



## 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. JAMES E. BALL  
2. JOE DAVIS, III  
3. BILLIE JO UNDERWOOD  
4. CHARLES F. GRUBER

June 21, 2022

Ms. Dawn Biggs  
Volunteer Coordinator Program Assistant  
Retired and Senior Volunteer Program  
Post Office Box 400  
Daphne, Alabama 36526

**RE: Memorandum of Understanding with Retired and Senior Volunteer Program for Assisting Baldwin County Emergency Management Agency**

Dear Ms. Biggs:

The Baldwin County Commission, during its regularly scheduled meeting held on June 21, 2022, took the following actions:

- 1) Approve the *Memorandum of Understanding (MOU)* between the Baldwin County Commission and Retired and Senior Volunteer Program (RSVP) to provide volunteers to assist the Baldwin County Emergency Management Agency (BCEMA) staff when needed during activations, events, and meetings. The term of this MOU shall commence on the date of full execution and be effective for twelve (12) months unless cancelled by either party; and
- 2) Approve the use of the *Waiver, Assumption of Risk, and Indemnity Agreement* form for volunteers to execute when assisting with the BCEMA at events, meetings, and during activations.

Enclosed is a **fully executed original** MOU for your file.

If you have any questions or need further assistance, please do not hesitate to contact me or Zach Hood, EMA Director, at (251) 937-0264.

Sincerely,



JAMES E. BALL, Chairman  
Baldwin County Commission

JB/clc Item BK1

cc: Zach Hood  
Danon Smith  
Amanda Thweatt

ENCLOSURE(S)



# MEMORANDUM OF UNDERSTANDING (MOU)

Baldwin County

VOLUNTEER STATION: EMERGENCY MANAGEMENT AGENCY  
 STATION ADDRESS: 23100 McAuliffe Drive  
 Robertsdale, AL 36567  
 STATION PHONE #: (251) 990-4605

This memorandum contains an outline of necessary provisions applicable to both the RSVP program and the Volunteer Station:

A. The Volunteer Station will:

1. Designate a coordinator to serve as liaison with RSVP office.  
Coordinator's Name: Amanda Thweatt /Dannon Smith
2. Religious/Political Activities: The Volunteer Station will not request or assign RSVP volunteers to conduct or engage in religious, sectarian or political activities.
3. Displacement of Employees: The Volunteer Station will not assign RSVP volunteers to any assignment which would displace employed workers or impair existing contracts for services.
4. Maintain an RSVP file with a copy of this agreement and copies of volunteer position description for each RSVP volunteer.
5. Assure and instruct volunteer(s) about health and safety procedures for this station.
6. In consultation with RSVP staff, make investigation and reports regarding accidents and injuries involving any RSVP volunteer(s).
7. Provide adequate orientation, in-service instruction, or special training for the volunteer(s).
8. Furnish volunteer(s) with any material required for an assignment.
9. Collect and validate volunteer(s) signed time sheet by the end of each month.
10. Have the right to request removal of a volunteer(s) from service.
11. Provide some kind of support for the volunteer(s).
  - a. Recognition (cards, awards, parties, luncheons, etc.)
  - b. Special Parking Area
  - c. Meal
  - d. Other

B. The Retired and Senior Volunteer Program will:

1. Provide necessary information to Volunteer Station staff prior to placement of volunteer(s) and at other times as the need arises.
2. Review acceptability/accessibility of volunteer(s) assignments and refer interested volunteer(s) to Volunteer Station.
3. Furnish time sheets for recording volunteer(s) hours.
4. Furnish copies of volunteer position description to Volunteer Station and RSVP file.
5. Furnish adequate accident, public and excess automobile liability insurance coverage as required by program policy.
6. Regularly confer with Volunteer Station to assess progress and needs of the program and volunteer(s).
7. Withdraw volunteer(s) from Volunteer Station upon volunteer(s), Volunteer Station or program request.
8. Understand this Memorandum of Understanding is good for one year from date on this form.

C. Special Provisions

1. This memorandum may be amended at any time by the parties.
2. A signed copy of the Memorandum of Understanding will be supplied to the appropriate office.
3. Neither volunteer(s) nor beneficiaries served will be discriminated against on the basis of handicap regarding employment or volunteer service practices, building/site access for program or the workstation programs or activities. No one will be denied opportunities on the basis of sex, color, race, creed, national origin, religious persuasion, marital status or political belief.

By signing this MOU, the Volunteer Station Representative certifies that the Volunteer Station is a:

- Public non-profit organization
- Private non-profit organization
- Proprietary health care agency

\_\_\_\_\_  
Volunteer Station Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
RSVP Project Director or Volunteer Coordinator

\_\_\_\_\_  
Date

NOTARY PAGE

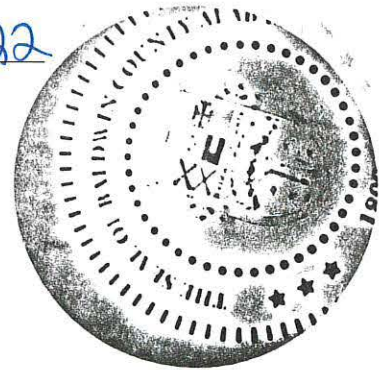
IN WITNESS THEREOF, the Parties hereto have executed this Memorandum of Understanding (MOU) effective on the last date that the same is fully executed by the Parties as herein written.

