

St. Clair County

County Wide All Hazard Response Assistance Agreement

This agreement is made and entered into this _____ day of _____, 20____ by _____ and between the County, Cities, Towns, Volunteer Fire Departments and other local agencies with responsibilities in preparing for, responding to and recovering from both natural and man-made disasters, fires, or other incidents which pose a significant threat to the life, health and property of the citizens and visitors to St. Clair and surrounding county. This agreement recognizes that in the event of an incident occurrence of disastrous proportions in any of the respective communities that a systematic mobilization of equipment and personnel beyond their own capabilities may be required to assist in enhancing effective management of the impact on loss of life, severity of injuries and property damage.

WITNESSETH

WHEREAS, all parties recognize and agree that St. Clair County is a large and rapidly growing population center in a region susceptible to natural disasters, domestic terrorist attacks, and other natural and man-made natural disasters. Furthermore, it is recognized that it is in the mutual interest of said parties to enter into agreements whereby each of the parties hereto will support and assist each other in the event of such a disaster occurrence within their respective jurisdictions; and,

WHEREAS, it is the desire of the jurisdictions joining this agreement to continue and improve the response capabilities to disastrous incidents that threaten the loss of life or property within the geographic boundaries of their respective jurisdictions; and,

WHEREAS, Section 11-43-140 et seq. of the Code of Alabama (1975) as amended, authorizes cities and towns to operate and maintain a volunteer and paid fire department and may do all things necessary to secure efficient service: and

WHEREAS, the State Emergency Management Act of 1955, as codified in Section 31-9-01 et seq. Code of Alabama (1975) as amended, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, it is further the determination of the parties hereto that the decision to enter into this agreement constitutes a fundamental government policy of the parties hereto which is discretionary in nature and includes the determination of the proper use of the resources available to each of the parties hereto with respect to the providing of services and the utilization of existing resources each of the parties hereto, including the use of administrative, law enforcement, fire service and public works equipment and personnel.

NOW, THEREFORE, IT IS AGREED:

1. That the jurisdictions and agencies, joining in this agreement agree, for the purposes of disaster assistance response, that certain formal operating procedures shall be followed in terms of requesting, dispatching, and re-deployment of equipment and personnel operating and/or staging at the scene of an emergency incident.
2. Whenever a local jurisdiction or agency declares a local emergency and such disaster or emergency is too great to be dealt with unassisted, the authorized representative of the Requesting Party may request assistance from another Participating Party by contacting St. Clair County Central Dispatch or the St. Clair County Emergency Management Agency. The provisions of this agreement shall only apply to requests for assistance made by and to authorized representatives. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within 30 days of the verbal request.

Requests shall provide the following information:

- (1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue.
 - (2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed.
 - (3) The specific place and time for staging of the assisting party's response and a point of contact at that location.
3. The Assisting Party will: (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.
 4. It is understood and agreed that the designated Incident Commander, or Department Manager of a jurisdiction requesting assistance shall be the sole judge of how much assistance is needed, and that the designated Chief Officer and/or Department Head of the department receiving the request for assistance

shall have the responsibility of determining, pursuant to any jurisdictional policy, the level and amount of resources including equipment and personnel to be devoted in response to the requested assistance furnished to any given incident; and that neither party is any way liable to the other or to any other person, firm or corporation for the determination to supply or not to supply, or to limit the amount of assistance supplied upon such request following such determination.

5. From the time of arrival, until demobilization and the unit is released, the party providing the assistance shall be under the command and control of the party requesting assistance. The Incident Command system shall be utilized for all incidents in which assistance is requested or provided by this agreement.
6. It is further agreed that the scope of this agreement is for all hazards, including assistance in responding to all actual and potential hazards as outlined in the St. Clair County Emergency Operations Plan and its Annexes.
7. It is further understood that no party to this agreement by the execution of said agreement or by requesting or providing of assistance under this agreement has assumed any binding legal responsibility to provide the resources, equipment, facilities, or personnel of such responding jurisdiction outside its geographic area of jurisdiction, either in the instance of the initial request for assistance or any future request for assistance.
8. In proceeding to and returning from any request for assistance, the party providing assistance shall be considered to be an independent responder for all purposes and not under the direction and control of the party requesting assistance. Each party shall save and hold the other party harmless from any and all liability, losses and damages except and to the extent that the indemnified party is determined, absent this clause, to have the legal liability and responsibility for such liability, losses or damages. For the purposes of this paragraph, "losses and damages" shall include any and all cost of a defense including investigation, attorney's fees and other proper and reasonable expenses incurred in connection with the defense of any claim or lawsuit.
9. Each party shall be responsible for bearing all cost associated with any negligent act or omission taken by an employee/member of their own agency. Nothing herein is intended as a waiver of sovereign immunity to which any party may be entitled.
10. It is not intended by this agreement to create, and nothing contained in this agreement shall create, any partnership, joint venture, obligation or similar arrangement among the parties hereto.
11. No term or provision of this agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

12. The parties further understand that this agreement superseded any previous mutual-aid agreement between any of the parties hereto except automatic-aid agreements for the purpose of structural firefighting.
13. The parties agree that the only intent of this agreement is to provide emergency resources to each other in times of need when it is determined by the requesting agency that their resources have been or will become exhausted as the result of natural or man-made incidents.
14. The parties also agree that those jurisdictions that are desirous of dependency for service levels within their jurisdictions being supplemented by assistance to a level of adequacy, which for whatever reason, they cannot provide, and that this agreement is not to be such a covenant.
15. This agreement becomes effective upon the Chief Executive Officers signature of two or more county governing bodies, volunteer fire departments, or agencies. Agreement is to remain valid as to those municipalities, departments, and agencies which are signatories to this agreement until either all parties have withdrawn from this agreement or if this agreement is superseded.
16. Any party may terminate their participation in this agreement by providing at least ninety (90) days written notice to each of the remaining parties to this agreement.
17. This agreement may not be modified except through a written amendment approved by the respective governing bodies of those parties which are still signatories to this agreement.

IN WITNESS WHEREOF: The parties have caused this agreement to be executed by their Chief Executive Officers on the date and year written therein.

ADOPTED and APPROVED this the _____ day of _____, 20_____.

Signed: _____

Printed Name: _____

Title: _____

Agency: _____