

**INTER-JURISDICTIONAL MUTUAL AID AGREEMENT
FOR DEBRIS MANAGEMENT**

State of Alabama §
 §
County of Baldwin §

This Inter-Jurisdictional Mutual Aid Agreement (“Agreement”) is by and between **Baldwin County, Alabama, a political subdivision, by and through its governing body, the Baldwin County Commission (the “Commission” or the “County”), and The Solid Waste Disposal Authority of Baldwin County, Alabama, Inc. a public corporation formed pursuant to §§ 11-89A-1, et seq., Code of Alabama (1975) (the “Authority”)**, the entity responsible for the collection and disposal of solid waste for the residents of Baldwin County (individually, a “Party”, and collectively, the “Parties”). The Agreement is entered into as of the date last executed by the Parties.

WHEREAS, the Parties recognize that Baldwin County is particularly susceptible to impacts from natural and manmade disasters, including oil spills, coastal and tropical storms, hurricanes, wind storms, ice storms, flood events, and other debris-generating disasters;

WHEREAS, the Parties understand that any significant weather event will result in a substantial volume of debris throughout Baldwin County, including its streets, rights-of-way and public-use areas;

WHEREAS, the Parties recognize that such debris poses a threat to Baldwin County residents and limits the ability of emergency vehicles to access critical facilities and citizens in need of assistance;

WHEREAS, the Commission is legally responsible for the collection and removal of disaster-generated debris from unincorporated Baldwin County, public rights-of-way within Baldwin County, some private rights-of-way within unincorporated Baldwin County, and properties owned by Baldwin County pursuant to, inter alia, § 23-1-80, *Code of Alabama* (1975); *Jefferson County v. Sulzby*, 468 So.2d 112 (Ala. 1985); Alabama Constitution of 1901, BALDWIN COUNTY, § 5.01(b)(1) and (12); § 11-3-1, *Code of Alabama* (1975); § 11-3-10, *Code of Alabama* (1975); and § 45-2-140, *Code of Alabama* (1975);

WHEREAS, from time to time, Baldwin County solicits proposals for debris removal and debris monitoring contractors, awards pre-positioned contracts as a result of those solicitations, and activates those contractors in the event of a debris-generating disaster;

WHEREAS, the Parties agree that it is in Baldwin County’s best interest to expeditiously begin debris removal operations after an event to protect the public health and safety and public property;

WHEREAS, before the Authority became a public corporation organized pursuant to § 11-89A-1, *Code of Alabama* (1975), the Commission had a solid waste department that managed the procurement and administration of the Commission’s debris removal and debris monitoring

contracts and its effort to obtain reimbursement of eligible costs from the Federal Emergency Management Agency (“FEMA”), the Alabama Emergency Management Agency, or other federal or state awarding agencies;

WHEREAS, many former solid waste department employees are now employed by the Authority, placing the Authority in the best position to continue to administer the Commission’s debris removal and debris monitoring contracts and to continue to administer the Commission’s related grants in the aftermath of a natural or manmade disaster or other debris-generating event;

WHEREAS, the governing officials of the Parties wish to make suitable arrangements, in perpetuity, for the Authority to manage debris operations in the event of an emergency under this Agreement pursuant to, inter alia, Alabama Constitution of 1901, BALDWIN COUNTY, § 5.01; § 11-89A-8, *Code of Alabama* (1975), and § 11-89A-15, *Code of Alabama* (1975);

WHEREAS, the Parties recognize that a formal agreement for Mutual Aid will allow for the most efficient coordination of effort and ensure that critical emergency work is accomplished in the minimum time possible and with proper documentation of the work performed under this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement to provide Mutual Aid consistent with the mutual aid plans developed and approved by the Parties.

NOW, THEREFORE, the Parties agree as follows:

TERMS

1. PURPOSE

The Parties intend to enter into this Agreement under which the Authority will provide, upon request by the Commission, mutual aid services for the management of debris removal operations that are beyond the capability of the Commission. This Agreement outlines the terms under which the Authority will provide services to the Commission, including, but not limited to, administration of the Commission’s debris removal and debris monitoring contracts and administration of related grants in the aftermath of a natural or manmade disaster or other debris-generating event, e.g., under FEMA’s Public Assistance Program or other federal or state programs, as applicable. The Commission will remain legally responsible for debris removal and for the related contractual costs of debris removal and debris management. Under this Agreement, the Commission will reimburse the Authority for its actual, reasonable, documented costs to provide the management services provided herein.

