

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Barnwell Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Barnwell Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

Barnwell Volunteer Fire Department
Attn: Chief Roy Glenn
Address: 8587 US HWY 98
Fairhope, AL 36532

COUNTY:

Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

BARNWELL VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Belforest Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Belforest Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

Belforest Volunteer Fire Department
Attn: Chief Dave Allen
Address: PO BOX 1915
Daphne, AL 36526

COUNTY:

Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
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- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

BELFOREST VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

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WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Bon Secour Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:
Bon Secour Volunteer Fire Department
Attn: Chief Paul Shoenight
Address: PO BOX 1
Bon Secour, AL 36511

COUNTY:
Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

BON SECOUR VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Crossroads Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Crossroads Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:
Crossroads Volunteer Fire Department
Attn: Chief Chip Mays
Address: 41961 State Hwy 225
Bay Minette, AL 36507

COUNTY:
Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

CROSSROADS VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Daphne Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Daphne Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:
Daphne Volunteer Fire Department
Attn: Chief Kenny Hanak
Address: PO BOX 400
Daphne, AL 36526

COUNTY:
Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

DAPHNE VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Elberta Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Elberta Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:
Elberta Volunteer Fire Department
Attn: Chief Nick Scheer
Address: PO BOX 152
Elberta, AL 36530

COUNTY:
Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

ELBERTA VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Elsanor Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Elsanor Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:
Elsanor Volunteer Fire Department
Attn: Chief Gradie Allen Paul
Address: 24693 County Rd 87
Robertsdale, AL 36567

COUNTY:
Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

ELSANOR VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Fairhope Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Fairhope Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:
Fairhope Volunteer Fire Department
Attn: Chief Chris Ellis
Address: PO BOX 626
Fairhope, AL 36532

COUNTY:
Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last
as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

FAIRHOPE VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Fish River / Marlow Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Fish River / Marlow Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:
Fish River / Marlow Volunteer Fire Department
Attn: Chief Dennis Sadler
Address: 13355 CR 32
Summerdale, AL 36580

COUNTY:
Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

FISH RIVER / MARLOW VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Fort Morgan Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Fort Morgan Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

Fort Morgan Volunteer Fire Department
Attn: Chief Michael Ludvigsen Jr
Address: 12105 Hwy 180 West
Gulf Shores, AL 36542

COUNTY:

Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

FORT MORGAN VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Gateswood Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Gateswood Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:
Gateswood Volunteer Fire Department
Attn: Chief Tony Burke
Address: 33014 CR 112
Robertsdale, AL 36567

COUNTY:
Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

GATESWOOD VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Huggers Landing - Oyster Bay Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Huggers Landing - Oyster Bay Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:
Huggers Landing - Oyster Bay
Volunteer Fire Department
Attn: Chief Ron West
Address: 5622 County Rd 6
Gulf Shores, AL 36542

COUNTY:
Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

HUGGERS LANDING - OYSTER BAY VOLUNTEER FIRE DEPARTMENT

Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Josephine Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Josephine Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

Josephine Volunteer Fire Department
Attn: Chief Paul Mueller
Address: 6824 County Rd 95
Elberta, AL 36530

COUNTY:

Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

JOSEPHINE VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Lillian Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Lillian Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:
Lillian Volunteer Fire Department
Attn: Chief Nick Dewhurst
Address: 11331 CR 91
Lillian, AL 36549

COUNTY:
Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

LILLIAN VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Little River Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Little River Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

Little River Volunteer Fire Department
Attn: Chief Ron Levins
Address: 71250 State Hwy 59
Little River, AL 36550

COUNTY:

Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last
as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

LITTLE RIVER VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Lottie Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Lottie Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:
Lottie Volunteer Fire Department
Attn: Chief Paul Benton
Address: 5959 Jack Springs Rd
Atmore, AL 36502

COUNTY:
Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

LOTTIE VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Loxley Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Loxley Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:
Loxley Volunteer Fire Department
Attn: Chief Tony Lovell
Address: PO BOX 32
Loxley, AL 36551

COUNTY:
Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

LOXLEY VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Magnolia Springs Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Magnolia Springs Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:
Magnolia Springs Volunteer Fire Department
Attn: Chief Kaylan Driskell
Address: PO BOX 51
Magnolia Springs, AL 36555

COUNTY:
Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last
as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

MAGNOLIA SPRINGS VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Perdido Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Perdido Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

Perdido Volunteer Fire Department
Attn: Chief Webb Bush
Address: PO BOX 302
Perdido, AL 36562

COUNTY:

Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last
as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

PERDIDO VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Perdido Beach Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Perdido Beach Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:
Perdido Beach Volunteer Fire Department
Attn: Chief Ken Wright
Address: 9918 Hildreth Drive
Perdido Beach, AL 36530

