

ALABAMA INTER-LOCAL MUTUAL AID AGREEMENT

Omnibus Agreement

This OMNIBUS AGREEMENT is made and entered into by the undersigned Counties or Municipalities (hereinafter referred to as "County," or "Counties", "Municipality" or Municipalities" or, collectively, "local jurisdictions") to enable them to provide and receive reciprocal aid and assistance to protect the public peace, health, and safety, and to preserve the lives and property of the people of the state.

WHEREAS, Counties and Municipalities have expressed mutual interest in the establishment of an Omnibus Agreement to facilitate and encourage reciprocal aid and assistance among the Counties and Municipalities; and

WHEREAS, a County or Municipality who has executed this Omnibus Agreement may need aid and assistance in the form of equipment, materials and supplies, property, and personnel or other support; and

WHEREAS, each County or Municipality may own and maintain equipment, materials and supplies, and employ trained personnel for a variety of public services and is willing, under certain conditions, to lend its equipment, materials and supplies, and personnel to other Counties and/or Municipalities; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, each undersigned County or Municipality agrees as follows:

Article I – APPLICABILITY

This Omnibus Agreement is available for execution by all Counties and Municipalities in the State of Alabama. Execution of the Omnibus Agreement by a County or Municipality will occur when the County or Municipality signs an identical version of this Omnibus Agreement.

Article II – DEFINITIONS

- A. Aid and Assistance means equipment, materials and supplies, and personnel offered in response to a Disaster too great to be dealt with unassisted, or to protect the public peace, health, and safety, and to preserve the lives and property of the people of the state.
- B. Assistance Costs means the costs associated with providing aid and assistance, and includes costs for equipment, materials, supplies, and personnel. For loaned equipment and personnel, assistance costs are those incurred by the Assisting Entity in providing any asset requested. Further agreements regarding Assistance Costs appear in Articles X, XI and XII, which address loans of equipment, materials and supplies, and personnel, respectively.
- C. Assisting Entity means a County or Municipality that has agreed to deliver aid and assistance to another County or Municipality pursuant to the terms of this Omnibus Agreement.

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- D. County means a political subdivision and includes all functions or departments of county government that provide aid and assistance including, but not limited to, public safety services.
- E. Emergency Management Director means the person(s) appointed by the County or Municipality to activate or respond to this Agreement on behalf of the County or Municipality.
- F. Emergency Contact Information Form means the form to be submitted by each County or Municipality that lists names, addresses, and 24-hour numbers for the Emergency Management Director or designees. The phone number of a dispatch office or other facility staffed 24 hours-a-day capable of contacting the Emergency Management Director or designee is also required.
- G. Entity means a County or Municipality that has agreed to receive aid and assistance from or deliver aid and assistance to another County or Municipality pursuant to the terms of this Omnibus Agreement.
- H. Event means any disaster too great to be dealt with unassisted, or any occurrence or situation which threatens or otherwise affects the public peace, health, and safety, or the lives and property of the people of the state.
- I. Local Jurisdiction means the governing body of each County or Municipality.
- J. Municipality means a political subdivision and includes all functions or departments of municipal government that provide aid and assistance including, but not limited to, public safety services.
- K. Omnibus Agreement or Agreement means this Inter-Local Mutual Aid Agreement, which includes identical agreements executed in counterparts binding the executing local jurisdictions to its terms and conditions to provide and receive aid and assistance. To be effective, this Omnibus Agreement must be fully executed by the governing body of each Participating Entity.
- L. Requesting Entity means a County or Municipality that has made a request of an Assisting Entity to deliver aid or assistance to another County or Municipality pursuant to the terms of this Agreement.
- M. Termination Date is the date upon which this Omnibus Agreement terminates pursuant to Articles V and XVI, which address terms and termination and modifications, respectively.

