



**COUNTY COMMISSION
BALDWIN COUNTY**

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September 3, 2020

The Honorable Huey Hoss Mack
Sheriff of Baldwin County
310 Hand Avenue
Bay Minette, Alabama 36507

RE: Memorandum of Understanding between the Baldwin County Commission and the Baldwin County Sheriff's Office for the Provision of Food Services at the Baldwin County Regional Juvenile Detention Center

Dear Sheriff Mack:

Please find enclosed a **fully executed copy** of the *Memorandum of Understanding (MOU)* approved during the August 18, 2020, Baldwin County Commission meeting between the Baldwin County Commission and the Baldwin County Sheriff's Office regarding the provision of food services at the Baldwin County Regional Juvenile Detention Center.

The *Memorandum of Understanding* shall take effect on the date of its full execution and shall expire in twelve (12) months at which time it shall terminate; however, it may be renewed by mutual agreement between the Baldwin County Commission and the Baldwin County Sheriff's Office. Notwithstanding the aforementioned, the Baldwin County Commission or the Baldwin County Sheriff's Office may terminate the *Memorandum of Understanding* by written notification to the other at any time thereafter for any purpose.

If you have any questions or need further assistance, please do not hesitate to contact Ron Ballard, Juvenile Detention Center Director, at (251) 580-2540.

Sincerely,


MONICA ENGLISH
Assistant Administrative Services Manager
Baldwin County Commission

ME/vk Item BO3

cc: Ron Ballard

ENCLOSURE(S)

MEMORANDUM OF UNDERSTANDING

Baldwin County Commission
and
Baldwin County Sheriff's Office

This MEMORANDUM OF UNDERSTANDING is entered into between the Baldwin County Commission, the governing body of Baldwin County, Alabama, and the Baldwin County Sheriff's Office.

WHEREAS, the Baldwin County Commission and the Baldwin County Sheriff's Office have previously executed a Memorandum of Understanding pursuant to which the Baldwin County Sheriff's Office provides meals to the Baldwin County Regional Juvenile Detention Center;

WHEREAS, as of the effective date of this Memorandum of Understanding, the Baldwin County Sheriff's Office continues to provide meals to the Baldwin County Regional Juvenile Detention Center pursuant to said arrangement with the Baldwin County Commission;

WHEREAS, the Baldwin County Commission desires for the Baldwin County Sheriff's Office to continue to provide food services to the Baldwin County Regional Juvenile Detention Center for the benefit of the juveniles detained at the facility, and the Baldwin County Sheriff's Office desires to continue to do the same;

WHEREAS, the parties wish to execute a new Memorandum of Understanding pertaining to the provision of food services as set forth herein including for the primary provision of Breakfast, Lunch and Dinner Service on weekends, and additional food services would be for the provision of Breakfast, Lunch and Dinner Service for school holidays during the school year, summer break and emergency weather as set forth herein; and

WHEREAS, the Baldwin County Commission and the Baldwin County Sheriff's Office desire to execute this new Memorandum of Understanding to set forth and clarify the parties'

mutual understandings with respect to the provision of food services at the Juvenile Detention Center and the types of meals and the costs associated therewith.

NOW THEREFORE, in consideration of the parties' mutual understandings and obligations herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Baldwin County Commission and the Baldwin County Sheriff's Office hereby reduce their understandings to writing as follows:

1. **TERM.** This Memorandum of Understanding shall take effect on the date of full execution and shall extend until the expiration of twelve (12) months at which time it shall terminate; however, it may be renewed by mutual, written agreement executed by the Baldwin County Commission and the Baldwin County Sheriff's Office. Notwithstanding the aforementioned, the Baldwin County Commission or the Baldwin County Sheriff's Office may terminate this Memorandum of Understanding, with or without cause, by delivering written notification to the other.

