



## 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

August 4, 2020

Ms. Julie McGee  
South Alabama Regional Planning Commission  
Area Agency on Aging  
Post Office Box 1665  
Mobile, Alabama 36633

**RE: Memorandum of Understanding between South Alabama Regional Planning Commission Area Agency on Aging and the Baldwin County Commission (Emergency Management Agency)**

Dear Ms. McGee:

The Baldwin County Commission, during its regularly scheduled meeting held on August 4, 2020, approved and authorized the **enclosed Memorandum of Understanding (MOU)** between the South Alabama Regional Planning Commission (SARPC) Area Agency on Aging and the Baldwin County Commission Emergency Management Agency. This *MOU* provides a mechanism for Baldwin County through its EMA and SARPC/AAA to partner and support the citizens of Baldwin County during natural and manmade disaster. This *MOU* shall become effective upon signature by the authorized official from parties and will remain in effect until modified or terminated by any one of the parties by mutual consent.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-8515 or Zach Hood, Emergency Management Agency Director at (251) 972-6801.

Sincerely,

BILLIE JO UNDERWOOD, Chairman  
Baldwin County Commission

BJU/me Item BK2

cc: Zach Hood  
Scott Wallace

ENCLOSURE(S)

## Memorandum of Understanding

Between South Alabama Regional Planning Commission/

Area Agency on Aging and

Baldwin County Emergency Management Agency

This Memorandum of Understanding (MOU) set forth the understanding between South AL Regional Planning Commission/Area Agency on Aging and the Baldwin County Commission to coordinate activities in the event of a disaster or emergency.

### I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define the working relationship between Baldwin County Emergency Management Agency (hereinafter "Baldwin County EMA") and the South Alabama Regional Planning Commission /Area Agency on Aging (hereinafter "SARPC/AAA"), in preparing for, responding to, and recovering from disasters. This MOU provides the broad framework for cooperation and support between the Baldwin County Emergency Management Agency and the SARPC/AAA in assisting individuals, families, and communities who have been impacted by disaster. It also provides the descriptions of readiness and response activities, such as planning, training, exercising, and resourcing, and the clarification of roles and responsibilities of the Baldwin County Emergency Management Agency and the SARPC/AAA to the community and other agencies.

### II. Cooperative Actions

While working cooperatively, each party will maintain its own identity, policies, procedures, standard operating guidelines, and financing. Each party will assume liability and medical costs for its personnel.

Baldwin County Emergency Management Agency recognizes the authority assigned to emergency management officials and will share operating plans, priorities, and objectives with the delegated emergency management staff.

SARPC/AAA recognizes that Baldwin County Emergency Management Agency has partner organizations with specialized abilities in assisting communities during and after domestic disasters, and, when activated, authorizes and will support and coordinate with Baldwin County Emergency Management Agency in the execution of these duties.

- a. Explore ways to align business and operational processes and programs across the disaster cycle in an effort to make a more seamless disaster preparedness, response, and recovery experience for residents of the jurisdiction.
- b. Maintain close coordination, liaison, and support at all levels with conferences, meetings, and other means of communication. Include a representative of the other party in appropriate committees,

planning groups and task forces formed to prepare for, respond to, and recover from disasters and other emergencies.

c. Work together to develop plans and to secure resources to facilitate delivery of services to people with disabilities and/or functional and access needs before, during, and/or after a disaster.

d. During the times of disaster and readiness, keep the public informed of the parties' cooperative efforts through the public information officers of Baldwin County Emergency Management Agency and SARPC/AAA. During disasters and emergencies, keep each other informed of the human needs created by the events and the services they are providing. Throughout the disaster cycle, share current data regarding disasters, to include risk and hazard impact analysis, statistical information, social media verifications, historical information, emerging needs and trends, damage assessments, disaster declarations, and service delivery plans. Actively seek to determine other areas, projects, and services within the scope of Baldwin County Emergency Management Agency and SARPC/AAA where cooperation and support will be mutually beneficial with jointly defined goals and objectives.

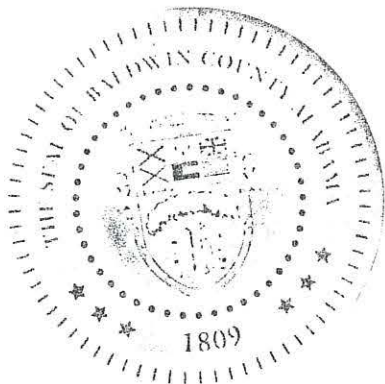
III. Miscellaneous

This MOU does not create a partnership or a joint venture and does not create any financial commitments from one party to the other. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty. Entering into this memorandum of understanding does not preclude either party from entering into similar agreements with other parties and does not affect other agreements already in place.

IV. Duration Term and Termination.

This MOU is at-will and may be modified by mutual consent of authorized officials from the Parties. This MOU shall become effective upon signature by the authorized official from Parties and will remain in effect until modified or terminated by any one of the Parties by mutual consent.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement effective as of the day and year first herein written.



**COUNTY:**

*Billie Jo Underwood 8/4/2020*

Billie Jo Underwood-Chairman Date

Baldwin County Commission

ATTEST:

*Wayne Dyess*

Wayne Dyess

*8/4/2020*

County Administrator

South AL Regional Planning  
Commission/Area Agency on Aging:

*John F. Rhodes* *6/25/20*

John F. Rhodes  
Executive Director

Date

SARPC/AAA

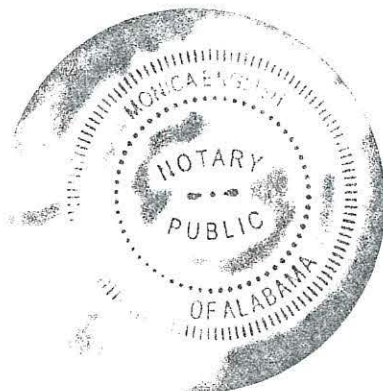
STATE OF ALABAMA

COUNTY OF BALDWIN

I, a Notary Public in and for said County, in said State, hereby certify that

*Billie Jo Underwood*, whose name as <sup>*Chairman*</sup> Superintendent of the Baldwin County <sup>*Commission*</sup> Board of Education and as the duly authorized representative for the ~~School Board~~ is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, <sup>*she*</sup> he, 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 *4th* day of *August*, <sup>*2020*</sup> 2019.



*Monica English*

Notary Public

My Commission Expires:

My Commission Expires May 5, 2024