



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. MATTHEW P. MCKENZIE
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

June 4, 2024

South Alabama Regional Planning Commission
Area Agency on Aging
Attn: Ms. Vivian Lea Barton
Post Office Box 1665
Mobile, Alabama 36633

RE: **Memorandum of Understanding with SARPC/Area Agency on Aging for Disaster Preparedness**

Dear Ms. Barton:

The Baldwin County Commission, during its regularly scheduled meeting held on June 4, 2024, approved and authorized a *Memorandum of Understanding* between South Alabama Regional Planning Commission / Area Agency on Aging and the Baldwin County Commission (Emergency Management Agency) for a partnership to support citizens of Baldwin County during natural or manmade disasters.

This *MOU* is continuous until either party terminates by written notification at any time and for any reason or for no reason.

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

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

Sincerely,

BILLIE JO UNDERWOOD, Chairman
Baldwin County Commission

BJU/clc Item CK1

cc: Tom Tyler
Danon Smith
Amanda Thweat

ENCLOSURE(S)

Memorandum of Understanding (MOU) Between the Baldwin County Commission and the South Alabama Regional Planning Commission/Area on Aging

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 the Baldwin County Commission, and its Emergency Management Agency, have 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.

1. Explore ways to align business and operational processes and programs across the disaster cycle to make a more seamless disaster preparedness, response, and recovery experience for residents of the jurisdiction.
2. 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.
3. 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.

4. 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.

5. During disasters and emergencies, keep each other informed of the human needs created by the events and the services they provide. 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. Periodic Review

The parties will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU, and revise and develop new plans or goals, as appropriate. Both parties shall notify the other if primary points of contact change.

IV. Term and Termination.

This MOU is continuous until either party terminates by written notification at any time and for any reason or for no reason.

V. 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.

Signature Pages to Follow

County:

Billie Jo Underwood 06/04/2024

Billie Jo Underwood, Chairman
Baldwin County Commission

Date



ATTEST:

Roger H. Rendleman 06/04/2024

Roger H. Rendleman
County Administrator

Date

South Alabama Regional Planning Commission/Area
Agency on Aging:

Julie McGee 6-3-24

Julie McGee, Director
Area Agency on Aging

Date

Notary Page to Follow

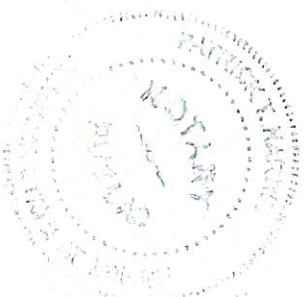
(STATE OF ALABAMA)

(COUNTY OF)

I, Patrick T Harris, a Notary Public in and for said County, in said State, hereby certify that Julie M. Ace, whose name as Director, Area Agency on Aging and as the duly authorized representative of SARPC/AAA 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 Memorandum of 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 3rd day of June, 2024

Patrick T. Harris
Notary Public
My Commission Expires: 1/08/2028



(STATE OF ALABAMA)

(COUNTY OF)

I, Carjetta Crook, a Notary Public in and for said County, in said State hereby certify that BILLIE JO UNDERWOOD, as Chairman, and ROGER H. RENDLEMAN, as County Administrator, of the County of Baldwin, Alabama, and the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding with SARPC/AAA, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this 4th day of June, 2024

Carjetta Crook
Notary Public

My Commission Expires: July 14, 2025

