



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. FRANK BURT, JR.
2. CHRIS ELLIOTT
3. J. TUCKER DORSEY
4. CHARLES F. GRUBER

February 16, 2016

Chief Tony Lovell,
Baldwin County Fire Chiefs Association President
23100 McAuliffe Drive
Robertsdale, Alabama 36567

RE: Memorandum of Agreement with Baldwin County Fire Chiefs Association

Dear Chief Lovell:

The Baldwin County Commission, during its regularly scheduled meeting held on February 16, 2016, approved the *Memorandum of Agreement* between the Baldwin County Commission, through the Baldwin County EMA, and the Baldwin County Fire Chiefs Association (BCFCA), to allow the BCFCA to utilize the physical mailing address of the Baldwin County Emergency Operations Center to receive BCFCA correspondence.

Please find enclosed a **fully executed copy** of the *Memorandum of Agreement* for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-8502 or Reggie Chitwood, Emergency Management Agency Director, at (251) 972-6801.

Sincerely,

TUCKER DORSEY, Chairman
Baldwin County Commission

TD/met Item BE1

cc: Reggie Chitwood
John Frank
Sterling Grimes

ENCLOSURE

MEMORANDUM OF AGREEMENT
BETWEEN
THE BALDWIN COUNTY COMMISSION
AND
THE BALDWIN COUNTY FIRE CHIEF'S ASSOCIATION

WHEREAS, this Memorandum of Agreement (the "Agreement") is entered into by and between the Baldwin County Commission (the "County") and the Baldwin County Fire Chief's Association (the "Fire Chief's Association"). This Agreement is to establish procedures whereby the Fire Chief's Association will establish a mailing address utilizing the mailing address of the Baldwin County Emergency Management Agency (the "EMA").

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The County shall do the following:

a. The County will provide the Fire Chief's Association with the use of the physical mailing address of the Baldwin County Emergency Management Agency for the purpose of receiving official mail.

b. The County will provide the Fire Chief's Association with access to a mailbox whereby mail can be retrieved during normal EMA business hours.

c. The County will notify the Fire Chief's Association President by electronic mail or telephone call of a delivery attempt of certified mail or other mail where a signature is required. The EMA will not accept mail that requires a signature.

d. The County will notify the Fire Chief's Association President by electronic mail or telephone call of bulk mail or package delivery.

2. The Fire Chief's Association shall do the following:

a. The Fire Chief's Association agrees to pick up its mail at least twice a month during regular EMA business hours.

b. Indemnity and Hold Harmless. To the fullest extent allowed by law, the Fire Chief's Association shall indemnify, defend and hold Baldwin County, its Commissioners, officers, directors, agents, employees and representatives (collectively referred to in this Section as the "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Baldwin County, as a result of any entry upon County property or activity conducted by, or any act or omission of, the Fire Chief's Association or any Fire Chief's Association representative, employee, agent, or subcontractor arising out of the services provided pursuant to or related to this Agreement. This indemnity and hold harmless obligations shall survive the expiration or termination of this Agreement.

3. This Agreement shall be for a term of three years, unless otherwise terminated by the parties as set forth herein. Any party may cancel or terminate this Agreement by giving thirty (30) days written notice of such termination to the other party.

4. Amendments to this Agreement must be in writing and signed by both parties.
5. This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

BALDWIN COUNTY COMMISSION:

Signed: *J. Tucker Dorsey*
 J. Tucker Dorsey
 Chairman

Attest: *Ronald J. Cink*
 Ronald J. Cink
 County Administrator/Budget Director

Date: 2/16/16

Date: 2-16-2016



BALDWIN COUNTY FIRE CHIEF'S ASSOCIATION:

Signed: *Tony Lovell*
 Tony Lovell
 President

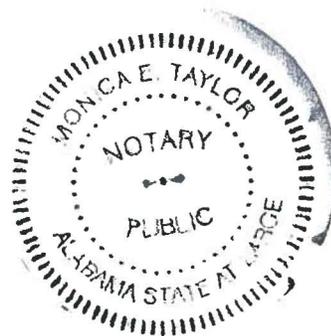
Date: 1-28-2016

STATE OF ALABAMA
 COUNTY OF BALDWIN

I, Monica E. Taylor, a Notary Public, in and for said County in said State, hereby certify that J. TUCKER DORSEY, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as County Administrator/Budget Director of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator/Budget Director of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the 16th day of February 2016.

Monica E. Taylor
 Notary Public, Baldwin County, Alabama
 My Commission expires: My Commission Expires 09/05/2016



STATE OF ALABAMA
COUNTY OF BALDWIN

I, Sterling Grimes, a Notary Public, in and for said County in said State, hereby certify that Tony Lovell, President of the Baldwin County Fire Chief's Association, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Fire Chief's Association.

Given under my hand and seal this the 28 day of January, 2016.

Sterling Grimes
Notary Public, Baldwin County, Alabama
My Commission expires: _____