2. RECITALS

The recitals set forth above are true and correct.

3. DEFINITIONS

For purposes of this Agreement, the terms listed below shall have the following meanings:

- a. Agreement: This Inter-Jurisdictional Mutual Aid Agreement.
- b. Emergency: A natural or manmade disaster, including but not limited hurricanes, tropical storms, coastal storms, oil spills, wind storms, ice storms, flood events, and any other occurrence that threatens the public health and safety of residents in Baldwin County, Alabama, as declared by state or local officials in accordance with authority established under Alabama law.
- c. FEMA: The Federal Emergency Management Agency.
- d. AEMA: The Alabama Emergency Management Agency.
- e. Mutual Aid: Management of debris removal operations conducted by third-party contractors and/or Baldwin County personnel throughout unincorporated Baldwin County, and efforts to obtain associated federal grant funding, in response to, or recovery from, a natural or man-made disaster.
- f. NIMS: The National Incident Management System.
- g. Point of Contact: The individual or individuals authorized by each Party to request or respond to a request for Mutual Aid on behalf of the Party. Where the Party is The Solid Waste Disposal Authority of Baldwin County, Alabama, Inc., the Chief Executive Officer, currently Terri Graham, or his or her designee is the Point of Contact. For the Baldwin County Commission, the Point of Contact shall be the County Engineer, currently Frank Lundy, or his or her designee. A Party's Chairman or Chief Executive Officer is always a Point of Contact, in addition to those designated as the Point of Contact pursuant to this Agreement.
- h. Reimbursable Expenses: Reimbursable Expenses include compensation for personnel consistent with Providing Party's rates and labor policy (such policy must be established pre-Emergency); materials costs; costs to operate and maintain equipment as provided by applicable local or Federal equipment rates; damage to equipment; and food, lodging, and transportation expenses as allowed by the Providing Party's pre-Emergency labor policy. Other categories of expenses may be included as Reimbursable Expenses as determined and approved in writing by the Requesting Party's Point of Contact.
- i. Reimbursing Agencies: When applicable, any Federal, State, or local agency or unit of government providing funds for the reimbursement of debris management expenses.
- j. Requesting Party: The Party requesting Mutual Aid under this Agreement. While this Agreement is for mutual aid, it is understood that the Baldwin County Commission is the Requesting Party under this Agreement.

- k. Providing Party: The Party providing Mutual Aid assistance under this Agreement. It is understood that The Solid Waste Disposal Authority of Baldwin County, Alabama, Inc. is considered the Providing Party under this Agreement.

4. **POINT OF CONTACT DESIGNATION**

Each Party shall provide the other Party with written protocol by which its designated Point of Contact may be contacted 24 hours a day, seven days a week. This protocol shall designate, by name or position, the person or persons authorized to request or respond to a request for Mutual Aid on behalf of a Party under this Agreement. Each Party must notify the other Party in writing of any change in its Point of Contact protocol as soon as practicable.

5. **ACTIVATION OF AGREEMENT**

This Agreement is activated when a request is made for Mutual Aid assistance in connection with an Emergency. The request shall be documented by the Commission and forwarded to the Authority.

6. **PROCEDURES FOR REQUESTS**

Subject to the conditions in this Section, a Point of Contact may request Mutual Aid assistance in connection with an Emergency as described above by: (1) submitting a written request for assistance to a Point of Contact of the Authority, or (2) orally communicating a request for Mutual Aid assistance to a Point of Contact of the Authority, which shall be thereafter memorialized in writing. A request under this Agreement may be made pursuant to the Mutual Aid Request Form attached hereto.

- a. The written request shall state that the request is made pursuant to this Agreement.
- b. Mutual Aid shall not be requested by the Commission unless it is directly related to the Emergency and resources available from the normal responding agencies to the stricken area are deemed to be inadequate or are predicted to be expended prior to the resolution of the Emergency.
- c. All requests for Mutual Aid shall be transmitted by a Point of Contact of the Commission to a Point of Contact of the Authority.
- d. Each request for assistance shall be accompanied by the following information, to the extent known:
 - i. A general description of the Emergency and the damage or injury sustained or threatened;
 - ii. Identification of the general emergency service function or functions for which assistance is needed (e.g., management of debris removal and monitoring efforts, including clearing of streets for emergency response

personnel, removal of hazardous limbs and trees, debris collection, pickup, and disposal, etc.);

7. THE PROVISION OF MUTUAL AID

Subject to the conditions of this Section, upon request of the Commission, the Authority shall furnish Mutual Aid in response to the event.

a. Parties' Responsibilities.