Article III – PARTICIPATION

Participation in this Omnibus Agreement is purely voluntary as is the provision of aid and assistance. No County or Municipality will be liable to another County or Municipality or be in breach of or default under this Omnibus Agreement, on account of any delay in or failure to perform any obligation, except

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to make payment as specified in this Omnibus Agreement. However, each County or Municipality that executes this Omnibus Agreement is expected, as applicable, to:

- A. Ensure that every other Entity is provided with the most current Emergency Contact Information Form in a timely manner; and
- B. Participate in scheduled meetings to coordinate operational and administrative issues to the maximum extent possible; and
- C. Participate in exercises intended to test and evaluate the operational and administrative procedures developed to implement this Omnibus Agreement.

Article IV – ROLES OF EMERGENCY MANAGEMENT DIRECTORS

- A. Each Entity agrees that its Emergency Management Director or designee will serve as its representative in any meeting to address the administration and implementation of this Omnibus Agreement.
- B. The Emergency Management Directors or designee of each Entity will together:
 - 1. Identify the Emergency Management Director or designee from one of the participating Entities to serve as the administrator of this Omnibus Agreement.
 - 2. Meet annually or more often as necessary to review this Omnibus Agreement, develop and maintain procedures for implementation and administration, and evaluate experiences from actual use of this Omnibus Agreement.
 - 3. Identify industry standard rates pursuant to Article X of this Omnibus Agreement, which addresses loans of equipment.
 - 4. Develop planning details associated with being an Assisting Entity or Requesting Entity under the terms of this Omnibus Agreement.
- C. The Emergency Management Director or designee of each Entity will, to the extent reasonably possible:
 - 1. Participate in any meetings convened to address administration and implementation of this Omnibus Agreement.
 - 2. Ensure appropriate staff are informed of pertinent implementation and coordination decisions and procedures.
 - 3. Maintain a manual containing a master copy of this Omnibus Agreement (as amended or revised), a list of Entities, and a copy of each Emergency Contact Information Form.

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4. Provide the Emergency Management Director or designee of the participating Entities selected to serve as the administrator of this Omnibus Agreement with a copy of the Emergency Contact Information Form at the annual meeting of the Emergency Management Directors or whenever information in the form changes.
 5. Notify all participating Entities if any local jurisdiction terminates its participation in this Omnibus Agreement.
- D. The Emergency Management Director or designee of the Entity selected to serve as the administrator of this Omnibus Agreement will, to the extent reasonably possible:
1. Notify all participating Entities whenever a new local jurisdiction executes the Omnibus Agreement.
 2. Provide each participating Entity with a copy of the signature page of each newly executed Omnibus Agreement.
 3. Provide each participating Entity with a copy of any new or updated Emergency Contact Information Form submitted.
 4. Maintain and distribute checklists and other implementing procedures developed by the Emergency Management Director(s), or designee(s) to assist each participating Entity with the details of being an Assisting Entity or Requesting Entity under the terms of this Omnibus Agreement.
 5. Organize and facilitate the annual meetings of the Emergency Management Director(s) or designees.
 6. Maintain a record of official documents associated with the development, adoption, implementation, and maintenance of this Omnibus Agreement including signed original agreements, Emergency Contact Information Forms, implementing procedures, and meeting agendas and minutes.
 7. It is recommended that local Emergency Management Directors and/or designees of each Entity in the local jurisdictions meet to discuss a plan for the coordination of resources and identify the strengths and weaknesses within their boundaries.

Article V – TERMS AND TERMINATION

- A. This Omnibus Agreement, which is the original agreement, is effective upon approval by the governing body of any local jurisdiction.
- B. A County or Municipality opting to terminate its participation in this Omnibus Agreement will provide notice by electronic mail to the County Emergency Management Director or designee of each participating Entity. Notice of termination becomes effective upon receipt of notice to terminate by the Emergency Management Director or designee. Any Entity

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terminating its participation remains liable for all obligations incurred during its period of participation, until the obligation is satisfied.

