



RESOLUTION 2017-06

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE SOUTH ALABAMA MUTUAL ASSISTANCE COMPACT

WHEREAS, The Town Council of the Town of Perdido Beach has reviewed the attached South Alabama Mutual Assistance Agreement which provides an understanding between counties, towns and cities ("Political Entity") of the South Alabama Mutual Assistance Compact (SAMAC) in providing and receiving mutual aid as a result of "Disasters" (fire, flood, storm, epidemic, infestation or disease, earthquake, explosion, terrorism, or man-made disasters, or other conditions); and,

WHEREAS, after having reviewed said agreement, the Town Council of the Town of Perdido Beach has determined that the provisions herein are in the best interest of the Town of Perdido Beach, Alabama.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Perdido Beach, Alabama, as follows:

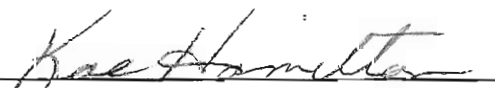
SECTION 1.

That the Mayor is hereby authorized to execute the attached South Alabama Mutual Assistance Agreement now before the council, as an act for and on behalf of the Town of Perdido Beach.

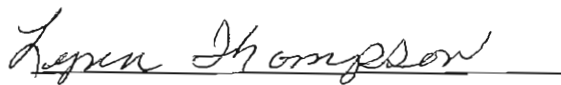
SECTION 2.

This Resolution shall become effective immediately upon its adoption.

ADOPTED this 20th day of April 2017, by the Town Council in regular session assembled and under the Seal of the Town of Perdido Beach.


Kae Hamilton, Mayor

ATTEST:



Lynn Thompson, Town Clerk

SOUTH ALABAMA MUTUAL ASSISTANCE AGREEMENT

This South Alabama Mutual Assistance Agreement (the “Agreement”) is entered into as of the date of execution of this Agreement by the Chairman of the Baldwin County Commission, by and between Baldwin County, Alabama, by and through the Baldwin County Commission, a political subdivision of the State of Alabama (the “Baldwin County Commission”) and Town of Perdido Beach, an Alabama Municipal Corporation (the “Political Entity”), subject to the terms and conditions set forth below.

WITNESSETH:

I. PURPOSE

To provide an understanding between and among the counties, towns and cities (“Political Entity” or “Political Entities”) of the South Alabama Mutual Assistance Compact in providing and receiving mutual aid as a result of fire, flood, storm, epidemic, technological failure or accident, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, earthquake, explosion, terrorism, or man-made disaster, or other conditions (“Disasters”).

II. AUTHORITIES AND REFERENCES

- A. The basic authority for each county, town or city to enter into this Agreement is Code of Alabama, Title 31, Chapter 9, Sections 31-9-1 through 31-9-24, as amended (the “Alabama Emergency Management Act”) and more specifically Section 31-9-9.
- B. Provisions of this Agreement are based on the various sections and paragraphs of the Alabama Emergency Management Act.

III. SCOPE

This Agreement encompasses the area represented by the South Alabama Mutual Assistance Compact whose membership consists of the Emergency Management Directors of the counties listed on Appendix A, and an authorized representative of the city, town and county governing officials listed on Appendix B.

IV. SITUATION

Response to Disasters can exhaust all resources of a city, town, or county and deplete certain types of manpower, equipment, or supplies. When these conditions exist, the affected entity must rely on the next higher level of government, a neighboring entity, volunteer agencies, and/or 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 the Alabama Emergency Management Act and with a clear understanding of the

conditions under which such assistance is given or received.

V. MUTUAL AID AGREEMENT

Article 1. The purpose of this Agreement is to provide mutual aid among the parties to this Agreement in meeting any Disaster. The prompt, full, and effective utilization of the resources of the respective counties, towns or cities, 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 and property thereof in the event of a Disaster. All available resources including personnel, equipment or supplies, shall be incorporated into a plan or plans of mutual aid. The Emergency Management Directors of the respective county members shall be voting members of the South Alabama Mutual Assistance Compact. The voting members of the South Alabama Mutual Assistance Compact shall establish a committee to formulate plans and take all necessary steps for the implementation of this Agreement which shall be voted on by the voting members. All authorized representatives of the city, town, and county governing officials listed on Appendix B, as may be amended from time to time, shall be associate members and shall not be entitled to voting rights.

Article 2. It shall be the duty of each Political Entity that is a member of the South Alabama Mutual Assistance Compact to formulate plans and procedures for implementation of this Agreement including, but not limited to, the authorization of the County Emergency Management Director in their jurisdiction to deploy their resources and to provide for free exchange of information and plans, including inventories of personnel, materials, supplies, equipment and other resources available for carrying out provisions of this Agreement. Each participating Political Entity shall bear the risk of its own actions, as it does with its day to day operations, and determine for itself what kinds of insurance and, in what amounts, it should carry. Each assisting Political Entity shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement.

