

RESOLUTION NO.13-088

BE IT RESOLVED by the City Council of the City of Decatur, Alabama that the attached Memorandum of Understanding regarding mutual aid assistance with the City of Huntsville is hereby approved and accordingly the Mayor and the City Clerk are authorized to sign the agreement on behalf of the City.

Adopted this 15th day of April 2013.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this _____ day of _____, 2012, by and between the City of Huntsville, Alabama, (hereafter "Huntsville"), a municipal corporation in the State of Alabama and the City of Decatur, Alabama, (hereafter "Decatur"), a municipal corporation in the State of Alabama.

1.0 INTRODUCTION

WHEREAS, certain disasters or other emergencies have the potential of outstripping the capacity of any agency in its response to disasters or emergencies in their jurisdictions; and

WHEREAS, each of the parties to this Agreement has determined that it is in the best interests of each party to set forth guidelines for providing mutual aid assistance to each other in the case of a major fire, disaster or other emergency; and

WHEREAS, in the event of a major fire, disaster, or other emergency either party may need the assistance of the other party to this Agreement to provide supplemental fire suppression, emergency medical service equipment and personnel, and/or other emergency support; and

WHEREAS, the facilities of each party are located in such a manner as to necessitate mutual aid and effectively enable each party to render mutual aid to the other; and

WHEREAS, the parties desire to combine and coordinate their resources for response to emergencies occurring in their jurisdictions that lie in both the incorporated and unincorporated portions of Limestone County, Alabama; and

NOW, THEREFORE, it is agreed and understood between the parties as follows:

This Agreement shall be effective on the date signed by all parties, and shall be effective as to each additional party as provided in Section 16 of this Agreement, and is entered into for the purpose of securing to each party mutual assistance for response to emergencies resulting from any cause.

2.0 AUTHORITY

This Agreement is entered into under the authority granted to the parties by their respective charters and/or Alabama state law. This Agreement is intended to be consistent with and supportive of such state contingency plans.

3.0 SCOPE OF AGREEMENT

This Agreement shall include the following types and kinds of mutual aid assistance, and operating terms and conditions.

3.1 Type of Equipment and Personnel.

Each of the parties agrees to have the necessary equipment and personnel to enable it to provide supplemental assistance to the other party.

3.2 Good Faith.

Each of the parties hereto agrees to attempt to furnish to a requesting party such assistance as the requesting party may deem reasonable and necessary to successfully abate an emergency in the requesting party's jurisdiction. Provided, however, that the party to whom the request is made shall have sole discretion to refuse such request if sending such assistance may lead to an unreasonable reduction in the level of protection within its jurisdiction, and provided further that a state or local agency may refuse a request for assistance if necessary to comply with any limitations on the use of dedicated funds by that agency.

3.3 Dispatching.

It is agreed by the parties hereto that mutual aid assistance, when to be sent, shall be dispatched promptly by Madison County Fire emergency dispatchers and Huntsville Fire Rescue dispatch, and Morgan County Emergency Communications District. First response by the jurisdiction requesting assistance shall not be a prerequisite to a request for assistance under this Agreement. In addition, both parties agree to the following dispatch protocols:

a. Automatic mutual aid from Decatur Fire in response with a minimum of (1) Engine Company to all incidents occurring at the following locations within the jurisdictions of Huntsville:

(a) I-565 and I-65 (as agreed upon in the attached map).

b. Automatic mutual aid from Huntsville Fire in response with a minimum of (1) Engine Company to all incidents occurring at the following locations within the jurisdictions of Decatur:

(a) I-565, I-65 and Hwy. 20 (as agreed upon in the attached map).

3.4 Supervision.

When personnel and/or equipment are furnished under this Agreement, the agency having incident command responsibility for the incident shall have overall supervision of mutual aid personnel and equipment during the period such incident is still in progress. Provided, however, when officers from the requesting jurisdiction have not arrived at the scene of the incident, the commanding officer of

the jurisdiction arriving first to provide mutual aid assistance shall be in command of the incident until relieved. Further, "supervision" as used in this section refers to conduct of the mission. Each person participating in the mission remains an employee of that person's employing agency and is subject to the personnel policies solely of that employing agency.

