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

June 7, 2016

The Honorable John Koniar
Mayor
City of Foley
Post Office Box 1750
Foley, Alabama 36536

RE: Memorandum of Agreement for Emergency Management Support Facilities

Dear Mayor Koniar:

The Baldwin County Commission, during its regularly scheduled meeting held on June 7, 2016, approved the *Memorandum of Agreement* between the Baldwin County Commission and the City of Foley to establish Emergency Management Support Facilities.

This *Agreement* shall be effective upon full execution and shall continue until revoked by a ninety (90) days' notice in writing by either party to the other party, with or without cause of reason.

Please find enclosed a **fully executed original** *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) 972-6807.

Sincerely,

TUCKER DORSEY, Chairman
Baldwin County Commission

TD/met Item BC1

cc: Reggie Chitwood
John Frank
Jennie Guerry

ENCLOSURE

(BALDWIN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER M/F)

CITY OF FOLEY
APRIL 2016

MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
BALDWIN COUNTY COMMISSION
AND
CITY OF FOLEY CIVIC CENTER

SUBJECT: Establishment of Emergency Management Support Facility (EMSF).

The party furnishing the facility, THE CITY OF FOLEY, a MUNICIPALITY, and the Baldwin County Commission, by and through the Baldwin County Emergency Management Agency, hereby enter into this Agreement on the last date of execution by the parties as set forth below.

Whereas, Code of Alabama § 31-9-9, et seq., allows the Baldwin County Commission, by and through the Baldwin County Emergency Management Agency (BCEMA), to enter into agreements with other public and private agencies for reciprocal emergency management aid and assistance; and

Whereas, in an emergency event impacting or having the potential to impact Baldwin County, Alabama, local and regional infrastructure and emergency response organizations will be committed to providing the necessary resources and supporting strategies to effectively respond to a potential evolving event or to support the response to an actual event; and

Whereas, the existing local and regional critical infrastructure may also be compromised due to lack of adequate staff, equipment, facilities, and other resources due to the impacts and demands of the event; and

Whereas, resources from other counties and municipalities, the State of Alabama, the federal government, and the private sector may need to be quickly mobilized to augment local and regional emergency response resources and support the effective management of the event; and

Whereas, preparing for the logistical demands of an event necessitates the designation of Emergency Management Support Facilities throughout Baldwin County, Alabama, to effectively support preparation for and response to an event and to provide for public health and safety during an event; and

Whereas, anticipated logistical demands include the use of parking lots and large meeting rooms, as well as support facilities, including, but not limited to, the designation and operation of: Points of Dispensing for the dispensing of Strategic National Stockpile assets; staging areas for the receipt and dispatch of firefighting apparatus, law enforcement, and other emergency response vehicles and resources; points-of-distribution for basic commodities to survivors; emergency command and communications posts; and emergency shelters of last resort providing temporary relief from the elements for survivors and emergency response personnel.

Now, therefore, the parties agree as follows:

A. DESIGNATION. CITY OF FOLEY CIVIC CENTER (hereafter "facility") is hereby designated as an Emergency Management Support Facility (EMSF). The facility and property being more particularly described as set forth in Attachment 1.

B. NOTIFICATION. The party furnishing the facility will provide the BCEMA with the names and 24-hour-per-day/7-days-per-week contact information for no fewer than three individuals (herein referred to as the "key-holders") who have access to the facility and are authorized to open the facility and make it available for use as an EMSF. This information is listed on Attachment 1 to this Agreement. The EMSF shall be considered activated upon receipt by a key-holder of verbal notification of activation from the Director of the BCEMA or his designee.

C. ACTIVATION. The Director of the BCEMA or his designee shall activate the EMSF at the request of law enforcement, fire, public health, or other government officials or nongovernmental emergency preparedness organizations, upon determination that activation of the EMSF would be beneficial to ongoing emergency management activities or is pursuant to an agreement that provides for activation of the EMSF.

