



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. FRANK BURT, JR.
2. CHRIS ELLIOTT
3. J. TUCKER DORSEY
4. CHARLES F. GRUBER

June 6, 2017

The Honorable Billy Middleton
Mayor
Town of Loxley
Post Office Box 9
Loxley, Alabama 36551

RE: South Alabama Mutual Assistance Agreements - South Alabama Mutual Aid Compact

Dear Mayor Middleton:

The Baldwin County Commission, during its regularly scheduled meeting held on June 6, 2017, approved and authorized me, as Chairman, to sign the *South Alabama Mutual Aid Agreement* between the Baldwin County Commission and the following entity to establish an agreement of mutual support and assistance during a disaster or other emergency:

Town of Loxley

The *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 the Secretary of the South Alabama Mutual Assistance Compact.

Please find enclosed a **fully executed copy** of the *Agreement* for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4606 or Reggie Chitwood, Emergency Management Agency Director, at (251) 972-6801.

Sincerely,

T. CHRISTOPHER ELLIOTT, Chairman
Baldwin County Commission

TCE/met Item BF1

cc: Reggie Chitwood
Jessie Peacock

ENCLOSURE

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 Loxley, 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 8th day of May, 2017.

For: Town of Loxley, AL
(Name of Political Entity)

By: [Signature]
(Chief Executive)

[Signature]
(Emergency Management Director)

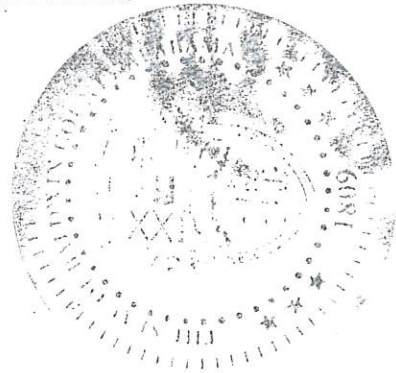
Attest:
Melissa Lawrence
(Clerk or Other)

For: BALDWIN COUNTY COMMISSION

By: [Signature]
T. CHRISTOPHER ELLIOTT
Its: Chairman

Attest:
[Signature]
RONALD J. CINK, County Administrator/Budget Director

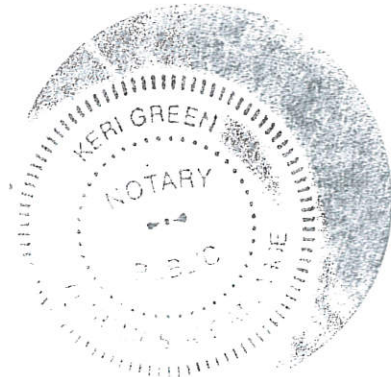
State of Alabama)
County of Baldwin)



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 14th day of June, 2017.

[Signature]
Notary Public, Baldwin County, Alabama
My Commission Expires: 11-23-19



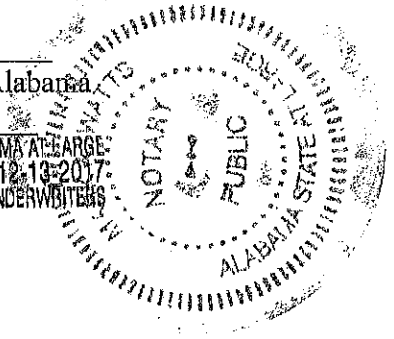
State of Alabama)
County of Baldwin

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, Billy Middleton whose name as Mayor of the City of Loxley, and Melissa Lawrence, whose name as Town Clerk of the City of Loxley, 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 Loxley.

Given under my hand and official seal, this the 24th day of May, 2017.

Mark A. Watts
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: 12-13-2017
BONDED THRU NOTARY PUBLIC UNDERWRITERS



South Alabama Mutual Aid Compact
Appendix A

Autauga County	Ernie Baggett, Director
Baldwin County	Reggie Chitwood, Director
Barbour County	David Logan, Director
Butler County	Shirley Sandy, Director
Choctaw County	Tyler Davidson, Director
Clarke County	Roy Waite, Director
Coffee County	Larry Walker, Director
Conecuh County	Johnny Brock, Director
Covington County	Susan Carpenter, Director
Crenshaw County	Elliott Jones, Director
Dallas County	Toya Stiles, Director
Dale County	Kurt McDaniel, Director
Elmore County	Eric Jones, Director
Escambia County	David Adams, Director
Geneva County	Misty Wise, Director
Henry County	Ronnie Dollar, Director
Houston County	Chris Judah, Director
Lee County	Kathy Carson, Director
Macon County	Judy E. Kinebrew, Director
Marengo County	Kevin McKinney, Director
Mobile County	Ronnie Adair, Director
Monroe County	Paul Lindsey, Director
Montgomery County	Calvin Brown, Director
Perry County	DeAndrea Kimbrough, Director
Pike County	Jeanna Barnes, Director
Randolph County	Donnie Knight, Director
Russell County	Bob Franklin, Director
Tallapoosa County	Jason Moran, Director
Sumter County	Margaret Bishop Gulley, Director
Walker County	Regina Meyers
Washington County	VACANT
Wilcox County	Joyce Williams, Director