COUNTY:
Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last
as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

PERDIDO BEACH VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Pine Grove Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Pine Grove Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

Pine Grove Volunteer Fire Department
Attn: Chief Rob Taylor
Address: 16471 Pine Grove Rd Ext N
Bay Minette, AL 36507

COUNTY:

Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last
as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

PINE GROVE VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Rabun Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Rabun Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

Rabun Volunteer Fire Department
Attn: Chief Norris Hall
Address: 54320 Rabun Rd
Bay Minette, AL 36507

COUNTY:

Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

RABUN VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Robertsedale Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Robertsedale Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

Robertsdale Volunteer Fire Department
Attn: Chief Nick Moore
Address: PO Box 1054
Robertsdale, AL 36567

COUNTY:

Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last
as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

ROBERTSDALE VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Rosinton Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Rosinton Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

Rosinton Volunteer Fire Department
Attn: Chief Dewayne Bowden
Address: 20300 CR 64
Robertsdale, AL 36567

COUNTY:

Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

ROSINTON VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Seminole Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Seminole Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

Seminole Volunteer Fire Department
Attn: Chief Kenneth Ping
Address: 32268 HWY 90
Seminole, AL 36574

COUNTY:

Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

SEMINOLE VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Silverhill Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Silverhill Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

Silverhill Volunteer Fire Department
Attn: Chief Josh Rice
Address: PO BOX 309
Silverhill, AL 36576

COUNTY:

Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

SILVERHILL VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Spanish Fort Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Spanish Fort Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

Spanish Fort Volunteer Fire Department
Attn: Chief Roger Few
Address: 7580 Spanish Fort Blvd
Spanish Fort, AL 36527

COUNTY:

Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last
as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

SPANISH FORT VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Stapleton Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Stapleton Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

Stapleton Volunteer Fire Department
Attn: Chief Allie T. Pouncey
Address: PO BOX 366
Stapleton, AL 36578

COUNTY:

Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

STAPLETON VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Stockton Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Stockton Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

Stockton Volunteer Fire Department
Attn: Chief Gregory "Marty" Hall
Address: 54090 Hwy 59
Stockton, AL 36579

COUNTY:

Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last
as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

STOCKTON VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Styx River Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Styx River Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

Styx River Volunteer Fire Department
Attn: Chief Courtney Dunbar
Address: 29680 CR 68 Extension
Robertsdale, AL 36567

COUNTY:

Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

STYX RIVER VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Summerdale Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Summerdale Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:
Summerdale Volunteer Fire Department
Attn: Chief Woody Kicklighter
Address: 502 West Lee St.
Summerdale, AL 36580

COUNTY:
Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last
as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

SUMMERDALE VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and Tensaw Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the Tensaw Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

Tensaw Volunteer Fire Department
Attn: Chief Darren Slaughter
Address: 64701 State HWY 59
Stockton, AL 36579

COUNTY:

Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

TENSAW VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Fire Department)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and White House Fork Volunteer Fire Department (hereinafter referred to as either "PROVIDER" or "VFD").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the White House Fork Volunteer Fire Department (PROVIDER) is a volunteer fire department as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama (1975), §9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VFD has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Fire Department.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and

PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment.** This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:
White House Fork Volunteer Fire Department
Attn: Chief Jeffery Johnson
Address: 11104 White House Fork Rd
Bay Minette, AL 36507

COUNTY:
Baldwin County Commission
C/O Chairman
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- XIV.** Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Fire Department (PROVIDER) services as defined in Code of Alabama (1975), §9-3-17, which provides fire protection to the citizens in its area.
- XV.** The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:
- a.** Subject to the conditions set out herein, the VFD shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VFD has limited resources and such services will be provided as those resources are available.
 - b.** The VFD may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In the event, the fire chief of VFD shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
 - c.** The Fire Chief of VFD shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
 - d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
 - e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
 - f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Fire Chief of the VFD or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VFD and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VFD does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VFD for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VFD shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last
as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER FIRE DEPARTMENT,
PROVIDER, VFD**

WHITE HOUSE FORK VOLUNTEER FIRE DEPARTMENT Date _____

By: _____ (Signature) _____ (Print Name)

Its: _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Rescue Squad)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and **Daphne Search and Rescue** Volunteer Rescue Squad (hereinafter referred to as either "PROVIDER" or "VRS").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the **Daphne Search and Rescue** Volunteer Rescue Squad (PROVIDER) is a volunteer rescue squad as defined in Code of Alabama (1975), including, but not limited to, §45-2-142.01, which provides rescue services to the citizens in its area, and which, under Code of Alabama (1975), including, but not limited to, §9-3-18 and §45-2-142.01 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VRS has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Rescue Squad.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said

services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: Daphne Search and Rescue
1707 6th Street
Daphne, AL 36526

COUNTY: Baldwin County Commission
C/O Chairman of County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

XIV. Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Rescue Squad (PROVIDER) services as defined in Code of Alabama (1975), including, but not limited to, §9-3-18 and §45-2-142.01, which provides rescue services to the citizens in its area.