The Authority, upon written request pursuant to the requirements of this Agreement, shall provide contract administration and grant management services related to the removal of disaster-related debris from the areas of Baldwin County for which the Commission is legally responsible. Services provided by the Authority under this Mutual Aid Agreement include, but may not be limited to, working with the Commission to understand operational matters related to debris collection and processing, verifying that debris removal and monitoring contractors are performing duties consistent with applicable contract documents and Federal requirements for debris removal and monitoring (if applicable), coordination and management of backup documentation associated with debris removal and monitoring efforts and the costs and invoices related to same, and submission of this documentation to any appropriate Federal or State agency, as needed. The Authority will cooperate with the Commission's efforts to seek reimbursement of costs when available, e.g., from FEMA or AEMA.

The Authority's services may also include, upon request by the Commission, assistance with Emergency Protective Measures (or Category B of Public Assistance), assistance with Parks, recreation and other facilities (Category G), and Administrative cost (Category Z). If requested by the Commission, the Authority will assist the Commission in the evaluation and review of any Determination Memorandums, or other determinations as to reimbursement or grants, issued by FEMA or AEMA, and with the preparation, filing and prosecution of First Appeals, Second Appeals or any other administrative or judicial relief related to a denial of cost, work or project eligibility by AEMA or by FEMA or a denial of any request for reimbursement.

The Commission maintains ultimate responsibility to collect and remove debris from its jurisdiction after an Emergency. The Commission will notify its debris removal and debris monitoring contractors of the Mutual Aid Agreement and designate the Authority as its agent under those agreements.

b. Assessment of Availability of Resources and Ability to Render Assistance.

When contacted by the Commission, the Authority will assess local resources to determine availability of personnel, equipment, and other assistance to respond to the request. The Authority is not required to provide Mutual Aid assistance unless it determines that it has sufficient resources to provide

assistance, based on current or anticipated events in its jurisdiction. The Authority is expected to ensure that sufficient resources are available to render assistance in the event of a request for aid by the Commission.

c. Supervision and Control.

When providing assistance under the terms of this Agreement, the response effort, to the extent possible, should be organized and should function in accordance with NIMS guidelines. Direct supervision and control of personnel, equipment and resources, as well as personnel accountability, shall remain the responsibility of the designated supervisory personnel of the Authority. The designated supervisory personnel of the Authority shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Authority; and, report work progress to the Commission.

d. Rights and Privileges.

Personnel who are assigned, designated, or ordered by the Authority to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation including injury or death benefits, disability payments, and workers' compensation benefits, for the performance of those duties as though the services had been rendered for the Authority employing the personnel. The Authority is responsible for the payment of wages, salary, pension, and other compensation and benefits of its personnel associated with the performance of duties under this Agreement.

e. The Duration of Aid.

The provision of Mutual Aid under this Agreement may continue until the services of the Authority are no longer required, or the Authority determines that further Mutual Aid should not be provided. Resources of the Authority shall remain subject to recall by the Authority at any time, subject to reasonable notice to the Commission. The Authority recognizes that assistance and Mutual Aid under this Agreement may extend beyond completion of debris removal and may be required through Project Closeout.

8. COSTS

- a. **Payments to Contractors.** For administrative ease and uniformity, all debris removal and debris monitoring contractors, the Authority and the Commission will adhere to the same billing cycle or billing increments during the debris removal. The Authority, by and through its Point of Contact, will designate the billing cycle and billing increment (e.g., bi-weekly or once every thirty days) for an Emergency depending on the nature of the Emergency. The Authority will communicate the designated schedule to the Commission and the contractors. The Commission will adhere to the determined schedule. The

Commission will be responsible for payment to its debris removal and debris monitoring contractors per the terms of the contracts between them. The Authority will be responsible for reviewing and recommending for payment invoices of the Commission's contractors as part of the scope of services under this Agreement. The Commission will have the responsibility for final approval and payment.

