

AMAS

“Alabama Mutual Aid System”

AGREEMENT

June 2020 Version

ENDORSED BY:

**Association of County Commissioners of Alabama
Alabama League of Municipalities**

Contact:

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Revised June 2020

WHEREAS, to provide the most effective mutual aid possible, each participating political subdivision, intends to foster communications between the personnel of other political subdivisions by visits, compilation of asset inventories, exchange of information and development of plans and procedures to implement this Agreement;

WHEREAS, to provide the most effective mutual aid possible, all activities performed under this agreement are hereby recognized to be governmental functions, and thus enjoy immunity from liability for torts as provided by law, enumerated in subsection (a) of Section 31-9-16 Code of Alabama (1975) as amended. All persons responding under the operational control of the State EMA are recognized to be emergency management workers on the behalf of the State, for purposes of liability. Neither the State or the participating political subdivisions nor their employees, except in cases of willful misconduct, gross negligence or bad faith shall be liable for the death of or injury to persons or for damage to property when complying or attempting to comply with the statewide mutual aid system, enumerated in Subsection (b) of Section 31-9-16 Code of Alabama (1975) as amended.

NOW, THEREFORE, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

A. "AGREEMENT" - The Alabama Mutual Aid System Agreement for Emergency Response/Recovery. Political subdivisions of the State of Alabama may become a party to this Agreement by executing a copy of this Agreement and providing a copy with original signatures and authorizing resolution(s) to the State EMA. Copies of the agreement with original signatures and copies of authorizing resolutions shall be filed and maintained at the State EMA in Clanton, Alabama. For the purposes of this Agreement, a Volunteer Fire Department/Association and/or a Mutual Aid team composed of volunteer members, as defined below, are not considered a political subdivision. Such Volunteer Associations are deemed "sub-contractors" to the political subdivisions that have secured such volunteer services for the purposes of fulfilling that political subdivisions obligations agreed to in this instrument.

B. "EMERGENCY MANAGEMENT WORKER" (RESPONDER) - An emergency management worker is defined as anyone possessing special skills, qualifications, training, knowledge and experience in the public or private sectors that would be beneficial to a participating political subdivision in response to a locally declared emergency as defined in any applicable law or ordinance or authorized drill or exercises; and who is requested and/or authorized to respond. Under this definition, an emergency management worker may or may not be required to possess a license, certificate, permit or other official recognition for their expertise in a particular field or area of knowledge. An emergency management worker could include, but is in no way limited to, the following regardless of compensation: law enforcement officers, fire fighters, emergency medical services personnel, physicians, nurses, other public health personnel, emergency management personnel, public works personnel, local emergency debris removal teams, those persons with specialized equipment operations skills or training or any other skills needed to provide aid in a declared emergency.

C. "VOLUNTEER MEMBER" - An emergency management worker, which is not personally compensated for their local emergency response duties and/or labor performed within the jurisdiction of their residence or employment. As a condition of their appointment as a recognized task force team member, Volunteer

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N. "WORK OR WORK-RELATED PERIOD" - Any period of time in which either the personnel or equipment of the assisting political subdivision are being used by the requesting political subdivision to provide assistance and for which the requesting political subdivision will reimburse the assisting political subdivision. Specifically included within such period of time are rest breaks when the personnel of the Assisting political subdivision will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and dinner breaks.

SECTION 2. RESPONSIBILITIES

It shall be the responsibility of each participating political subdivision with jurisdiction over and responsibility for the local emergency management agency within that certain subdivision to do the following:

- a. Identify potential hazards that could affect the participant using an identification system common to all participating jurisdictions.
- b. Conduct joint planning, intelligence sharing and threat assessment development with contiguous participating political subdivisions and conduct joint training at least biennially.
- c. Identify and inventory the current services, equipment, supplies, personnel and other resources related to planning, prevention, mitigation, and response and recovery activities of the participating political subdivision.
- d. Adopt and put into practice the standardized incident management system approved by the State EMA.

SECTION 3. PROCEDURES

Requests for assistance under this Agreement shall be limited to emergency public safety events that exceed the resources of the local jurisdiction, thus creating the need for outside assistance. Should a political subdivision exceed available resources within their jurisdiction and/or those resources provided by other political subdivisions or private entities through pre-existing local or regional mutual aid agreements or compacts; then such participating political subdivisions may request mutual aid assistance from the State EMA.

When a participating political subdivision either becomes affected by, or is under imminent threat of, an emergency or disaster, it may invoke emergency related mutual aid assistance by an official request communicated in writing to the State EMA. The official request shall be made by resolution by the appropriate governing body of the participating political subdivision or by an authorized representative(s). The request shall be submitted to the State EMA by the local emergency management director. Such procedures are essential to the continuity and efficiency of operation and compliance is critical. Request for mutual aid assistance under this agreement may be communicated to the State EMA orally, provided such request is reduced to writing, properly executed and transmitted to the State EMA as soon as practical.

A. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

- When contacted by the State EMA, the governing body of any participating political subdivision agree to assess their government's situation to determine available personnel, equipment and other resources

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maintenance expenses incurred or the rental rate bluebook for construction equipment if approval by the State EMA or FEMA. The assisting political subdivision shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. In the event replacement of equipment becomes necessary, State EMA shall not reimburse any replacement cost(s) incurred above the current fair market value of the equipment at issue. At the request of the assisting political subdivision, fuels, miscellaneous supplies, and minor repairs may be provided by the State EMA, if practical. The total equipment charges to the State EMA shall be reduced by the total value of the fuels, supplies, and repairs furnished by the State EMA and by the amount of any insurance proceeds received by the assisting political subdivision.

C. **MATERIALS AND SUPPLIES** - Unless otherwise agreed to as provided herein, the assisting political subdivision shall be reimbursed for all materials and supplies used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in 3.B. above, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the assisting political subdivision's personnel. The assisting political subdivision'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 State EMA will replace, with like kind and quality as determined by the assisting political subdivision, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the State EMA.

D. **RECORD KEEPING** - The assisting political subdivision shall maintain records and submit invoices for reimbursement direct to the State EMA using a format commonly used by the State of Alabama or required by FEMA publications, including 2 CFR Part 200 and applicable Office of Management and Budget Circulars. State EMA finance personnel shall provide information, directions, and assistance for record keeping to assisting political subdivision personnel.

E. **PAYMENT** - The assisting political subdivision shall bill the State EMA for all reimbursable expenses with an itemized invoice as soon as practicable after the expenses are incurred, but not later than forty (40) calendar days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 CFR Part 206. The State EMA shall pay the bill, or advise of any disputed items, not later than forty (40) calendar days following the billing date. Should State EMA fail to reimburse an assisting political subdivision within forty (40) days following the date the political subdivision applies for such reimbursement, such political subdivision shall no longer be required to fulfill the requirements of this agreement until such reimbursement is made by the State EMA. These time frames may be modified by mutual agreement.

F. **PAYMENT BY OR THROUGH THE ALABAMA EMERGENCY MANAGEMENT AGENCY** - The State EMA may reimburse the assisting political subdivision for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the State EMA. The assisting political subdivision shall be responsible for making written request to the State EMA for reimbursement of travel and subsistence expenses. The assisting political subdivision's written request should be submitted as soon as possible, not to exceed forty (40) days after expiration of the period of assistance. The State

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SECTION 8. TERM

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically be renewed in successive one (1) year terms unless terminated in writing by the participating political subdivision. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon the Director, State EMA, which shall provide copies to all other participating parties. Written notification shall be submitted no later than sixty (60) days prior the requested date of termination.

SECTION 9. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the participating political subdivision and upon proper execution hereof.

SECTION 10. ROLE OF ALABAMA EMERGENCY MANAGEMENT AGENCY

The responsibilities of the State EMA under this Agreement are to: (1) request mutual aid on behalf of a participating political subdivision, under the circumstances identified in this Agreement; (2) coordinate the provision of mutual aid to a requesting political subdivision, pursuant to the provisions of this Agreement; (3) serve as the eligible entity for requesting reimbursement of eligible costs from the Alabama Department of Finance upon a proclaimed State of Emergency, or from the U.S. Department of Homeland Security, FEMA, and/or all other supporting federal agencies upon a presidential disaster declaration; (4) serve as central depository for executed Agreements; and (5) maintain a current listing of participating political subdivisions with their authorized representative and contact information, and to provide a copy of the listing to each of the participating political subdivisions on an annual basis during the second quarter of the calendar year.

SECTION 11. SEVERABILITY; EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and affect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this agreement have entered into other mutual aid agreements, or inter-local agreements, pursuant to Section 31-9-9 et seq. Code of Alabama (1975) as amended, those parties agree that said agreements are superseded by this agreement only for emergency management assistance and activities performed in catastrophic emergencies pursuant to this agreement. In the event that two or more parties to this agreement have not entered into another mutual aid agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this agreement shall apply unless otherwise agreed between those parties.

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Amendment in Writing - This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all the parties.

Binding Effect - This agreement shall bind the parties and successors.

Construction - This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the political subdivision that provided or drafted it.

Mandatory and Permissive - "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Laws - The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

Prohibition on Assignment and Delegation - No political subdivision to this Agreement may assign its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any political subdivision from its obligations and duties hereunder and such assigning or delegating political subdivision shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver - Non-enforcement of any provision of this agreement by either political subdivision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

IN WITNESS, WHEREOF, the parties set forth below have duly executed this Agreement on the date set forth below:

ATTEST:

LOCAL GOVERNMENT AGENCY

By: Billie J. Underwood

Date: 8/14/2020

Its: Chairman
Mayor/County Commissioner

By: Ray Z. [Signature]

Date: 6/20/20

Its: Baldwin Co. Sheriff
County Sheriff

By: [Signature]

Date: 6/20/20

Its: Baldwin Co. EMA Director
EMA County Director

ACKNOWLEDGED AND AGREED BY THE ALABAMA EMERGENCY MANAGEMENT AGENCY

[Signature]

Brian E. Hastings, Director

Date: 14 AUG 2020