Article 3. All mutual aid assistance should be requested by and through the county Emergency Management Agency in which the requesting Political Entity is located. Political Entities that deploy without having received a request may or may not be reimbursed for their expenses. Any Political Entity 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, however, that the Political Entity rendering aid may withhold resources to the extent necessary to provide reasonable protection for such Political Entity. Each party to this Agreement shall extend to the Emergency Management employees of any assisting Political Entity, while operating within the requesting jurisdiction under the terms of this Agreement, the same powers, duties, rights, privileges and immunities as if they were performing their duties in the Political Entity in which normally employed or rendering services. Emergency Management forces will continue under the command and control of their normal leaders, but the organizational units will come under the operational control of Emergency Management authorities of the Political Entity receiving assistance.

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

Article 5. Each Political Entity and each emergency management worker is granted immunity from liability for the death of or injury to persons, or for damages to property as a result of attempting to respond according to this Agreement as provided by law.

Article 6. Nothing herein contained shall preclude any Political Entity from entering into supplementary agreements with any other Political Entity as otherwise provided by law.

Article 7. While assisting a requesting Political Entity, the assisting Political Entity shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The requesting Political Entity shall, from any available source, reimburse at a rate of 100% the assisting Political Entity for all direct and indirect payroll costs and expenses incurred in responding to the Disaster, including, but not limited to, employee pensions and benefits, and the pro rata portion of the cost for workers' compensation insurance, as determined by Generally Accepted Accounting Principles (GAAP). The requesting Political Entity is prohibited from granting reimbursement for overtime payroll costs; unless such compensation is in accordance with payroll policies previously established for normal day to day non-disaster activities of the assisting Political Entity. While providing services to the requesting Political Entity, employees of the assisting Political Entity shall remain as employees of their respective agency while responding to, or performing an emergency mutual aid function on behalf of the requesting Political Entity and until which time the emergency management worker is relieved of further emergency mutual aid responsibility by a duly authorized official.

Article 8. Each Political Entity shall provide for the payment of compensation and death benefits to full-time employees of such Political Entity who are members of the Emergency Management forces of that Political Entity, 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 the Political Entity where they are employed. Each Political Entity agrees to furnish a copy of this Agreement to its workers' compensation insurance carrier.

Article 9. Any Political Entity rendering aid in another Political Entity pursuant to this Agreement shall be reimbursed by the Political Entity 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 unless such damage is caused by gross negligence, willful and wanton misconduct, or intentional misuse of the assisting Political Entity's personnel.

Article 10. The assisting Political Entity shall be reimbursed for all materials and supplies used or damaged during the period of assistance unless such damage is caused by gross negligence, willful and wanton misconduct, or intentional misuse of the assisting Political Entity's personnel. The assisting Political Entity's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the parties may agree that the requesting Political Entity will replace, with like kind and quality as determined by the assisting Political Entity, the materials and supplies used or damaged.

Article 11. This Agreement shall be operative immediately upon its ratification by any Political Entity as between it and any other Political Entity so ratifying. Ratification is indicated by the signature of the Chief Executive of the Political Entity and the Emergency Management Director of that respective jurisdiction after being approved by the governing body of the Political Entity. Duly authenticated copies of this Agreement will be deposited with each government entity ratifying this Agreement, the Emergency Management Agency represented by the entity, and the Alabama Emergency Management Agency.

Article 12. This Agreement shall continue in force and remain binding on each Political Entity until the governing body of a Political Entity takes action, with or without cause or hearing, to withdraw therefrom. Such action shall not be effective until notice thereof has been sent by the Chief Executive of the Political Entity desiring to withdraw to Secretary of the South Alabama Mutual Assistance Compact.

Article 13. This Agreement shall be construed to effectuate the purposes stated in Article 1 hereof. If any provision of this Agreement is declared unconstitutional or unlawful, or the applicability thereof to any person, entity or circumstance is held invalid, the constitutionality or legality of the remainder of this Agreement and the applicability thereof to other persons, entities and circumstances shall not be affected thereby. Nothing contained in this Agreement shall be construed as a limitation on the powers of participating counties, towns or cities to enter into other agreements relating to emergency management in an emergency or impairing in any respect the force and effect thereof.

VI. RATIFICATION

This Agreement shall become binding and obligatory when it shall have been signed by the Chief Executive Officer (Mayor, Commission Chairperson, Probate Judge, etc.) of the participating county, town and/or city after approval by the governing body of the county, town and/or city authorizing such signature.

This Agreement is approved this the _____ day of _____, 20__.

For: Town of Perdido Beach
(Name of Political Entity)

By: _____
(Chief Executive)

(Emergency Management Director)

Attest:

(Clerk or Other)

For: BALDWIN COUNTY COMMISSION

By: _____
T. CHRISTOPHER ELLIOTT
Its: Chairman

Attest:

RONALD J. CINK, County Administrator/Budget Director

State of Alabama)
County of Baldwin)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that T. Christopher Elliott, as Chairman of the Baldwin County Commission, and Ron Cink, County Administrator/Budget Director of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal, this the ____ day of _____, 2017.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____

State of Alabama)
County of _____)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, _____, whose name as _____ of the City of _____, and _____, whose name as _____ of the City of _____, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City of _____.

Given under my hand and official seal, this the ____ day of _____, 2017.

Notary Public, _____ County, Alabama
My Commission Expires: _____

Signed Copy on file at Town Hall