

MEMORANDUM OF UNDERSTANDING

Baldwin County Commission and Baldwin County Board of Education

This Memorandum of Understanding is made and entered into by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama (hereinafter referred to as "Baldwin County Commission"), and the Baldwin County Board of Education (hereinafter referred to as "Baldwin County Board of Education").

WHEREAS, the Baldwin County Board of Education has provided meals for the Baldwin County Regional Juvenile Detention Center since September 12, 2016, such arrangement continuing today; and

WHEREAS, the Baldwin County Commission desires for the Baldwin County Board of Education to continue providing food services to the Baldwin County Regional Juvenile Detention Center for the juveniles detained at the facility, said food services remaining the primary provision of Breakfast Service, Lunch Service, and Dinner Service five (5) days a week (Monday through Friday), with the exception of days that the Baldwin County Public Schools are closed, as set forth herein; and

WHEREAS, the Baldwin County Commission and Baldwin County Board of Education understand the types of meals and the costs associated therewith; and

WHEREAS, the Baldwin County Commission and Baldwin County Board of Education wish to execute a Memorandum of Understanding pertaining to the provision of food services as set forth herein.

NOW, THEREFORE, the Baldwin County Commission and Baldwin County Board of Education do 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 only until the expiration of twelve (12) months at which time it shall terminate; however, it may be renewed by mutual agreement by the Baldwin County Commission and Baldwin County Board of Education. Notwithstanding the aforementioned, the Baldwin County

Commission or Baldwin County Board of Education may terminate this Memorandum of Understanding by written notification to the other at any time for any purpose.

2. **SERVICES:**

A) The Baldwin County Board of Education shall provide food services to the Baldwin County Regional Juvenile Detention Center, which is located at 43405 Nicholville Road, Bay Minette, Alabama. 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 Board of Education shall provide the following type of primary meals at the specified rate:

Breakfast Service at \$2.25 each meal

Lunch Service at \$4.00 each meal

Dinner Service at \$ 4.00 for each meal

C) The Baldwin County Board of Education shall provide the Baldwin County Commission a monthly invoice promptly at the end of each month.

D) The Baldwin County Board of Education shall ensure that all foods are within the safe temperature range, as specified by state health regulations, when they leave the Baldwin County High School kitchen.

E) Reimbursement shall be made to the Baldwin County Board of Education by the Baldwin County Commission on a monthly basis.

F) The Baldwin County Regional Juvenile Detention Center shall maintain any necessary records associated with the subject services.

G) The Baldwin County Regional Juvenile Detention Center shall provide the Baldwin County High School kitchen an adjusted meal count as the attendance varies from day to day.

3. **GENERAL UNDERSTANDINGS:**

- A) This Memorandum of Understanding reflects the full and complete understanding of the Baldwin County Commission and Baldwin County Board of Education and may be modified or amended only by a document in writing executed by the Baldwin County Commission and Baldwin County Board of Education hereto 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 Baldwin County Board of Education. The understandings outlined herein are provided for the general purposes of communicating the desires of the Baldwin County Commission and Baldwin County Board of Education hereto.
- C) This Memorandum of Understanding shall supersede and replace any other agreements previously approved regarding food services between the Baldwin County Commission Juvenile Detention Center and the Baldwin County Board of Education.

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: Charles F. Gruber 19-10-19
CHARLES F. GRUBER, Chairman Date

ATTEST:

By: Wayne A. Dyess 8/26/19
WAYNE A. DYESS Date
County Administrator

BALDWIN COUNTY BOARD OF EDUCATION

By: Eddie Tyler 8/26/2019
EDDIE TYLER, Superintendent Date

ATTEST:

By: Louise Coe 8/26/19
Louise Coe, Adm. Asst. Date
Print name/title