Article VI – PAYMENT FOR AID AND ASSISTANCE

- A. A Requesting Entity will receive an invoice from an Assisting Entity for all valid and invoiced costs associated with aid and assistance provided by the Assisting Entity within sixty (60) days after services are provided. The Assisting Entity, in its sole discretion, may elect to forgive repayment upon the written request of the Requesting Entity.
- B. In the event an Assisting Entity provides equipment or materials and supplies, the Assisting Entity will have the option to accept cash or in-kind payment for the equipment or materials and supplies provided.

Article VII – INDEPENDENT CONTRACTOR

- A. Each Assisting Entity will operate as an independent contractor of the Requesting Entity in the provision of any aid and assistance. Employees of the Assisting Entity will, at all times while performing emergency aid and assistance, continue to be employees of the Assisting Entity and will not be deemed employees of the Requesting Entity for any purpose. Wages, hours, and other terms and conditions of employment of the Assisting Entity will remain applicable to all its employees who provide aid and assistance. Each Assisting Entity will be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. A Requesting Entity will not be responsible for paying any wages, benefits, taxes, or other compensation directly to an Assisting Entity's employees. The costs associated with loaned employees are subject to the reimbursement process outlined in Article XII, which addresses loans of personnel.
- B. In no event will an Assisting Entity or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right, or incur any obligation in the name of, on behalf of or as agent for a Requesting Entity under or by virtue of this Omnibus Agreement.

Article VIII – REQUESTS FOR AID AND ASSISTANCE

Requests for aid and assistance will be directed to the designated Emergency Management Director(s) or designee on the Emergency Contact Information Forms provided. The extent to which an Assisting Entity provides any aid and assistance will be at the Assisting Entity's sole discretion. This Omnibus Agreement will remain in effect until or unless it conflicts with federal and/or state laws.

Article IX – GENERAL NATURE OF EMERGENCY AID AND ASSISTANCE

Aid and assistance will be in the form of resources, such as equipment, materials and supplies, and personnel or the direct provision of services. Execution of the Omnibus Agreement will not create any duty to respond on the part of any County or Municipality. A County or Municipality will not be

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held liable for failing to provide aid and assistance. A County or Municipality has the absolute discretion to decline to provide any requested aid and assistance and to withdraw resources it has provided at any time without incurring any liability. Resources are “loaned” with reimbursement and terms of exchange varying with the type of resource as defined in Articles X through XII, which address loans of equipment, loans of materials and supplies, and loans of personnel, respectively.

Article X – LOANS OF EQUIPMENT

At the sole discretion of the Assisting Entity, equipment such as construction equipment, vehicles, tools, pumps, motors, etc., may be made available to a Requesting Entity. The cost to the Requesting Entity for use of equipment will be the Assisting Entity’s actual costs or the Assisting Entity’s costs based on current equipment rates. If no written rates have been established, the cost to the Requesting Entity will be based on the hourly operating costs set forth in an industry standard publication as selected by the Emergency Management Director(s), or as mutually agreed between the Requesting Entity and the Assisting Entity. For this Omnibus Agreement, equipment use begins at a time mutually agreed to by the Requesting Entity and the Assisting Entity.

Equipment loans are subject to the following conditions:

- A. At the option of the Assisting Entity, equipment may be loaned with an operator. See Article XII, which addresses loans of personnel for terms and conditions applicable to use of loaned personnel.
- B. Each Assisting Entity will endeavor to provide equipment in good working order. All equipment is provided “as is,” with no representations or warranties as to its fitness for a particular purpose or its general condition.
- C. Each Requesting Entity will, at its own expense, supply all fuel, lubrication, and necessary maintenance for loaned equipment. The Requesting Entity will take reasonable and proper precautions in the operation, storage, and maintenance of the Assisting Entity’s equipment.
- D. Loaned equipment will be returned to the Assisting Entity upon release by the Requesting Entity, or immediately upon the Requesting Entity’s receipt of an oral or written request from the Assisting Entity for the return of the equipment. When requested to return equipment to the Assisting Entity, the Requesting Entity will make every effort to return the equipment to the Assisting Entity within 24 hours of the request. In all cases, the Requesting Entity will notify the Assisting Entity when the Assisting Entity’s equipment is released.
- E. Assisting Entity’s costs related to the transportation, handling, and loading/unloading of equipment will be chargeable to the Requesting Entity. Assisting Entities will provide copies of invoices for such charges when provided by outside sources and will provide hourly accounting of charges for the Assisting Entity’s employees who perform such services.