County:

*[Handwritten signature]*

James E. Ball, Chairman

Date 06/21/2022



STATE OF )

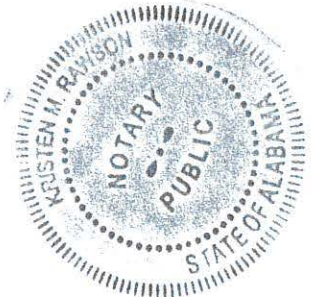
COUNTY OF )

I, KRISTEN M. RAWSON a Notary Public in and for said County, In said State, hereby certify that JAMES E. BALL, Whose name as Chairman, and as the duly authorized Representative of the Baldwin County Commission is signed to the foregoing Memorandum of Understanding (MOU), who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal, this the 21<sup>st</sup> day of June, 2022.

*[Handwritten signature]*  
Notary Public

My Commission Expires December 28, 2024



**RSVP:**

Dawne E. Biggs 6/13/2022  
RSVP Representative Date

STATE OF Alabama )

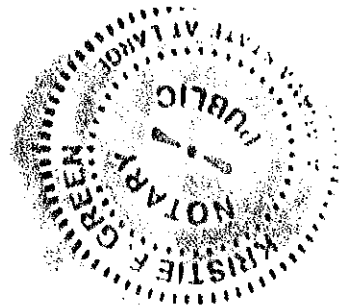
COUNTY OF Baldwin )

I, Kristie F. Green a Notary Public in and for said County, in said State, hereby certify that Dawne E. Biggs, whose name as Volunteer Coordinator and as the duly authorized Representative of the SARVP is signed to the foregoing Memorandum of Understanding (MOU), who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal, this the 13<sup>th</sup> day of June, 2022.

Kristie F. Green  
Notary Public

My Commission Expires: 5-29-2023



## WAIVER, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

I, the undersigned participant, hereby sign this Waiver, Assumption of Risk and Indemnity Agreement (the "Agreement") in favor of the Baldwin County Emergency Management Agency ("BCEMA") and the Baldwin County Commission, a political subdivision of the State of Alabama (the "Commission") on behalf of myself, my personal representatives, heirs, administrators and assigns.

1. Release and Indemnity. In consideration of my participation as a volunteer with the Baldwin County EMA through the Retired and Senior Volunteer Program, I waive and release all claims and causes of action against Baldwin County, Baldwin County Emergency Management Agency, the Baldwin County Commission, and their respective officers, agents, and employees, and agree to indemnify and hold harmless Baldwin County, Baldwin County Emergency Management Agency, the Baldwin County Commission, and their respective officers, agents, and employees, from and against all claims, including attorney fees, for any personal injury, temporary or permanent disability, including death, real or personal property loss, real or personal property damage, economic loss and/or other damages, of any kind related to or arising out of my participation as a volunteer with the Baldwin County EMA through the Retired and Senior Volunteer Program, due to any cause whatsoever, including, without limitation, negligence on the part of BCEMA, exposure to COVID-19 or any future global pandemic or otherwise, while participating as a volunteer with the Baldwin County EMA through the Retired and Senior Volunteer Program. I further acknowledge that the release of liability and indemnity obligations described herein shall not expire.

2. Voluntary Participation and Assumption of Risks. I understand and agree that my participation as a volunteer with the Baldwin County EMA through the Retired and Senior Volunteer Program is voluntary. I further understand and voluntarily assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation *as a* volunteer with the Baldwin County EMA through the Retired and Senior Volunteer Program.

3. Identification of Risks. I understand that COVID-19, or likewise, any future global pandemic, poses a hazard to the health, safety, and welfare of the general public and that it is an extremely contagious disease, which can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and individuals with underlying medical conditions are especially vulnerable to COVID-19. An inherent risk of exposure to COVID-19 exists in all public places, even outdoors, where one is interacting or in close proximity to other persons which may occur while participating in the Volunteer Program. Given the close proximity of persons while volunteering, compliance with recommended social distancing standards may be difficult or not possible. All volunteers should keep each other healthy by wearing a mask at all times and staying home if he/she feels sick or has been exposed to someone with COVID-19.

4. Severability and Applicable Law. Each term and provision of this instrument shall be valid and enforced separately to the fullest extent permitted by law. This instrument shall be

governed and construed in accordance with the laws of the State of Alabama, with proper venue for any action lying in Baldwin County.

5. Acknowledgment of Understanding. I have read this Waiver and Indemnity Agreement and understand the terms used in it and their legal significance and acknowledge that the waiver and indemnity described herein is voluntarily given. My signature on this document is intended to bind not only myself, but also my successors, heirs, representatives, administrators, and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument effective the date set forth below.

Participant: In exchange for being allowed to participate as a volunteer at BCEMA in Baldwin County, through the Retired and Senior Volunteer Program, I verify that I fully understand, agree to, and accept all provisions of this Waiver, Assumption of Risk, and Indemnity and agree to observe all safety rules and procedures implemented by the BCEMA and the Baldwin County Commission.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Printed Name of Participant