

## **Memorandum of Understanding Between**

### **The Alabama Law Enforcement Agency and The Baldwin County Commission**

This Agreement is made and entered into by and between the Alabama Law Enforcement Agency ("ALEA") and the Baldwin County Commission ("Baldwin County") in furtherance of their respective interests in providing adequate driver license services to the citizens of Baldwin County, Alabama. The parties agree as follows:

ALEA agrees to assign a minimum of one ALEA driver license employee to the Oak Street Complex located at 203 Oak Street, Bay Minette, Alabama 36507;

Baldwin County agrees to provide office space in Oak Street Complex equipped with office desks, office chairs, lobby chairs, a dedicated phone line connected to the existing Baldwin County phone system, utilities, custodial services, designated parking, road signage and access to employee facilities such as restrooms and break areas. Baldwin County also agrees to allow ALEA access and permission for ALEA to install a dedicated, independent, and secure internet connection supporting ALEA's driver license computer stations. Baldwin County will be responsible for internal building wiring and data jacks in support of the dedicated ALEA connection.

ALEA agrees to provide one fully equipped computer driver license station, one fully equipped eye exam machine, and three online driver testing stations.

The parties understand that they are, and shall remain, separate and distinct entities. The relationship between the parties is purely contractual in nature. ALEA employees shall remain, at all times, employees of ALEA, under ALEA's direction and control, and subject to all applicable ALEA personnel policies and procedures. Baldwin County employees shall remain, at all times, employees of Baldwin County, under Baldwin County's direction and control, and subject to all applicable Baldwin County personnel policies and procedures.

This Agreement shall become effective upon its execution for a period of no more than five (5) years, running from August 5, 2020, through August 5, 2025.

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

This Agreement is subject to the appropriation of funds sufficient for ALEA to fulfill its contractual obligations; the Agreement will be subject to termination if such funds cease to be available. Should funding or service requirements relative to this Agreement be altered, the Agreement may be amended accordingly. In the event of the proration of the fund from which payment or provision of services under any agreement is to be made, that agreement will be subject to termination. ALEA will use its best efforts to secure sufficient appropriations to fund any executed agreement. Obligations of ALEA under any executed agreement will cease immediately, however, without penalty, if the Alabama Legislature fails to make an appropriation sufficient to meet such obligations. ALEA will determine whether amounts appropriated are sufficient. ALEA will give Baldwin County notice of insufficient funding as soon as practicable after ALEA becomes aware of the insufficiency.

For any and all disputes arising under the terms of this Agreement, the parties agree, in compliance with the recommendations of the Governor and the Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing, where appropriate, mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

This Agreement may not be assigned by either party without the prior written consent of the other party.

This Agreement constitutes the entire and only Agreement between the parties relating to the projects described herein, and all prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

For the convenience of the parties, this Agreement may be executed by facsimile or PDF signature and in counterparts, each of which shall be deemed an original and all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, ALEA and Baldwin County execute this Agreement by their respective duly authorized officers on the date and year hereinafter written.

Hal Taylor  
Hal Taylor, Secretary  
Alabama Law Enforcement Agency

8/5/2020  
Date

Billie Jo Underwood

August 4, 2020  
Date

Print Name: Billie Jo Underwood

Title: Chairman

Approved as to Form:

SD ALEA Counsel