2. **SERVICES.**

A) The Baldwin County Sheriff's Office shall provide food services to the Juvenile Detention Center Food which shall consist of providing Breakfast Service, Lunch Service, and Dinner Service to the Juvenile Detention Center five (5) days a week (Monday through Friday), with the exception of days that the Baldwin County Public Schools are closed. All meals supplied will be composed of nutritious foods that meet United States Department of Agriculture meal patterns and quantity requirements, as specified in the National School Lunch Program Regulations.

B) The Baldwin County Sheriff's Office shall provide the following type of primary meals to the Juvenile Detention at the following specified rate:

Breakfast Service at \$3.25 for each meal;

Lunch Service at \$3.25 for each meal;

Dinner Service at \$3.25 for each meal.

C) The Baldwin County Sheriff's Office shall provide the following types of meals only during school holidays during the school year, summer break and emergency weather situations and when determined and requested by the Baldwin County Commission's Juvenile Detention Director at the following specified rates:

Breakfast Service at \$3.25 for each meal;

Lunch Service at \$3.25 for each meal;

Dinner Service at \$3.25 for each meal.

D) The Baldwin County Sheriff's Office shall provide the Baldwin County Commission a monthly invoice promptly at the end of each month, and the Baldwin County Commission shall submit reimbursement to the Baldwin County Sheriff's office within thirty days of receipt of said invoice.

E) The Baldwin County Sheriff's Office shall ensure that all foods are within the safe temperature range, as specified by state and other applicable food safety and health regulations, when it leaves the Baldwin County Corrections Center kitchen or any other location from which the meals are provided.

F) In exchange for the benefit of the services described herein, the Juvenile Detention Center shall maintain all records associated with the services provided under this agreement.

G) The Baldwin County Regional Juvenile Detention Center shall provide the Baldwin County Sheriff's Office Corrections Center kitchen an adjusted meal count as the attendance varies from day to day.

H) The Juvenile Detention Center shall provide an adjusted meal count as the attendance varies from day to day to the Baldwin County Sheriff's Office Corrections Center kitchen.

3. **GENERAL UNDERSTANDINGS.**

A) This Memorandum of Understanding reflects the full and complete understanding of the Baldwin County Commission and the Baldwin County Sheriff's Office and may be modified or amended only by a document in writing executed by the Baldwin County Commission and the Baldwin County Sheriff's Office and executed with the same formality of this Memorandum of Understanding.

B) This document is not meant in any way to bind, or to be a contractual obligation of, either the Baldwin County Commission or the Baldwin County Sheriff's Office. The understandings outlined herein are provided for the general purposes of communicating the desires of the Baldwin County Commission and the Baldwin County Sheriff's Office.

C) This Memorandum of Understanding shall supersede and replace any other agreements previously approved regarding food services between the Baldwin County Commission and the Baldwin County Sheriff's Office.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this instrument as of the last date of their execution as written herein.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this instrument as of the last date of their execution as written herein.

BALDWIN COUNTY COMMISSION

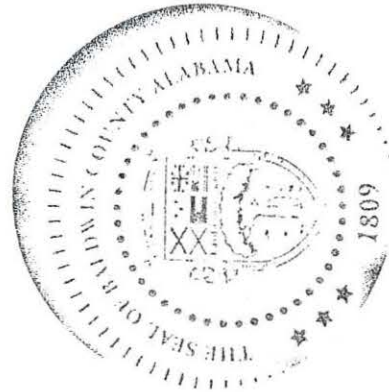
By: Billie Jo Underwood
BILLIE JO UNDERWOOD, Chairman

Date: September 1, 2020

ATTEST:

By: Wayne A. Dyess
WAYNE A. DYESS, County Administrator

Date: September 1, 2020



BALDWIN COUNTY SHERIFF'S OFFICE

By: 
HUEY "HOSS" MACK, SHERIFF

Date: August 19, 2020

ATTEST:

By: 
COL. ANTHONY LOWERY, Chief Deputy

Date: August 24, 2020