4.0 WAIVERS

4.1 General Waivers.

Each part to this Agreement waives all claims as to personal injury, or death occurring to personnel and/or equipment as a consequence of the performance of this Agreement.

4.2 Indemnity.

Decatur, subject to the statutory limitations on negligent liability for a municipality and to the fullest extent permitted by law, shall indemnify and hold harmless, Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, court awarded attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claim, damage, loss or expense (1) is directly attributable to personal injury, including bodily injury or death, or to injury to or destruction of tangible property therefrom, and (2) is caused by any negligent act or omission of Decatur or any of its consultants, or anyone directly or indirectly employed by it or anyone else for whose act it is legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

Huntsville, subject to the statutory limitations on negligent liability for a municipality and to the fullest extent permitted by law, shall indemnify and hold harmless, Decatur, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, court awarded attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claim, damage, loss or expense (1) is directly attributable to personal injury, including bodily injury or death, or to injury to or destruction of tangible property therefrom, and (2) is caused by any negligent act or omission of Huntsville or any of its consultants, or anyone directly or indirectly employed by it or anyone else for whose act it is legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

4.3 Worker's Compensation.

Each party to this Agreement agrees to provide workers' compensation insurance coverage to each of its employees and volunteers, and responding under this agreement recognizes that although overall incident command supervision will usually be provided by the jurisdiction in which the incident occurs, supervision of individual employees will be provided by their regular supervisors.

5.0 REFUSALS TO PERFORM

This is a mutual aid agreement and it is assumed that all available assistance will generally be provided. Nothing, however, in this Agreement shall be construed to prevent a party to whom a request for assistance is made from refusing to respond when that is appropriate in its sole determination. In addition, any responding party may refuse to perform any specific task when, in the sole determination of the responding party's commanding officer, response would create an unreasonable risk of danger to the responding party's employees and/or equipment or any third party.

6.0 COMPENSATION

The parties agree that the personnel and equipment available under this agreement are roughly equivalent and agree that the availability and provision of such constitute consideration under this agreement. Neither party to this agreement shall seek compensation for mutual aid provided.

7.0 TERMINATION

Any party hereto may terminate this Agreement at any time by giving thirty (30) days notice of the intention to do so to any and all other parties. Such notice shall be sent to the governing body of the other parties and a copy thereof to the chief of the department of the parties notified. This agreement will remain in effect so long as there are at least two parties remaining.

8.0 EXTRA JURISDICTIONAL OPERATING AUTHORITY

The parties shall have full authority to operate in the other party's jurisdiction in accordance with this Agreement.

9.0 COST RECOVERY

The parties hereto agree that any cost recovery actions brought by responding jurisdictions under this Agreement against third parties shall be coordinated by the jurisdiction in which the incident giving rise to the response occurred. The parties shall receive proportional shares of any costs recovered.

10.0 SUCCESSORS IN INTEREST

The provisions of this Agreement shall be binding upon and inure to the benefit of all parties to the Agreement and any respective successors.

11.0 COMPLIANCE WITH GOVERNMENT REGULATIONS

Each party to this agreement agrees to comply with federal, state and local laws, codes, regulations, and ordinances applicable to the work performed under this Agreement.

12.0 FORCE MAJEURE

No party to this Agreement shall be held responsible for delay or default caused by fires, riots, acts of God and/or war which is beyond the reasonable control of the parties.

13.0 SEVERABILITY

If any provision of this Agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

14.0 AMENDMENTS

The terms and conditions of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the parties hereto.

15.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama as interpreted by the Alabama courts.

16.0 SIGNATURES

The undersigned warrant and represent that they are duly authorized to bind the agency represented by the undersigned as a party to this Agreement, and that the agency represented by the undersigned is a party to this Agreement, and that the agency represented by the undersigned is authorized to participate in and carry out the functions required by this Agreement.

17.0 RESOLUTION TO ACCOMPANY AGREEMENT

Any resolution adopted by the governance of either party shall become a part of this Agreement and shall be added as an exhibit to this Agreement.

