



COUNTY COMMISSION BALDWIN COUNTY

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January 19, 2021

Ms. Deann Servos, Director
Prodissee Pantry, Inc.
9315 Spanish Fort Boulevard
Spanish Fort, Alabama 36527

RE: Memorandum of Understanding (MOU) Between Prodissee Pantry and the Baldwin County Commission

Dear Ms. Servos:

Please find enclosed a **fully executed copy** of the *Memorandum of Understanding (MOU)* between the Baldwin County Commission and Prodissee Pantry approved during the December 15, 2020 meeting. This *Memorandum of Understanding (MOU)* is intended to define the responsibilities of the Baldwin County Commission to coordinate and address public concern and consideration for public assistance activities, to include emergency food source needs for the public; and of Prodissee Pantry as a private non-profit provider of public assistance in the form of emergency food with respect to States of Local Emergency with the potential to become Federally Declared Disasters.

This *MOU* 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 Prodissee Pantry. Notwithstanding the foregoing, the Baldwin County Commission may terminate this *MOU* by written notification to Prodissee Pantry at any time for any purpose.

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

Sincerely,

MONICA ENGLISH
Assistant Administrative Services Manager
Baldwin County Commission

ME/clc Item BK1

cc: Zach Hood
Danon Smith
Cian Harrision
Ron Cink

ENCLOSURE(S)

MEMORANDUM OF UNDERSTANDING

Baldwin County Commission
and
Prodisee Pantry, Inc.

This Memorandum of Understanding is made and entered into between the Baldwin County Commission, the governing body of Baldwin County, Alabama (hereinafter referred to as the Baldwin County Commission), and Prodisee Pantry, Inc, an Alabama non-profit corporation (hereinafter referred to as "Prodisee Pantry").

WHEREAS, the Baldwin County Emergency Management Agency (EMA) was established as a Department of the Baldwin County Commission, in part, to coordinate the efforts of volunteer agencies to assist citizens of Baldwin County (hereinafter referred to as "the County");

WHEREAS, Prodisee Pantry is a non-profit, community ministry which provides emergency food and disaster relief within Baldwin County; and

WHEREAS, the Baldwin County Commission, through its EMA, and Prodisee Pantry desire to establish a collaborative partnership in responding to the community's need for food during states of local emergency with the potential to become Federally Declared Disasters based on the following terms:

1. **INTENT.** This Memorandum of Understanding ("MOU") is intended to define the responsibilities of the Baldwin County EMA for coordinating public assistance and of Prodisee Pantry as a private non-profit provider of public assistance with respect to states of local emergency with the potential to become Federally declared disasters. The obligations of the parties hereto are subject to and governed by the terms and conditions of this MOU and shall pertain solely to the community's need for food during states of local emergency as determined by the Baldwin County Commission.
2. **TERM.** This MOU 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 Prodisee Pantry. Notwithstanding the foregoing, the Baldwin County Commission may terminate this MOU by written notification to Prodisee Pantry at any time for any purpose.
3. **SERVICES.** Prodisee Pantry shall provide food services to the public for the benefit of citizens of Baldwin County during states of local emergency with the potential to become Federally declared disasters.

4. GENERAL UNDERSTANDINGS.

a. This MOU reflects the full and complete understanding of the Baldwin County Commission and Prodissee Pantry and may be modified or amended only by a document in writing executed by the Baldwin County Commission and Prodissee Pantry hereto and executed with the same formality of this MOU.

b. Prodissee Pantry agrees to defend, indemnify, and hold harmless the Baldwin County Commission, from any and all manner of claims, demands, actions, causes of actions, rights, damages, costs, or any other liability arising out of or resulting from performance related to this MOU.

c. Except as otherwise specified in this MOU, this document is not meant in any way to bind, or to be a contractual obligation of, either the Baldwin County Commission or Prodissee Pantry. The understandings outlined herein are provided for the general purposes of communicating the desires of the Baldwin County Commission and Prodissee Pantry.

d. This MOU shall supersede and replace any other agreements previously approved regarding the provision of food services to the public between the Baldwin County Commission and Prodissee Pantry.

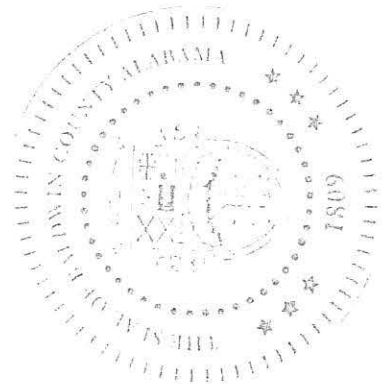
BALDWIN COUNTY EMA

By: Joe Davis III, 1/19/2021
Joe Davis, III, Chairman Date

ATTEST:

By: _____ / 1/19/2021
Date

Wayne A. Dyess
Wayne A. Dyess, County Administrator



PRODISEE PANTRY, INC.

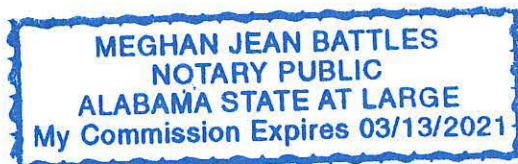
By: [Signature] / 1-4-21
Deann Servos, Director Date

ATTEST:

By: Meghan Battles / 1/4/21
Date

Meghan Battles / Branch Manager
Print name/title

Subscribed and sworn to before me in my presence, this 4th day of January 2021, a Notary Public in/and for the County of Baldwin, State of Alabama



Meghan Battles
(Signature) Notary Public

My commission expires 3/13/21