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- F. Without prejudice to an Assisting Entity's right to limitation of liability under Article XIV, in the event loaned equipment is lost or damaged while in the custody and/or use of the Requesting Entity, or while being returned by the Requesting Entity to the Assisting Entity, the Requesting Entity will reimburse the Assisting Entity for the reasonable cost of replacing or repairing said equipment. If the damaged equipment cannot be repaired within a time period specified by the Assisting Entity, then the Requesting Entity will reimburse the Assisting Entity for the cost of replacing such equipment with equipment which is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" will be at the discretion of the Assisting Entity. If the Assisting Entity must lease or rent a piece of equipment while its equipment is being repaired or replaced, the Requesting Entity will reimburse the Assisting Entity for such costs. The Requesting Entity will have the right of subrogation for all claims against persons other than parties to this Omnibus Agreement who may be responsible in whole or in part for damage to the equipment. The Requesting Entity will not be liable for damage caused by the sole negligence of the Assisting Entity's operators.

Article XI – LOANS OF MATERIALS AND SUPPLIES

A Requesting Entity will reimburse an Assisting Entity in-kind or at the Assisting Entity's actual replacement cost, plus handling charges, for use of partially consumed or non-returnable materials and supplies, as mutually agreed between the Requesting Entity and Assisting Entity. Other reusable materials and supplies, which are returned (unused) to the Assisting Entity in clean, damage-free, condition, will not be charged to the Requesting Entity and no rental fee will be charged. The Assisting Entity will determine whether items returned are "clean and damage-free" and items will be treated as partially consumed or non-returnable if they are found to be damaged.

Article XII – LOANS OF PERSONNEL

- A. An Assisting Entity may, at its option, make its employees available to a Requesting Entity. Employees will be provided, at the Requesting Entity's expense, equal to the Assisting Entity's full costs, including employee salary or hourly wages, call back or overtime costs, benefits, and overhead. For this Omnibus Agreement, employee service begins at a time mutually agreed to by the Requesting Entity and the Assisting Entity. All costs will be consistent with Assisting Entity's personnel contracts, if any, or other conditions of employment. Costs to feed and house loaned employees, if necessary, will be chargeable to and paid by the Requesting Entity. The Requesting Entity is responsible for assuring arrangements are made, as necessary, to provide for the safety, housing, meals, and transportation to and from job sites/housing sites for loaned employees, as necessary.
- B. Loaned employees will remain under the administrative control of the Assisting Entity but will be under the operational control of the emergency management authorities of the Requesting Entity. The Assisting Entity will not be liable for cessation or slowdown of work if the Assisting Entity's employees decline or are reluctant to perform any assigned task if said employees judge such task to be unsafe. A request for loaned employees to direct the activities of others during a particular response operation does not relieve the Requesting Entity of any responsibility or create any liability on the part of the Assisting

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Entity for decisions and/or consequences of the response operation. When supervisory employees are loaned, the Assisting Entity may make stipulations on the scope and duties of those employees.

- C. Any valid licenses issued to loaned employees by the Assisting Entity relating to the skills required for the requested work may be recognized by the Requesting Entity during the period of the Event and for purposes related to the Event.
- D. When requested to return employees to the Assisting Entity, the Requesting Entity will make every effort to return the employees to the Assisting Entity immediately upon receipt of the request. The Requesting Entity will notify the Assisting Entity when the Assisting Entity's employees are released.

