MEMORANDUM OF UNDERSTANDING
AND
EQUIPMENT TRANSFER AGREEMENT
BETWEEN
THE ALABAMA PUBLIC HEALTH CARE AUTHORITY
AND
BALDWIN COUNTY EMERGENCY MANAGEMENT AGENCY

This Memorandum of Understanding and Equipment Transfer Agreement (the "**Agreement**") is made and entered into on the 13th day of February 2009, by and between **The Alabama Public Health Care Authority**, hereinafter referred to as the "**Authority**", and **Baldwin County Emergency Management Agency**, hereinafter referred to as the "EMA".

RECITALS

WHEREAS, the Authority is an Alabama public corporation formed pursuant to the provisions of The Health Care Authorities Act of 1982 and authorized by resolution of the County Commission of Monroe County, Alabama on November 21, 1995. In coordination with the Alabama Department of Public Health (the "Department"), the Authority promotes public health throughout the State of Alabama;

WHEREAS, the EMA is an agency of the State of Alabama which is charged by Alabama law, rules and regulations to administer policies and procedures and coordinate emergency responses of the agencies of the State of Alabama;

WHEREAS, pursuant to a separate memorandum of understanding dated the 16th day of May, 2008 the Authority acquired bus conversion kits from the Department to enable Emergency Preparedness agencies across the State of Alabama to manage any mass casualty event which results in evacuations of non-ambulatory patients;

WHEREAS, the Department and the Authority have jointly determined that the best method to protect the public health during a mass casualty event which results in evacuations of non-ambulatory patients is to transfer the equipment herein identified to the EMA and that such represents a public purpose and serves the greater public health interests of the people of the State of Alabama;

WHEREAS, the parties hereto have further determined that effective utilization of the bus conversion kit(s) for the public purposes described hereinabove necessitates that they be stored, exercised and maintained by the EMA, and

WHEREAS, the EMA and the Authority desire to memorialize the terms, conditions, and mutual obligations that comprise this Agreement.

NOW, THEREFORE, in consideration of the forgoing premises, and of the mutual promises and performances described herein below, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1) The Authority shall provide 8 bus conversion kit(s) to EMA. The rights, title, interests and responsibility for the equipment herein identified shall rest with the EMA, which shall account for and maintain the equipment in a manner herein below specified until the termination of this transfer agreement.

2) The Authority shall attach a sticker identifying the bus conversion kit(s) referenced herein with the following wording: "**ALABAMA EMERGENCY PREPAREDNESS PROGRAM** ". The parties hereto acknowledge this equipment is provided as part of the Alabama Public Health Emergency Preparedness Program and must be used and disposed of in accordance with the terms of this Agreement.

3) The EMA acknowledges and agrees that during the term of this agreement that it is solely responsible for the proper inspection and maintenance of the conversion bus kit(s) and shall pay any and all cost related or pertaining to any repairs, supplies and other operations costs.

4) The EMA agrees to perform training exercises with bus operators or maintenance staff so that the kit(s) are properly installed in buses. EMA further agrees to conduct a patient transport simulation as a part of its training exercise.

5) This Agreement shall be for a period of one year and shall be automatically renewed for successive one year periods until terminated in writing by either party upon thirty (30) days notice. Upon receipt or delivery of a termination notice, the EMA shall return the bus conversion kit(s) to the Authority or otherwise dispose of said equipment in any manner mutually agreed to by the parties.

6) In the event of a declared public health emergency by the State Health Officer that requires the use of this equipment, this Agreement may be suspended upon notice and the bus conversion kit(s) temporarily moved for use in another area to best meet the public need. When the emergency is over, the Agreement shall be reactivated upon return of the equipment to the EMA in good working order.

7) The EMA agrees to allow reasonable access to its premises to allow the Authority or its representative to assure compliance with this agreement.

The Alabama Public Health Care Authority

SIGNED: _____

Reuben E. Davidson
Secretary/Treasurer

DATE: 7/21/09

Address: 201 Monroe Street
Montgomery, Alabama 36104
Telephone: 334-206-2084

Baldwin County
Emergency Management Agency

SIGNED: _____

Leigh Anne Ryals,
Director
Baldwin County EMA

DATE: Aug 25, 2009

SIGNED: _____

DAVID E. BISHOP, Chairman
Baldwin County Commission

DATE: 09/01/2009

APPROVED:
Alabama Department of Public Health

_____

Donald E. Williamson, M.D.
State Health Officer

DATE: 8/04/09

APPROVED AS TO FORM AND
COMPLIANCE WITH APPLICABLE
RULES AND REGULATIONS
DEPT. OF PUBLIC HEALTH

JUL 29 2009

_____
OFFICE OF GENERAL COUNSEL