CITY OF HUNTSVILLE, ALABAMA
A municipal corporation

By: _____
Tommy Battle
Its: Mayor

ATTEST:

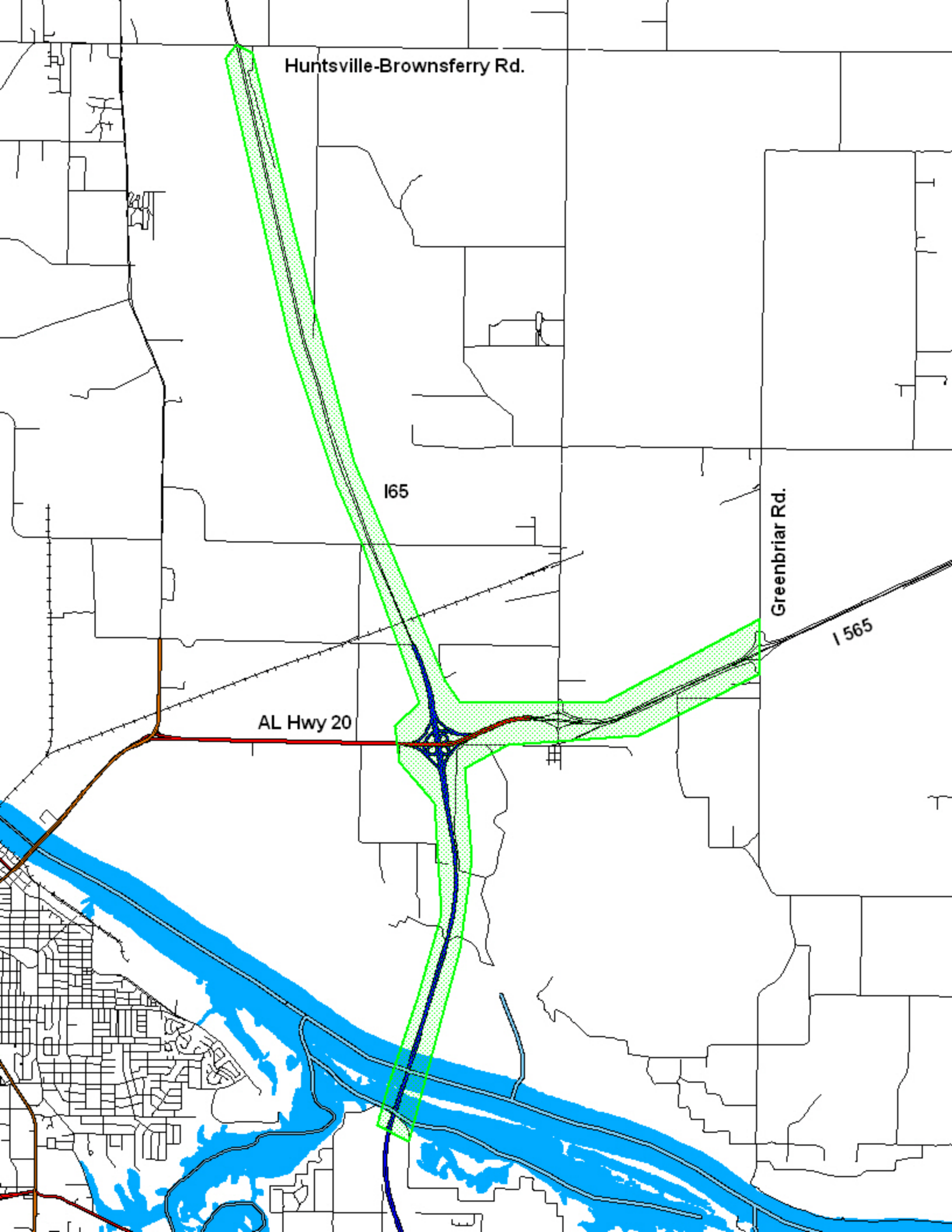
Charles E. Hagood
City Clerk Treasurer

CITY OF DECATUR, ALABAMA
A municipal corporation

By: _____
Don Kyle
Its: Mayor

ATTEST:

Stacey Gilley
City Clerk



Huntsville-Brownsferry Rd.

I65

AL Hwy 20

Greenbriar Rd.

I565