Article XIII – RECORD KEEPING

Time sheets and/or daily logs showing hours worked, equipment, materials and supplies used or provided by the Assisting Entity will be recorded on a shift-by-shift basis by the Assisting Entity and/or the loaned employee(s) and will be provided to the Requesting Entity during the reimbursement processes. If no employees are loaned, the Assisting Entity will provide shipping records for equipment and materials and supplies, and the Requesting Entity is responsible for any required documentation of use of equipment and materials and supplies for state or federal reimbursement. Under all circumstances, the Requesting Entity remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement.

Article XIV – LIMITATION OF LIABILITY

- A. **RELEASE AND EXCULPATION.** Except in cases of willful misconduct or bad faith, the Requesting Entity releases and agrees that the Assisting Entity and its officers, employees, and agents will in no event incur any responsibility or liability to the Requesting Entity in relation to any and all costs, claims, judgments, or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing emergency aid and assistance to the Requesting Entity.
- B. **LIABILITY FOR PARTICIPATION.** This Agreement is not intended to limit or remove any limitations of liability, immunities, protections, or privileges the local jurisdiction (County or Municipality) or any emergency management worker would ordinarily possess.
- C. **DELAY/FAILURE TO RESPOND.** No Entity will be liable to another participating Entity for or be considered in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this Omnibus Agreement, except to make payment as specified in this Omnibus Agreement.

Article XV – WORKERS' COMPENSATION AND EMPLOYEE CLAIMS

All Assisting Entity employees made available to a Requesting Entity will remain the general employees of the Assisting Entity while engaged in and carrying out duties, functions or activities

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pursuant to this Omnibus Agreement, and each Assisting Entity will remain fully responsible as the employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation, and other direct and indirect compensation, benefits, and related obligations with respect to its employees. Likewise, each Assisting Entity will provide workers' compensation in compliance with statutory requirements of the State of Alabama.

Article XVI – MODIFICATIONS

No provision of this Omnibus Agreement may be modified, altered, or rescinded without two-thirds concurrence of the Entities that are parties to this Agreement. Proposed modifications to this Omnibus Agreement must be made in writing and will not become effective until approved by two-thirds concurrence of the participating Entities. Each Entity must either approve a modification or notify all other participating Entities of its decision not to approve the modification. Approved modifications must be signed by an authorized representative of each participating Entity. The currently approved version of the Omnibus Agreement remains in force if a proposed modification is not ratified by two-thirds of the participating Entities. If a proposed modification is ratified by two-thirds of the participating Entities, the prior version of the agreement is terminated.

Article XVII – NON-EXCLUSIVENESS AND OTHER AGREEMENTS

- A. This Omnibus Agreement is not intended to be exclusive among the participating Entities. Any Entity may enter into separate aid and assistance agreements with any other local jurisdiction. No such separate agreement will terminate any responsibility under this Omnibus Agreement.
- B. Other agreements for aid and assistance between any participating Entities are unaffected by this Omnibus Agreement and remain in effect until separately terminated in accordance with their own terms. When another agreement exists at the time a request for aid and assistance is made, the Assisting Entity and the Requesting Entity should be clear about the agreement under which the request is made and by which the assistance costs will be paid.
- C. Any participating Entity may donate resources to or share resources with any other local jurisdiction outside the terms of this Omnibus Agreement subject to any terms or conditions negotiated by those parties at the time the resources are provided.

Article XVIII – GOVERNMENTAL AUTHORITY

This Omnibus Agreement is subject to the laws, rules, regulations, orders, and other requirements, now or as amended, of all Entities having jurisdiction over any Event covered by this Omnibus Agreement.

Article XIX – NO DEDICATION OF FACILITIES

- A. No undertaking by any Entity to another Entity under any provision of this Omnibus Agreement will constitute a dedication of the facilities or assets of such Entity, or any

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portion thereof, to the public or to the other participating Entity.