D. SELECTION. The utility of the EMSF to support the requirements of a specific event will be a function of the circumstances, needs, and requirements presented by that event, as well as the status of any other designated EMSF facilities should a potential need arise. Consequently, several facilities may be considered and alerted before final selection of a particular EMSF is made for a specific event. Facilities under consideration will be notified as soon as possible in regard to their potential use and availability as an EMSF. Special consideration will be taken concerning anticipated users of any activated EMSF and the accessibility of that facility to handicapped persons and persons of special needs as defined by applicable law. Use of the facility as an EMSF in a specific event will be mutually agreed upon by both parties to this Agreement. The party furnishing the facility agrees to disclose to the BCEMA via the key-holders listed in Attachment 1 any reservations or concerns regarding anticipated use as an EMSF upon receiving notification of activation or possible activation.

E. INTERRUPTION OF BUSINESS. Normal business operations at the facility may have to be modified or suspended entirely depending on the use and characteristics of the facility as well as the scope and associated demands of the event in order to accommodate the establishment and operation of the EMSF. The BCEMA will attempt to minimize the impact on normal business activities at the facility while operations associated with the EMSF are in progress. The party furnishing the facility agrees to modify or suspend normal business operations in support of EMSF operations in the event of an emergency requiring EMSF activation.

F. EMSF OPERATION. In the event the EMSF is activated for use as a point-of-dispensing (POD) for medications, vaccines, or other important medical supplies, the EMSF will be managed jointly by the BCEMA and the Alabama Department of Public Health (ADPH). In the

event the EMSF is activated for uses other than as a medical POD, the EMSF will be managed by the BCEMA or its designee. Staff support will be a combination of local, regional, state, federal, and private sector personnel. The party furnishing the facility will supply a site coordinator who will attend a training program should such a program be deemed necessary by ADPH and/or the BCEMA.

G. USE OF RESOURCES. The party furnishing the facility agrees to authorize the use of facility staff, equipment, and other associated resources only to the extent it is appropriate, safe, legal, and feasible to do so and only in the event such use has been requested by the BCEMA or its designee. This may include and is not limited to resources such as electricity, air conditioning, water, parking lots, office space, interior space, covered outdoor spaces, furniture, telecommunications equipment/services, computers, internet services, printers, and copying equipment. Facility staff, resources and associated resources will only be used with facility management authorization and oversight and will receive any appropriate and necessary orientation and training for tasks performed. The party furnishing the facility may deny access to specific space within the facility or on facility grounds or use of any facility resources or systems by outside agencies/organizations if facility management feels that such access or use may in any way compromise the operational integrity, safety and/or security of the facility and associated resources and systems or for any other reason.

H. COSTS. There shall be no cost for use of the facility lasting 24 hours or less and no reimbursement shall be sought by the party furnishing the facility.

For use extending beyond 24 hours, the party furnishing the facility shall document any and all reasonable and eligible costs associated with the operation of the EMSF incurred by the party furnishing the facility.

Reasonable and eligible costs include: compensation for any modifications or damages to the facility structure directly resultant from BCEMA's use of the facility; compensation or replacement of supplies and equipment consumed by BCEMA's use of the facility; and, facility use or rental fees directly related to and proportionate with BCEMA's use of the facility.

The party furnishing the facility is solely responsible for documenting all expenses, costs, or other eligible items for which it will seek reimbursement.

Any compensation or reimbursement for facility use or rental on a fee basis shall be calculated at or below the facility's established rate as offered to the general public.

Loss of facility use to support disaster operations or training initiatives is not an eligible cost and shall not be paid or reimbursed to the party furnishing the facility or to any person or entity who or which loses use of the facility. The party furnishing the facility is solely liable for any claims arising from third parties related to loss of use of the facility.

The party furnishing the facility shall submit an invoice for consideration and reimbursement through established channels.