XV. The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:

- a. Subject to the conditions set out herein, the VRS shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VRS has limited resources and such services will be provided as those resources are available.
- b. The VRS may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a rescue call in the area served by the VRS, or if conditions are unfit and unsafe for personnel. In the event, the Chief of VRS shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
- c. The Chief of VRS shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
- d. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- e. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- f. PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer rescue services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Chief of the VRS or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VRS and that any personnel of the VRS dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VRS and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VRS shall be solely responsible for all equipment and materials utilized by VRS, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VRS. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VRS does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VRS for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VRS shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE ATTEST:
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER RESCUE SQUAD,
PROVIDER, VRS**

Daphne Search and Rescue VRS Date _____

By: _____ (Signature) _____ Print Name

Its _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Rescue Squad)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and **Lower Alabama Search and Rescue Volunteer Rescue Squad** (hereinafter referred to as either "PROVIDER" or "VRS").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the **Lower Alabama Search and Rescue Volunteer Rescue Squad** (PROVIDER) is a volunteer rescue squad as defined in Code of Alabama (1975), including, but not limited to, §45-2-142.01, which provides rescue services to the citizens in its area, and which, under Code of Alabama (1975), including, but not limited to, §9-3-18 and §45-2-142.01 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VRS has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Rescue Squad.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said

services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: Lower Alabama Search and Rescue
P O Box 71
Lillian, AL 36549

COUNTY: Baldwin County Commission
C/O Chairman of County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

XIV. Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Rescue Squad (PROVIDER) services as defined in Code of Alabama (1975), including, but not limited to, §9-3-18 and §45-2-142.01, which provides rescue services to the citizens in its area.

XV. The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:

- a.** Subject to the conditions set out herein, the VRS shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VRS has limited resources and such services will be provided as those resources are available.
- b.** The VRS may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a rescue call in the area served by the VRS, or if conditions are unfit and unsafe for personnel. In the event, the Chief of VRS shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
- c.** The Chief of VRS shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
- d.** PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- e.** PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- f.** PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer rescue services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Chief of the VRS or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VRS and that any personnel of the VRS dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VRS and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VRS shall be solely responsible for all equipment and materials utilized by VRS, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VRS. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VRS does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VRS for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VRS shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE ATTEST:
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER RESCUE SQUAD,
PROVIDER, VRS**

Lower Alabama Search and Rescue VRS Date _____

By: _____ (Signature) _____ Print Name

Its _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES
(Volunteer Rescue Squad)**

This DISASTER ASSISTANCE AGREEMENT/CONTRACT FOR VOLUNTEER SERVICES, during and after emergencies affecting the County of Baldwin, Alabama, is made and entered into by and between the County of Baldwin, Alabama, acting by and through its governing body, the Baldwin County Commission, a political subdivision of the State of Alabama (hereinafter referred to as "COUNTY") and **North Baldwin Sheriff's Search and Rescue, Inc** Volunteer Rescue Squad (hereinafter referred to as either "PROVIDER" or "VRS").

WITNESSETH:

WHEREAS, pursuant to Code of Alabama (1975), §31-9-10, the COUNTY has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs; and

WHEREAS, additionally, as authorized by Code of Alabama (1975), §31-9-10, the COUNTY has appointed, interim or otherwise, a director of its local emergency management program (hereinafter referred to as "DIRECTOR") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the COUNTY; and

WHEREAS, as a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the COUNTY during and after an emergency, in the event that adequately responding to the emergency is beyond the resources of the COUNTY, the COUNTY, in consultation with the County Emergency Management Agency (hereinafter referred to as "COUNTY EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such emergency affecting citizens of the COUNTY, it is necessary and appropriate to enter agreements with certain volunteer organizations to provide additional assistance to the COUNTY and the COUNTY EMA as needed during and after an emergency; and

WHEREAS, the **North Baldwin Sheriff's Search and Rescue, Inc** Volunteer Rescue Squad (PROVIDER) is a volunteer rescue squad as defined in Code of Alabama (1975), including, but not limited to, §45-2-142.01, which provides rescue services to the citizens in its area, and which, under Code of Alabama (1975), including, but not limited to, §9-3-18 and §45-2-142.01 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public; and

