necessary resources to save or sustain life, health, and property. Such assistance must be provided or received within the proper legal framework as outlined in Act 47 and with a clear understanding of the conditions such assistance is given or received.

V. MUTUAL AID AGREEMENT

Article 1. The purpose of this compact is to provide mutual aid among the counties and their respective municipalities listed in Section III in meeting any emergency resulting from nuclear attack or any other act of war, natural or man-made disaster. The prompt, full and effective utilization of the resources of the respective counties, including such resources that may be available from the state or federal governments or any other source, are essential to the safety, care and welfare of the people thereof in the event of enemy attack or other emergency, and any other resources including personnel, equipment or supplies, shall be incorporated into a plan or plans of mutual aid. The Director members of the North Alabama Mutual Assistance Association shall constitute a committee to formulate plans and take all necessary steps for the implementation of this agreement.

Article 2. It shall be the duty of each party county and municipality to formulate plans for implementation of this agreement with a free exchange of information and plans, including inventories of materials, equipment, and other resources available for carrying out provisions of this agreement.

Article 3. Any mutual aid assistance should be requested through the local Emergency Management Director/Coordinator in the requesting county. Any party county or municipality requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement in accordance with the terms hereof: Provided, that it is understood that the county or municipality rendering aid may withhold resources to the extent necessary to provide reasonable protection for such county or municipality. Each party to this agreement shall extend to the Emergency Management/Civil Defense forces of any other party county or municipality, while operating within the receiving jurisdiction under the terms of this agreement, the same powers (except that of arrest unless specifically authorized by the receiving county or municipality), duties, rights, privileges and immunities as if they were performing their duties in the county or municipality in which normally employed or rendering services. Emergency Management/Civil Defense forces will continue under the command and control of their regular and normal leaders, but the organizational units will come under the operational control of Emergency Management/Civil Defense authorities of the county or municipality receiving assistance.

Article 4. Wherever any person holds a license, certificate or other permit issued by any county or municipality evidencing the meeting of qualifications for professional, mechanical or other skills, such person may render aid involving such skill in any party county or municipality to meet an emergency or disaster, and such county or municipality shall give due recognition to such license, certificate or other permit as if issued in the county or municipality in which aid is rendered.

Article 5. Each county or municipality, and each Emergency Management/Civil Defense worker, and certain other individuals or groups, shall not be liable for the death

of or injury to persons, or for damages to property as a result of certain Emergency Management/Civil Defense activity while complying with or reasonably attempting to comply with Chapter 9 of Title 31, Code of Alabama 1975, as amended, and any order, rule or regulation promulgated pursuant thereto.

Article 6. Nothing herein contained shall preclude any party county or municipality from entering into supplementary agreements with other party counties or municipalities. Such supplementary agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons, and the exchange of medical, fire, police, public utility, reconnaissance, welfare, transportation, and communications personnel, equipment and supplies.

Article 7. Each party county or municipality shall provide for the payment of compensation and death benefits to full-time employees of such county or municipality who are members of the Emergency Management/Civil Defense forces of that county or municipality, and who sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained in any other county or municipal employment. Each party county or municipality agrees to furnish a copy of this agreement to its workmen's compensation insurance carrier, and if applicable, to the administrative agency or carrier responsible for administering any pension law in behalf of said county or municipality.

Article 8. Any party county or municipality rendering aid in another county or municipality pursuant to this agreement shall be reimbursed by the party county or municipality receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid and for the cost incurred in connection with such requests: Provided that any two or more party counties or municipalities may enter into supplementary agreements establishing a different allocation of costs among those counties or municipalities. The United State Government or the State of Alabama may relieve the party county or municipality receiving aid from any liability and reimburse the party county or municipality supplying Emergency Management/Civil Defense forces for the compensation paid to and the transportation, subsistence, and maintenance expenses of such forces during the time of such aid or assistance and may also pay fair and reasonable compensation for the use or utilization of supplies, materials, equipment or facilities so utilized or consumed.