The BCEMA Director may direct the party furnishing the facility to invoice a third party who will assume responsibility for facility costs; in that case, within 72 hours of activation of this agreement, the BCEMA Director or his designee shall instruct the party providing the facility as to the identity and address of the party to whom/which invoices should be submitted.

I. SECURITY. The BCEMA may coordinate security with local, state, and federal law enforcement officials, in addition to private security firms, for the duration of EMSF activation, if a need for enhanced security posture is determined to exist by the Director of the BCEMA or his designee.

J. TRAINING. The BCEMA may coordinate the occasional use of all or a portion of the EMSF, when feasible and convenient to do so, to test and exercise the use of the EMSF, in a manner that is mutually agreed upon by the parties.

K. DURATION OF AGREEMENT. This Agreement will continue until revoked by a ninety days' notice in writing by either party to the other party, with or without cause or reason.

L. REVIEW. A review of this Agreement will be conducted following any EMSF activation or within a two-year period after the effective date of this Agreement and every two years thereafter. Any mutually agreed-upon adjustments to this Agreement will be made in a timely manner. Any changes at the facility that may impact the execution of this Agreement will be conveyed to the primary contacts of this Agreement, as identified below, or their designees, as soon as possible for review and a determination if modification of this Agreement is required.

M. AMENDMENT OF AGREEMENT. This Agreement may be amended at any time by signature approval of the parties hereto, or parties' respective designees.

N. TERMINATION OF AGREEMENT. Either party may unilaterally withdraw at any time from the Agreement, except as stipulated above, by transmitting a signed statement to that effect to the other party. This Agreement shall be considered terminated ninety (90) days from the date the non-withdrawing party actually receives the notice of withdrawal from the withdrawing party.

O. LEGAL AND REGULATORY COMPLIANCE. To the extent that either party to this Agreement is subject to legal or regulatory constraints which would prohibit the party's participation in a specific transaction as anticipated by this Agreement, it will be the responsibility of the prohibited party to decline participation or withdraw from such transaction.

P. INDEMNIFICATION. Each party to this Agreement agrees to defend, indemnify, and save harmless the other party(s) and their successors, assigns, heirs, personal representatives, and their respective officers, employees, servants, and agents from (1) any and all claims or demands

whatsoever, including the costs, expenses and reasonable attorneys' fees incurred on account thereof, that may be made by anyone and/or any entity for damages for bodily injury, death, or damage to property; and (2) all court costs and reasonable attorney's fees and expenses incurred by the indemnified party in defending any claim or demand by anyone and/or any entity for any other damages; to the extent any such claim or demand in clauses (1) or (2) above is proximately caused by the negligent or wrongful acts, omissions, or willful misconduct of the indemnifying party or its subcontractors, or the officers, employees, servants, or agents of any of them (other than the officers, employees, servants, agents or subcontractors of the party seeking indemnification); and (3) any and all claims or demands whatsoever, including the costs, expenses and reasonable attorneys' fees incurred on account thereof, by the indemnifying party's officers, employees, servants, and/or agents under worker's compensation or similar acts. For all purposes, each party's officers, employees, servants, and/or agents shall be deemed to be employees of that party.

Q. LIMITATION OF LIABILITY. Code of Alabama § 31-9-16 addresses immunity from liability in the case of services rendered voluntarily and without compensation in support of emergency operations. In no event shall either party to this Agreement be liable to the other for incidental, indirect, special, or consequential damages of any kind, including lost profits or other economic loss (even if such party has been advised of the possibility of such damages), or (subject to paragraph H above) for any claim against another party hereto by any other person and/or entity, resulting from the services provided under this Agreement.

R. ASSIGNMENT. Neither party shall assign, subcontract, or otherwise transfer his, her, or its rights or obligations under this Agreement (other than to its affiliates) except with the prior written consent of the other party, and said consent will not be unreasonably withheld. Any attempted assignment not assented to in the manner as prescribed herein shall be void.