WHEREAS, the VRS has expressed an interest in assisting the COUNTY, and the COUNTY EMA as necessary in the event of an emergency, and the COUNTY desires to retain PROVIDER to provide said services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as herein set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it is a duly certified Volunteer Rescue Squad.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Insurance. PROVIDER shall maintain a general liability policy of insurance and further maintain workers' compensation insurance as required by law.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said

services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract, if any.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIII.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: North Baldwin Sheriff's Search and Rescue, Inc
P O Box 295
Bay Minette, AL 36507

COUNTY: Baldwin County Commission
C/O Chairman of County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

XIV. Services to be Rendered and Timing Thereof. PROVIDER is retained by the COUNTY as a professionally-qualified provider of Volunteer Rescue Squad (PROVIDER) services as defined in Code of Alabama (1975), including, but not limited to, §9-3-18 and §45-2-142.01, which provides rescue services to the citizens in its area.

XV. The parties acknowledge and agree that PROVIDER shall provide the services hereunder upon the request of the DIRECTOR and/or the COUNTY. The general scope of work for the services will encompass:

- a. Subject to the conditions set out herein, the VRS shall, upon request of the DIRECTOR, provide the necessary personnel, equipment, and supplies to assist the COUNTY in necessary emergency work during and after an emergency affecting the COUNTY. It is hereby recognized that the VRS has limited resources and such services will be provided as those resources are available.
- b. The VRS may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a rescue call in the area served by the VRS, or if conditions are unfit and unsafe for personnel. In the event, the Chief of VRS shall advise the DIRECTOR whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.
- c. The Chief of VRS shall, within thirty (30) days following execution of this Agreement, provide the DIRECTOR with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this Agreement, and shall revise and update this listing as necessary.
- d. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- e. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- f. PROVIDER represents and warrants that its services shall be performed according to their own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer rescue services under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the County.

- a.** The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- b.** The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Coordination. Both parties agree that all arrangements regarding assistance shall be coordinated between the DIRECTOR and the Chief of the VRS or their duly appointed representatives, and that neither entity shall be responsible for any activities which are not approved by or coordinated between these individuals.

XVIII. Provider Employees Not County. Both parties agree that the responsibility for personnel lies solely with the VRS and that any personnel of the VRS dispatched to assist the COUNTY during and after an emergency shall be operating under the directions and supervision of the VRS and shall not in any manner be viewed as employees of the COUNTY nor the COUNTY EMA.

XIX. Provider Equipment. Both parties further agree the VRS shall be solely responsible for all equipment and materials utilized by VRS, and that, except for reimbursement for actual costs as provided herein, neither the COUNTY nor the COUNTY EMA shall be responsible for loss or damage to any equipment or materials utilized by the VRS. This provision shall in no way limit such reimbursement from any other source.

XX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, Provider shall discontinue its work to the extent specified in the notice.

XXI. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XXII. Direct Expenses. When the VRS does provide assistance to the COUNTY EMA under the terms of this agreement, the COUNTY shall reimburse the VRS for its actual costs incurred while providing assistance. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services. In the event of termination, the COUNTY shall pay Provider

for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination. The COUNTY will utilize, without limitation, State and Federal EMA guidelines when making the determinations of whether or not expenses are reimbursable.

- XXIII.** Method of Payment. In order to receive the reimbursement under any terms of this Agreement, the VRS shall provide the COUNTY with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the COUNTY. Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXIV.** Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period.
- XXV.** Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have neither anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXVI.** Amendments. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment, a new agreement shall be executed between the parties.
- XXVII.** Hold Harmless. PROVIDER shall fully indemnify and hold the COUNTY, its County Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COUNTY pursuant to this agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COUNTY enforcing, defending or complying with this agreement, or otherwise addressing or defending any actions or claims related in any way to this agreement. This provision shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last as written below.

**COUNTY OF BALDWIN, ALABAMA,
BALDWIN COUNTY COMMISSION,
A POLITICAL SUBDIVISION OF THE STATE ATTEST:
OF ALABAMA**

BILLIE JO UNDERWOOD, Chairman Date

ATTEST:

WAYNE DYESS, County Administrator Date

**VOLUNTEER RESCUE SQUAD,
PROVIDER, VRS**

North Baldwin Sheriff's Search and Rescue, Inc VRS Date _____

By: _____ (Signature) _____ Print Name

Its _____ (Title)

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman, and WAYNE DYESS, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Disaster Assistance Agreement/Contract for Volunteer Services, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the _____ day of _____, 2020.

Notary Public

My Commission Expires: _____