

## SOUTH ALABAMA MUTUAL ASSISTANCE AGREEMENT

### I. PURPOSE

To provide an understanding between and among the counties, towns and cities (“Political Entity”) 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 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 party 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 party 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 party 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 party 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 party Political Entity agrees to furnish a copy of this Agreement to its workers' compensation insurance carrier.

**Article 9.** Any party Political Entity rendering aid in another Political Entity pursuant to this Agreement shall be reimbursed by the party 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 party Political Entity until the governing body of a Political Entity takes appropriate action to withdraw therefrom. Such action shall not be effective until notice thereof has been sent by the Chief Executive of the party 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 19<sup>th</sup> day of August, 2008.

For Baldwin County Commission  
(Name of Political Entity)  
By: [Signature]  
(Chief Executive)  
[Signature]  
(Emergency Management Director)

Attest:  
[Signature]  
(Clerk or Other)

South Alabama Mutual Aid Compact  
Appendix A

Autauga County  
Larry Davis, Director

Baldwin County  
Leigh Anne Ryals, Director

Barbour County  
Webster Hugh Boyd, Director

Butler County  
Bob Lumen, Director

Choctaw County  
Jimmy Cowan, Director

Clarke County  
Roy Waite, Director

Coffee County  
John Tallas, Director

Conecuh County  
Heather Walton, Director

Covington County  
Kristi Starnes, Director

Crenshaw County  
Jessica Tomlin, Director

Dallas County  
Pam Cook, Director

Geneva County  
Margaret Mixon, Director

Henry County  
Paul Brown, Director

Houston County  
Clarke Matthews, Director

Lee County  
Deedie Matthews, Director

Marengo County  
Kevin McKinney, Director

Mobile County  
Walt Dickerson, Director

Monroe County  
Billy Mims, Director

Montgomery County  
Steve Jones, Director

Perry County  
DeAndrea Kimbrough, Director

Pike County  
Larry Davis, Director

May 29, 2008

Sumter County  
Margaret Bishop, Director  
Washington County  
Stewart Jackson, Director  
Wilcox County  
Joyce Williams, Director

May 29, 2008

South Alabama Mutual Aid Compact  
Appendix B

**COUNTY COMMISSION**

Clarke County Commission  
Patricia DuBose, Chairman  
Coffee County Commission  
Tom Grimsley, Chairman  
Conecuh County Commission  
Leonard Millender  
Geneva County Commission  
Fred Hamic, Chairman  
Lee County Commission  
Bill English, Chairman  
Russell County  
Gordon Cox, Chairman

**CITY**

City of Elba (Coffee County)  
James E. Grimes, Mayor  
City of Enterprise (Coffee County)  
Kenneth Boswell, Mayor  
City of Evergreen (Conecuh County)  
Larry Fluker, Mayor  
City of Jackson (Clarke County)  
Richard Long, Mayor  
City of Opelika (Lee County)  
Gary Fuller, Mayor  
City of Smiths Station (Lee County)  
LaFaye Dellinger, Mayor  
City of Thomasville (Clarke County)  
Sheldon Day, Mayor

**TOWN**

Town of Castleberry (Conecuh County)  
J. B. Jackson, Mayor  
Town of Coffeetown (Clarke County)  
Faye Cotten, Mayor  
Town of Fulton (Clarke County)  
Mike Norris, Mayor  
Town of New Brockton (Coffee County)  
Charles B. Cole, Mayor  
Town of Orrville (Dallas County)  
Gene McHugh, Mayor

Town of Kinston (Coffee County)  
William H. Mullins, Jr., Mayor  
Town of Valley Grande (Dallas County)  
Tom Lee, Mayor

July 7, 2008