- b. Payments to the Authority. The Commission shall reimburse the Authority for its actual and reasonable Reimbursable Expenses associated with the provision of Mutual Aid under this Agreement, to the extent permitted by law. Notwithstanding any other provision in this Agreement, (i) the Commission has no obligation under this Agreement to make any payment of any amount of money to the Authority in excess of the amount of the Authority's actual and reasonable costs for Reimbursable Expenses, and (ii) the Commission shall not issue or make payments to the Authority prior to the Commission's receipt of supporting documentation in connection with the Mutual Aid sufficient for the Commission to justify payment of the Authority's actual and reasonable costs for Reimbursable Expenses. In the event federal funds are available for costs associated with the provision of Mutual Aid, the Parties agree that the Commission shall be the applicant for such costs. Notwithstanding, the Commission's responsibility to reimburse the Authority for its actual and reasonable Reimbursable Expenses under this Agreement is not contingent on the Commission's receipt of grant funding.

The Authority must submit requests for reimbursement as soon as practicable but no later than 60 days after the completion of the services provided under this Agreement. The Authority's reimbursement request should be accompanied with invoices, pay ledgers, time records, material records, equipment logs, or any other documentation suitable to substantiate the Authority's costs incurred.

Failure to submit a request for reimbursement within the specified time frame will result in the Authority not being reimbursed for the Mutual Aid provided unless the Commission extends the deadline for filing requests for reimbursement. Such reimbursement requests shall specifically identify all personnel, equipment, and resources provided, dates of issuance or duration of deployment, and the unit cost and total costs associated with each. The provision of Mutual Aid will be considered non-reimbursable if the Authority does not request reimbursement within the time or receive an extension by the Commission, as specified in this Section.

Provided the Authority has submitted a timely request for reimbursement in accordance with this Section, the Commission shall make payment to the Authority for reimbursement requests that have been properly documented, consistent with the requirements of this Agreement, and approved by the

Commission's Point of Contact no later than 90 days after receipt and approval of the Authority's request for reimbursement.

The Authority shall be responsible for creating and maintaining records of all costs incurred, both reimbursed and unreimbursed costs, in providing Mutual Aid under this Agreement. The Authority shall keep records in digital and tangible formats. The Authority must respond to all requests for documentation or information from the Commission within 14 days of receipt and must provide the requested documentation within 30 days of receipt of the request unless the time is extended by the Commission. Such requests from the Commission to the Authority may include requests for specific documentation and additional information required to fulfill state and/or federal audit requests. The Authority shall keep records for the time period required by 2 C.F.R. § 200.334 (Retention Requirements for Records) in the event the Commission receives federal funds for all or part of the reimbursed costs or for three years from date both Parties agree final invoices have been paid when no federal funds are used by the Commission. The Commission shall notify the Authority when the federal grant or series of grants that gave rise to the initiation of a request under this Agreement are closed.

9. INSURANCE

- a. Workers' Compensation Coverage. Each Party shall be responsible for complying with the requirements of Alabama Workers' Compensation Laws.
- b. Automobile Liability Coverage. Each Party shall be responsible for complying with the Alabama motor vehicle financial responsibility laws.
- c. General Liability, Public Officials Liability and Law Enforcement Liability. Each Party agrees to obtain or continue its general liability, public official's liability, and law enforcement liability insurance, if applicable, or maintain a comparable self-insurance program. The Commission agrees to name the Authority as an additional insured on all policies of liability insurance where adding the Authority is available.
- d. Other Coverage. The Authority shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Commission.

10. WAIVER OF CLAIMS AGAINST PARTIES

Each Party hereto waives claims for compensation for any loss, damage (excluding damage to equipment or materials caused during performance of eligible services under this Agreement), personal injury, or death occurring as a result of performance of this Agreement, except those caused in whole or part by the gross negligence of an officer or employee of another Party.

11. EXPENDING FUNDS

- a. The Commission is solely responsible for all payments to debris removal and debris monitoring contractors and the Commission hereby acknowledges it will not seek monies from the Authority for any such payments or for any services provided pursuant to this Agreement.

12. TERM

This Agreement shall become effective as to each Party when approved and executed by that Party and shall be binding on each Party until such time as a Party terminates its participation as set out in this Agreement.

13. LIABILITY UNDER INTERLOCAL CONTRACT

The Parties agree that the Providing Party providing Mutual Aid assistance under this Agreement is entitled to any and all immunities of the Requesting Party, or otherwise guaranteed in accordance with Alabama law, for any act or omission resulting in death, damage, or injury while acting under this Agreement if the act or omission was in good faith and in the course and scope of its functions to provide a service under this Agreement.

