

STATE OF ALABAMA )

COUNTY OF BALDWIN )

**MEMORANDUM OF UNDERSTANDING (MOU)**  
(Between the Baldwin County Commission  
and the Town of Magnolia Springs)

WHEREAS, the State of Alabama law authorizes local governments to coordinate with each other to provide services, and

WHEREAS, the State of Alabama law and state policy also provides for certain reimbursements or financial aid to local governments for certain natural disasters or emergency conditions declared by the Governor and/or local states of emergency as declared by the Baldwin County Commission (a.k.a. County), and

WHEREAS, Baldwin County lies on the coast of the State of Alabama and as such, may experience destruction wrought by the impact of a hurricane landfall, severe weather spawning tornadoes as well as other natural and/or manmade disasters, and

WHEREAS, the Town of Magnolia Springs (a.k.a. the Town) is not equipped to effectively perform debris removal operations in the event of a disaster of whatever nature; and

WHEREAS, the Town and the County find it to be in the best interest of all citizens to establish understandings which will ultimately lead to a partnership in dealing with the effects of a disaster within the Town limits; and

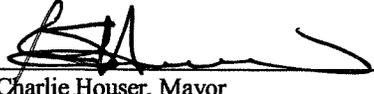
WHEREAS, it is anticipated that the Town and the County will adopt a separate Memorandum of Understanding regarding the County's assistance with debris removal.

NOW, THEREFORE, as part of their unified effort to address the aftermath of potential disasters within the Town of Magnolia Springs, the Town and the County, without binding one or the other, do nonetheless hereby seek to further clarify their relationship as follows:

1. In the event of both a disaster, which affects the Town, and the County's formal authorization to assist the Town in debris removal, the Parties will then consider the detailed terms by which the County will be reimbursed for all efforts associated with debris removal.
2. Should the Parties formalize their respective request and authorization for assistance, it is expected that said reimbursement will include, without limitation, all expenses related to clearance activities along with debris removal, debris collection, debris reduction and debris disposal activities.
3. Any aid rendered to the Town pursuant the anticipated County authorization, will be to the extent that the County determines the availability of personnel and other resources, which are NOT required for the minimum needs of the County, after consultation with the County Engineer.
4. Unless otherwise decided by the Parties, the County will be the legal applicant for any expenses eligible for reimbursement from either the state or federal government; therefore, the County will handle the necessary paperwork and monitoring related to the same. The Town will receive and pay invoices from the County for any and all expenses the County requires to be reimbursed.

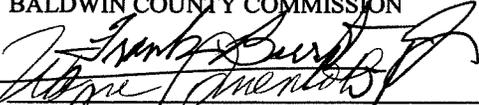
IN WITNESS WHEREOF, this Memorandum of Understanding has been duly executed by the parties subscribed below.

MAGNOLIA SPRINGS

  
\_\_\_\_\_  
Charlie Houser, Mayor

10/25/07  
Date

BALDWIN COUNTY COMMISSION

  
\_\_\_\_\_  
Wayne Gruenloh, Chairman

11/5/2007  
~~11/6/07~~  
Date

Frank Burt, Jr.