Article 9. Plans for the orderly evacuation and reception of the civilian population as a result of an emergency or disaster shall be worked out from time to time between representatives of the party counties or municipalities. Such plans shall include the manner of transporting such evacuees, the number of evacuees to be received, the manner in which food, clothing, housing and medical care will be provided, the registration of the evacuees, the providing of facilities for the notification of relatives or friends and the forwarding of such evacuees to other areas or the bringing in of additional materials, supplies and all other relevant factors. Such plans shall provide that the party county or municipality receiving evacuees shall be reimbursed generally for the out-of-pocket expenses incurred in receiving medicines and medical care and like items. Such

expenditures shall be reimbursed by the party county or municipality of which the evacuees are resident or by the United States Government or State of Alabama under approved plans. After the termination of the emergency or disaster, the party county or municipality of which the evacuees are resident shall assume the responsibility for the ultimate support or repatriation of such evacuees.

Article 10. This agreement shall be operative immediately upon its ratification by any county or municipality as between it and any other county or municipality so ratifying. Ratification is indicated by the signature of the Chief Executive of the county or municipality and the Emergency Management/Civil Defense Director/Coordinator of that respective jurisdiction after being approved by the governing body of the county or municipality. Duly authenticated copies of this agreement will be deposited with each government entity ratifying and with the Emergency Management/Civil Defense Agency represented by the entity.

Article 11. This agreement shall continue in force and remain binding on each party county or municipality until the governing body of a county or municipality takes appropriate action to withdraw therefrom. Such action shall not be effective until thirty (30) days after notice thereof has been sent by the Chief Executive of the party county or municipality desiring to withdraw to all other party counties or municipalities.

Article 12. This agreement shall be construed to effectuate the purposes stated in Article 1. hereof. If any provision of this agreement is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of this agreement and the applicability thereof to other persons and circumstances shall not be affected thereby. Nothing contained in this agreement shall be construed as a limitation of powers of granted counties or municipalities to enter into other agreements relating to civil defense in an emergency, or impairing in any respect the force and effect thereof.

VI. CONCEPT OF OPERATIONS

- A. Approval of this Agreement also signifies the adoption of the Emergency Operations Plan for Mutual Assistance Deployment developed for this purpose by the NAMAA and authorizes the implementation of that plan as the method under which Mutual Aid Operations and the provisions of this agreement will be carried out.
- B. All existing and future manpower, equipment, and supply resources of all party counties and municipalities to this agreement are hereby jointly made available for regional response to any disaster or major emergency which may occur within the sixteen county area, when requested by the affected county's Emergency Management Director/Coordinator.
- C. The Emergency Management/Civil Defense Directors/Coordinators of the NAMAA party counties and their respective municipalities, with the full and active

participation and cooperation of all law enforcement, fire, rescue, medical, welfare, public works, and other resource agencies, are hereby authorized and directed to respond as necessary under the Emergency Operations Plan for Mutual Assistance Deployment to most efficiently utilize existing and future resources of the party counties and municipalities.

- D. Further, the Emergency Operations Plan for Mutual Assistance Deployment will be tested in such manner and frequency deemed necessary to insure its effectiveness and to keep it current so as to provide for the greatest possible efficiency and effectiveness in coping with disasters or major emergencies occurring anywhere within the specified region.

VII. RATIFICATION

This agreement shall become binding and obligatory when it shall have been signed by the Chief Executive Officer (Mayor, Commission Chairman, Probate Judge, etc.) of the participating county and/or municipality after approval by the governing body of the County and/or municipality authorizing such signature and approving the existing Emergency Operations Plan for Mutual Assistance Deployment developed by the North Alabama Mutual Assistance Association.

This Agreement Approved this the _____ day of _____, _____.

For _____
(Name of County or Municipality)

By _____
(Chief Executive)

(Emergency Management/Civil Defense Director/Coordinator)

Attest:

(Clerk or Other)