14. ENTIRETY

This Agreement contains all commitments and agreements of the Parties regarding Mutual Aid to be rendered during or in connection with an Emergency as that term is defined in Section 3 of this Agreement. All previously entered into Mutual Aid agreements between the Parties are superseded by this Agreement. No other oral or written commitments of the Parties shall have any force or effect if not contained herein. Any request for Mutual Aid pursuant to Section 7 of this Agreement and provided by either Party on or after the execution date of this Agreement is deemed to be provided under the terms of this Agreement.

15. RATIFICATION

Each Party agrees to ratify the rendering and/or receiving of Mutual Aid provided pursuant to Section 7 in the event the services are provided prior to official written request. All terms of this Agreement apply to any such Mutual Aid rendered and/or received as so ratified.

16. JOINT EXERCISE OF POWERS OR SERVICES AUTHORIZED

The Parties agree that Mutual Aid in the context contemplated herein is authorized under Alabama law, including § 11-89A-8 and § 11-89A-15, *Code of Alabama* (1975) and that each Party to this Agreement has the authority to exercise or perform the power or service which is the subject of this Agreement.

17. CONFIDENTIALITY

The Parties recognize that the provision of Mutual Aid under this Agreement may result in the transfer of confidential information between them. The Parties shall guard the

confidentiality of such information as required by applicable Federal and State law and other state privacy laws pertaining to the confidentiality of records, if applicable.

18. SEVERABILITY

If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

19. VALIDITY AND ENFORCEABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

20. AMENDMENT

This Agreement may be amended only by mutual written consent of the Parties.

21. TERMINATION

It is agreed that any Party hereto shall have the right to terminate its participation in this Agreement upon 90 days' written notice to the other Party.

22. THIRD PARTIES

This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

23. NOTICES

Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Point of Contact, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by electronic mail.

24. WARRANTY

The Agreement has been officially authorized by the governing or controlling body of each Party hereto by order, ordinance, resolution, or other authorizing document, and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

25. IMMUNITY RETAINED

The Parties to this Agreement do not waive or relinquish any immunity or defense on behalf of itself, officers, employers, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein.

26. GOVERNING LAW AND VENUE

The laws of the State of Alabama shall govern this Agreement. In the event a dispute arises between the parties requiring court intervention, venue shall lie in Baldwin County, Alabama.

27. FORMS

Either Party may prepare and provide forms designated for the purposes of this Agreement to be used by the Parties.

28. HEADINGS

The headings at the beginning of the various provisions of this Agreement have been included only to more quickly locate the subject covered by each provision and are not to be used in construing this Agreement.

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original.

BALDWIN COUNTY, ALABAMA

Signed by:

Chairman, Baldwin County Commission

Date

ATTEST: _____

TITLE: _____

**THE SOLID WASTE DISPOSAL AUTHORITY OF BALDWIN COUNTY, ALABAMA
INC.**

Signed by:

Chief Executive Officer

Date: _____

ATTEST: _____

TITLE: _____

BALDWIN COUNTY, ALABAMA
MUTUAL AID REQUEST FORM

Attention: The Solid Waste Disposal Authority of Baldwin County, Alabama, Inc. – Point of Contact

Re: Baldwin County Request for Mutual Aid

Requested Start Date: _____.

Dear _____:

Pursuant to the terms of the Mutual Aid Agreement, executed by and between the County Commission of Baldwin County, Alabama (the “Commission”) and The Solid Waste Disposal Authority of Baldwin County, Alabama, Inc. (the “Authority”), the Commission requests that the Authority provide Mutual Aid services as contemplated under the Agreement in response to the ongoing Emergency as a result of _____.

The Commission will be responsible for payment to its debris removal and debris monitoring contractors. The Commission will also be responsible for reimbursing the Authority’s actual, documented, and reasonable costs for the provision of Mutual Aid, pursuant to the Agreement.

Please submit all invoices and cost documentation for the Authority’s costs incurred to provide the assistance contemplated in the Mutual Aid Agreement to the Commission’s Point of Contact no later than 60 days after the completion of the services contemplated under the Agreement.

BALDWIN COUNTY, ALABAMA

Signed by:

Chairman, Baldwin County Commission

Date