

**MUTUAL AID AGREEMENT**  
**(N6058-20170905-002)**  
**BETWEEN**  
**COMMANDING OFFICER, NAVAL AIR STATION,**  
**WHITING FIELD, MILTON, FLORIDA 32507-6155**  
**AND**  
**BALDWIN COUNTY, ALABAMA**

**FOR THE PROVISION of EMERGENCY MANGEMENT ASSISTANCE**

**References:**

- a) 42 U.S.C. § 5121, et. seq., also known as The Stafford Act
- b) DOD Directive 3025.18, Change 1 of 21 September 2012, Defense Support of Civil Authorities (DSCA)
- c) OPNAV Instruction 3440.16 (Series) of 18 May 2016, Navy Defense Support of Civil Authorities Program
- d) CNIC Instruction 3400.17 through Change 3 of 8 April 2012, Navy Installation Emergency Management (EM) Program Manual

**Purpose:** This agreement establishes policy, responsibilities and procedures between Naval Air Station (NAS) Whiting Field and Baldwin County, Alabama (hereinafter collectively referred to as "The Parties") to prepare, respond and recover from a natural or man-made catastrophic event, such as a Category 4 or 5 hurricane. The duration of this agreement shall be for a period of three years beginning September 6, 2017. This agreement supports and will be executed in accordance with the National Response Framework, the National Incident Management System and all federal, Department of Defense (DOD), United States Navy, State and local guidelines.

**Background:** Coordinated mutual support and assistance provided by Baldwin County and NAS Whiting Field will undoubtedly be needed during emergencies of all scales and types. The Secretary of Defense authorizes Defense Support of Civil Authorities (DSCA) for domestic incidents as directed by the President or when consistent with military readiness operations and appropriate under the circumstances and the law. This agreement provides a mechanism through which Baldwin County may request assistance from NAS Whiting Field, under imminently serious conditions, in order to respond and recover from a natural or man-made catastrophic event, such as a Category 4 or 5 hurricanes. For these reasons, Baldwin County and NAS Whiting Field have entered into this agreement to establish a framework for providing mutual aid and support during natural or man-made catastrophic events that require immediate reaction to save lives, prevent human suffering, or mitigate great property damage under imminently serious conditions.

**Assumptions:** Any major area-wide emergency/disaster may affect some or all parties to this agreement. The level of assistance provided will be determined by resources available and the extent to which any party to this agreement is impacted by the emergency/disaster. Levels of assistance shall comply with all applicable laws and directives. Specific assumptions in this agreement include:

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- This agreement will at all times be executed in accordance with the applicable statute and regulations surrounding Defense Support to Civil Authorities (DSCA), as detailed in references (a) through (d) which is not a comprehensive list of potentially applicable authorities.
- NAS Whiting Field will not provide assistance to Baldwin County if it could adversely affect national security or military preparedness.
- Nothing in this agreement impairs or otherwise affects the authority of the Secretary of Defense over DOD.
- 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. It is understood between the Parties to this agreement that each is primarily and ultimately responsible for their facilities, actions and operational plans within their own jurisdictions.
- A request for support pursuant to this agreement should normally be in writing unless imminently serious conditions dictate the need for a verbal request. Verbal requests should be followed up, when conditions permit, with a written request. Depending on the circumstances, a response to any request may initially be written or verbal. All verbal responses will be followed up with written correspondence.
- NAS Whiting Field is not required to authorize the use of Navy Outlying Landing Field (NOLF) Silverhill upon a request pursuant to this agreement. Upon receipt of any request for assistance, the Commanding Officer, NAS Whiting Field will endeavor to immediately inform Baldwin County as to whether the requested assistance can be provided.
- Baldwin County shall not hold NAS Whiting Field, Department of the Navy or DOD liable or at fault should a request for assistance pursuant to this agreement be denied.

**Roles and Responsibilities:**

**I. Baldwin County.**

a. Be responsible for the development and update of detailed County operational plans and procedures for response and recovery in the event of natural or man-made catastrophic event. Such plans shall be reviewed by the Parties' technical subject matter experts to ensure the plans are compatible with the operational authorities of the Parties.

b. The Baldwin County Chairman or the Director of the Baldwin County Emergency Management Agency may request the use of NOLF Silverhill under the terms of this Agreement, whenever he/she deems it necessary to make such a request.

c. A request for support pursuant to this agreement shall be in accordance with detailed operational plans and procedures, discussed in paragraph 1(a) above, developed and commented upon by the Parties' technical subject matter experts.



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**2. NAS Whiting Field.**

a. Process all requests pursuant to this agreement in accordance with approval authorities detailed in references (b) and (c).

b. The Commanding Officer, NAS Whiting Field has the authority to provide assistance pursuant to this agreement for all requests of an immediate nature to save lives, prevent human suffering, or mitigate great property damage under imminently serious conditions but may not exceed authority permitted under DSCA laws and regulations.

c. Timely consider and coordinate with higher headquarters any requests pursuant to this agreement that are not of an immediate nature under imminently serious conditions or as otherwise required by rule, law or regulation. See references (a) through (c).

**Accounting and Reimbursement.**

- Support requested and provided pursuant to this agreement should be on a cost-reimbursable basis, where appropriate or legally required.
- Support will not be delayed or denied based on the inability or unwillingness of Baldwin County to commit to reimbursement.

**Indemnity and Liability:** 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. This provision does not waive any rights to reimbursement the Parties may otherwise have pursuant to this agreement.

**Review or Revision of Agreement:**

- NAS Whiting Field and Baldwin County officials will meet periodically, but no less than once a year, to review the terms and conditions of this agreement.
- Any revisions to this agreement shall be submitted via written notice to the Parties' technical subject matter experts for review/recommendation.
- Final approval of any revisions to this agreement lies with the named signatories.

**Cancellation and Termination:**

- This agreement cancels and supersedes the NAS Whiting Field and Baldwin County, AL Mutual Aid Agreement (N6058-20160909-001) dated September 6, 2016.
- This agreement may be canceled by either Party upon the provision of thirty (30) days advance written notice from the Party desiring to terminate the agreement.


**Effective Date:** This Agreement shall become effective upon the date annotated above, and shall remain in full force and effect for a period of three years, unless revised or terminated pursuant to the terms and conditions in the preceding paragraphs. This agreement must be reviewed yearly to verify its necessity and validity.

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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

  
CHRIS ELLIOTT, CHAIRMAN  
Baldwin County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507

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

Date: 9/5/2017

Date: 05 SEP 2017

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

Date: 9/5/2017

ATTEST:  
County Administrator

By: 