- B. Nothing in this Omnibus Agreement will be construed to give a participating Entity any right of ownership, possession, use, or control of the facilities or assets of another Entity.

Article XX – NO PARTNERSHIP

This Omnibus Agreement will not be interpreted or construed to create an association, joint venture, or partnership among the participating Entities or to impose any partnership obligation or liability upon any Entity. Further, no Entity will be considered an agent of any other Entity or otherwise have authority to bind any other Entity.

Article XXI – NO THIRD-PARTY BENEFICIARY

Nothing in this Omnibus Agreement will be construed to create any rights in or duties to any third party, nor any liability to or standard of care in reference to any third party. This Omnibus Agreement will not confer any right or remedy upon any person other than the participating Entities that are parties to this Omnibus Agreement. This Omnibus Agreement will not release or discharge any obligation or liability of any third party to any Entity.

Article XXII – ENTIRE AGREEMENT

This Omnibus Agreement constitutes the entire agreement, though other existing agreements of the Entities may take precedence over certain concepts outlined in this Omnibus Agreement.

Article XXIII – SUCCESSORS AND ASSIGNS

This Omnibus Agreement is not transferable or assignable, in whole or in part, and any participating Entity may terminate its participation in this Omnibus Agreement subject to Article V.

Article XXIV – GOVERNING LAW

This Omnibus Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Alabama.

Article XXV – VENUE

Any action arising from this Omnibus Agreement shall be brought in the County where the Event occurred.

Article XXVI – TORT CLAIMS

It is not the intention of this Omnibus Agreement to remove from any of the participating Entities any protection provided by applicable tort claims laws.

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Article XXVII – WAIVER OF RIGHTS

Any waiver at any time by any participating Entity of its rights with respect to a default under this Omnibus Agreement, or with respect to any other matter arising in connection with this Omnibus Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Omnibus Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.

Article XXVIII – INVALID PROVISION

The invalidity or unenforceability of any provision of this Omnibus Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

Article XXIX – NOTICES

Except as otherwise stated, any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Omnibus Agreement shall be given in writing and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by electronic mail, or (iii) sent by United States Mail, postage prepaid, to the appropriate Emergency Management Director(s) or designee, at the address designated in the Emergency Contact Information Form.

SIGNATURE PAGE

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IN WITNESS WHEREOF, the _____ Baldwin County Commission (COUNTY OR MUNICIPALITY) has caused this OMNIBUS AGREEMENT for Assistance to be executed by duly authorized representatives as of the date of their signatures below:

_____	_____	Commission Chairman
Signature of Officer	Date	Officer's Title
_____	_____	County Administrator
Signature of Officer	Date	Officer's Title
_____	_____	County EMA Director
Signature of Officer	Date	Officer's Title
_____	_____	County Attorney
Signature of Counsel	Date	Counsel's Title

Name and title of primary Contact Representative:	Tom Tyler, EMA Director	Name and title of alternate Contact Representative:	Danon Smith, EMA Deputy Director
Address:	23100 McAuliffe Drive	Address:	23100 McAuliffe Drive
	Robertsdale, AL 36567		Robertsdale, AL 36567
Phone:	(251-972-6807 or (251) 525-6556	Phone:	(251) 972-8510 or (251) 753-5201
Fax:	(251) 580-1616	Fax:	(251) 580-1616
E-mail:	tom.tyler@baldwincountyal.gov	E-mail:	danon.smith@baldwincountyal.gov

1. Send the **original OMNIBUS AGREEMENT Signature Page** (this page) for further distribution, to:
Alabama Association of Emergency Managers, Mutual Aid Enhancement Special Committee
Attention: Michael Posey or Eric Jones
111 Grand Avenue, SW, Fort Payne, AL 35967
(256) 845-8569
mposey@dekalbcountyal.us
Eric.Jones@ema.alabama.gov
2. Retain a **second original OMNIBUS AGREEMENT Signature Page** for your records (two sets are required)