South Alabama Mutual Aid Compact
Appendix B
REVISED: March 2017

COUNTY COMMISSION

Autauga County Commission
Jay Thompson, Chairman
Baldwin County Commission
Chris Elliott, Chairman
Barbour County Commission
Earl Gilmore, Chairman
Butler County Commission
Frank Hickman, Chairman
Clarke County Commission
Patricia DuBose, Chairman
Coffee County Commission
Dean Smith, Chairman
Conecuh County Commission
Leonard Millender, Chairman
Covington County Commission
Greg White, Chairman
Dallas County Commission
Kimbrough Ballard, Chairman
Elmore County Commission
Troy Stubbs, Chairman
Geneva County Commission
Fred Hamic, Chairman
Lee County Commission
Bill English, Chairman
Marengo County Commission
Calvin Martin, Chairman
Russell County Commission
Gordon Cox, Chairman
Sumter County Commission
Marcus Campbell, Chairman

CITY

City of Andalusia (Covington County)
Earl Johnson, Mayor
City of Auburn (Lee County)
Bill Ham, Mayor
City of Cléo (Barbour County)
Michell Knight, Mayor
City of Elba (Coffee County)
Mickey Murdock, Mayor

City of Enterprise (Coffee County)
Kenneth Boswell, Mayor

City of Evergreen (Conecuh County)
Pete Wolff, Mayor

City of Eufaula (Barbour County)
Jack Tibbs, Mayor

City of Florala (Covington County)
Terry Holley, Mayor

City of Geneva (Geneva County)
Karen Simmons, Mayor

City of Georgiana (Butler County)
Mike Middleton, Mayor

City of Greenville (Butler County)
Dexter McLendon, Mayor

City of Hartford (Geneva County)
Erie Sorells, Mayor

City of Jackson (Clarke County)
Richard Long, Mayor

City of Kinston (Coffee County)
William Mullins, Mayor

City of Livingston (Sumter County)
Thomas M. Tartt, III, Mayor

City of Millbrook (Elmore County)
Al Kelley, Mayor

City of New Brockton (Coffee County)
Kathy Holley, Mayor

City of Opelika (Lee County)
Gary Fuller, Mayor

City of Opp (Covington County)
Becky Bracke, Mayor

City of Prattville (Autauga County)
Bill Gillespie, Jr., Mayor

City of Samson (Geneva County)
Clay King, Mayor

City of Selma (Dallas County)
James Perkins, Jr.

City of Slocomb (Geneva County)
Vickie Moore, Mayor

City of Smiths Station (Lee County)
LaFaye Dellinger, Mayor

City of Tallassee (Elmore County)
Johnny Hammock, Mayor

City of Thomasville (Clarke County)
Sheldon Day, Mayor

City of Wetumpka (Elmore County)
Jerry Willis, Mayor

City of York (Sumter County)
Gena D. Robbins, Mayor

TOWN

Town of Autaugaville (Autauga County)
Curtis Stoudemire, Mayor

Town of Bakerhill (Barbour)
Aaron Gibbs, Mayor

Town of Billingsley (Autauga County)
Gregg Davis, Mayor

Town of Blue Springs (Barbour County)
Allen Knight, Mayor

Town of Castleberry (Conecuh County)
Buddy Kirksey, Mayor

Town of Clayton (Barbour County)
Rebecca Beasley, Mayor

Town of Coffeetown (Clarke County)
Robert Cox, Mayor

Town of Coosada (Elmore County)
Connie Hand, Mayor

Town of Cuba (Sumter County)
Carl Storey, Mayor

Town of Deatsville (Elmore County)
Clayton Edgar, Mayor

Town of Eclectic (Elmore County)
Gary Davenport, Mayor

Town of Elmore (Elmore County)
Margaret White, Mayor

Town of Emelle (Sumter County)
Roy Willingham, Sr., Mayor

Town of Epes (Sumter County)
Walter C. Porter, Mayor

Town of Fulton (Clarke County)
Mike Norris, Mayor

Town of Gainesville (Sumter County)
Carrie Fulgham, Mayor

Town of Gantt (Covington County)
Melissa Grissett, Mayor

Town of Geiger (Sumter County)
Michael Cunningham, Mayor

Town of Georgiana (Butler County)
Jerome Antone, Mayor

Town of Kinston (Coffee County)
Heflin Smith, Mayor

Town of Lockhart (Covington County)
Eugene Burge, Mayor

Town of Louisville (Barbour County)
James Grant, Mayor

Town of Malvern (Geneva County)
Jesse Scott, Mayor

Town of McKenzie (Butler County)
Lester Odom, Mayor

Town of New Brockton (Coffee County)
Lenwood Herron, Mayor

Town of Orrville (Dallas County)
Gene McHugh, Mayor

Town of Red Level (Covington County)
Willie Hendrix, Mayor

Town of Repton (Conecuh County)
Terri Carter, Mayor

Town of River Falls (Covington County)
Patricia Gunter, Mayor

Town of Valley Grande (Dallas County)
Tom Lee, Mayor