S. FORCE MAJEURE. No party hereto shall be liable for any failure to perform under this Agreement, or for any delay in performance hereunder, for any cause beyond his, her, or its reasonable control including, but not limited to, acts of God, wars, riots or insurrections, applicable laws, regulations, orders or other requirements of any court or governmental agency having jurisdiction, strikes or labor slowdowns, fires, floods, delays in transportation, or failures by either party's suppliers or other third parties.

T. PUBLIC INFORMATION. Any news release, public announcement, or advertisement to be released in connection with this Agreement and the subject matter herein shall have written concurrence from each party prior to release. The designation of a facility as an EMSF is not to be advertised publicly on any signage or publicly distributed promotional materials. It is expected that facility personnel will be made aware of EMSF designation to the extent determined appropriate by facility management in order to ensure effective and timely execution of this Agreement. Any release of public information regarding activation of the EMSF will be conducted using the Joint Information System in consultation with the Director of the BCEMA.

U. PRIMARY CONTACTS. The parties intend that the business under this Agreement shall be carried out in the most efficient manner possible. To that end, the parties intend to designate individuals who will serve as primary contacts between the parties. The parties intend that routine communications, between the parties pertaining to this Agreement, be made through the primary contacts or their designees. The designated primary contacts for each party are set forth in Attachment 1.

V. CAPACITY TO ENTER AGREEMENT. The persons executing this Agreement on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to execute this Agreement on behalf of the entity for which they sign.

Facility information:

CITY OF FOLEY CIVIC CENTER
P.O. BOX 1750, FOLEY, AL 36536 (407 EAST LAUREL AVENUE)
PHONE: 251-943-1545
FAX: 251-970-2144

For: CITY OF FOLEY (Party Furnishing the Facility)

By: _____ 4/5/2016

JOHN E. KONIAR, MAYOR DATE

For: BALDWIN COUNTY COMMISSION, by and through
BALDWIN COUNTY EMERGENCY MANAGEMENT AGENCY

By: _____

J. TUCKER DORSEY
CHAIRMAN Date

Attest:

_____
RONALD J. CINK
County Administrator

STATE OF _____

COUNTY OF _____

CITY OF FOLEY
APRIL 2016

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JOHN E KONIAR, whose name as MAYOR of THE CITY OF FOLEY, a MUNICIPALITY, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said MUNICIPALITY.

Given under my hand and official seal, this the 5th day of APRIL, 2016.

Victoria Southern

Notary Public, BALDWIN County, ALABAMA
My Commission Expires: JUNE 24, 2017

VICTORIA G. SOUTHERN NOTARY PUBLIC AT LARGE STATE OF ALABAMA

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Tucker Dorsey, whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal, this the 7th day of June, 2016.

Notary Public, Baldwin County, Alabama
My Commission Expires: 11/23/19

NOTARY PUBLIC ALABAMA STATE AT LARGE

CITY OF FOLEY
APRIL 2016

ATTACHMENT 1

Facility Primary Contact

JOSEPH A. BOUZAN
21396 WEST BOULEVARD
SILVERHILL, AL 36576
(251) 945-5706
JBOUZAN@CITYOFFOLEY.ORG

Facility Alternate Contact 1

RACHEL KEITH
13139 UNDERWOOD ROAD
SUMMERDALE, AL 36580
(251) 213-5108
RKEITH@CITYOFFOLEY.ORG

Facility Alternate Contact 2

PAM HARRIS
28929 PERDIDO BEACH BLVD.
THE YACHTMAN, UNIT 3B
ORANGE BEACH, AL 36561
(251) 978-1935
PHARRIS@CITYOFFOLEY.ORG

EMA Primary Contact

BALDWIN COUNTY EMA
23100 MCAULIFFE DRIVE
ROBERTSDALE, AL 36567
PHONE (251) 972-6807 – FAX (251) 580-1616

Legal Description and/or Location of the Property or Facility:

407 E. LAUREL AVENUE, FOLEY, AL 36535