

MUTUAL AID AGREEMENT
(N60508-20160909-001)
BETWEEN
COMMANDING OFFICER, NAVAL AIR STATION,
WHITING FIELD, MILTON, FLORIDA 32507-6155
AND
BALDWIN COUNTY, ALABAMA

FOR THE PROVISION of EMERGENCY MANGEMENT ASSISTANCE

THIS MUTUAL AID AGREEMENT (hereinafter, the "Agreement") is made and entered into this 6th day of September, 2016 by and between Commanding Officer, Naval Air Station Whiting Field and Baldwin County , Alabama for Emergency Management Assistance.

WITNESSETH:

WHEREAS, the Parties hereto agree to the use of pre-determined locations at Navy Outlying Landing Fields (NOLFs) Barin and Silverhill to help augment the staging and mobilization of men and equipment to facilitate recovery efforts following a catastrophic event impacting the Gulf Coast region, and

WHEREAS, the lands or districts comprising the respective jurisdictions of the Parties are adjacent or contiguous to one another such that the rendering of mutual assistance between the Parties in response to a catastrophic event, such as a Category 4 or 5 hurricane is feasible, and

WHEREAS, it is the policy of the Department of the Navy and the Commanding Officer, Naval Air Station Whiting Field to enter into Mutual Aid Agreements (MAA) with Counties and Cities in the vicinity of a Naval installation, whenever practicable, and

WHEREAS, the Parties have mutually concluded that it is desirable, practicable, and beneficial for the Parties to enter into this Agreement to memorialize their willingness and ability to render assistance to one another, in order to enhance the safety and security of the civilian community and Naval Air Station Whiting Field outlying installations and facilities.

NOW, THEREFORE, BE IT AGREED THAT:

1. Pursuant to 42 U.S.C. §1856a, DODI 6055.06, and OPNAVINST 11320.23F, the Parties enter into a MAA to allow the use of pre-determined locations at NOLFS Barin and Silverhill for the purposes of establishing a staging area for mobilization and recovery efforts during a catastrophic event to the Gulf Coast area.
2. The Baldwin County Commission Chairman or its designated director of the Baldwin County Emergency Management Agency may request the use of NOLFs Barin and Silverhill under the terms of this Agreement, whenever he/she deems it necessary to make such a request.

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3. The request shall be accomplished in accordance with detailed operational plans and procedures, which shall be developed and endorsed by each of the Parties. The technical heads of each Party shall work together to implement such plans and procedures in a manner compatible with the operational authorities of each. Baldwin County is authorized access in accordance with this agreement and is responsible for the security and protection of all personnel and equipment.

4. The request for use of NOLFs Barin and Silverhill under the terms of this Agreement shall not be mandatory.

a. Upon a request for assistance, the Commanding Officer, Naval Air Station Whiting Field will endeavor to immediately inform the requesting Party as to whether the requested assistance cannot be provided and, if the request (granting of staging area efforts on NOLFs Barin and Silverhill) can be provided, the requesting Party will be given written/verbal confirmation to the request.

b. The requesting Party shall not hold the other Party liable or at fault, in the unlikely disapproval of a request for assistance, it being understood of the Parties that each is primarily and ultimately responsible for their facilities, actions and operational plans within their own jurisdictions.

5. The Parties to this Agreement are invited and encouraged to frequently meet, as feasible, to promote communication with respect to operational plans and procedures.

6. Each Party hereby agrees that the general intent under this Agreement is not to seek reimbursement from the Party requesting such assistance. Exceptions to this understanding would apply in the event of loss or damage to equipment, facilities or property at NOLFs Barin and Silverhill that are directly related to support provided under this MAA, or other significant costs incurred that exceed originally available funding as demonstrated by documentary proof of un-programed/unbudgeted/un-forecasted outlays and expenditures that were directly related to support provided under this MAA.

a. Under the authority of 42 U.S.C. § 1856a, NAS Whiting Field may seek reimbursement for the costs incurred by it in providing services to the other Party in response to a request for assistance.

7. As required by Federal law as a condition precedent to entering into this Agreement, the Parties hereby waive all claims against the other Party for compensation of any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.

Execution of this Agreement:

This Agreement shall become effective upon the date annotated above, and shall remain in full force and effect for a period of one year, or upon the provision of at least sixty (60) days advance written notice from the Party desiring to terminate this Agreement to the other Party..

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement on the respective dates under each signature. Baldwin County, Alabama, through its County

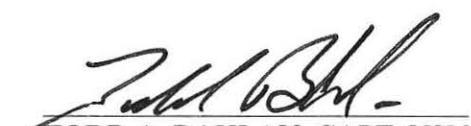
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Commission, signing by and through its Chairman, authorized to execute same by Commission action on the 6th day of September, 2016, and the Department of Navy signing by and through the Commanding Officer, Naval Air Station Whiting Field duly authorized to execute same on the 6th day of September, 2016.

COUNTY:
Baldwin County, Alabama,
a political Subdivision of the
State of Alabama, acting by and
through its duly Authorized
Board of County Commissioners

NAVY:
Department of the Navy
Naval Air Station Whiting Field


TUCKER DORSEY, CHAIRMAN
Baldwin County Commission
312 Courthouse Square
Bay Minette, Alabama 36567


TODD A. BAHLAU, CAPT, USN
Commanding Officer
Naval Air Station Whiting Field

Date: 9/13/2016

Date: 12 SEP 2016


REGGIE L. CHITWOOD, DIRECTOR
Baldwin County Emergency Management
23100 McAuliffe Drive
Robertsdale, AL 36567

Date: 9/12/16



ATTEST:

Administrator / Budget Director

By: 