

MEMORANDUM OF AGREEMENT

BETWEEN

THE BALDWIN COUNTY COMMISSON

AND

THE BALDWIN COUNTY FIRE CHIEF'S ASSOCIATION

WHEREAS, this Memorandum of Agreement (the "Agreement") is entered into by and between the Baldwin County Commission (the "County") and the Baldwin County Fire Chief's Association (the "Fire Chief's Association"). This Agreement is to establish procedures whereby the Fire Chief's Association will establish a mailing address utilizing the mailing address of the Baldwin County Emergency Management Agency (the "EMA").

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The County shall do the following:
 - a. The County will provide the Fire Chief's Association with the use of the physical mailing address of the Baldwin County Emergency Management Agency for the purpose of receiving official mail.
 - b. The County will provide the Fire Chief's Association with access to a mailbox whereby mail can be retrieved during normal EMA business hours.
 - c. The County will notify the Fire Chief's Association President by electronic mail or telephone call of a delivery attempt of certified mail or other mail where a signature is required. The EMA will not accept mail that requires a signature.
 - d. The County will notify the Fire Chief's Association Chief Association President by electronic mail or telephone call of bulk mail or package delivery.
2. The Fire Chief's Association shall do the following:
 - a. The Fire Chief's Association agrees to pick up its mail at least twice per month during regular EMA Business hours.
 - b. **Indemnity and Hold Harmless.** To the fullest extent allowed by law, the Fire Chief's Association shall indemnify, defend, and hold Baldwin County, its Commissioners, officers, directors, agents, employees, and representatives (collectively referred to in this Section as the "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgements, costs, and expenses including, without limitation, attorney's fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Baldwin County, as a result of any entry upon County property or activity conducted by, or any act or omission of, the Fire Chief's Association or any Fire Chief's Association representative, employee, agent, or subcontractor arising out of the services provided pursuant or related to this Agreement. This indemnity and hold harmless obligation shall survive the expiration or termination of this Agreement.

3. This Agreement shall be for a term of three years, unless otherwise terminated by the parties as set forth herein. Any party may cancel or terminate this Agreement by giving thirty (30) days written notice of such termination to the other party.
4. Amendments to this Agreement must be in writing and signed by both parties.
5. This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

BALDWIN COUNTY COMMISSION:

BY: _____ DATE: _____
 CHARLES F. GRUBER
 CHAIRMAN

ATTEST:

BY: _____ DATE: _____
 RONALD J. CINK
 COUNTY ADMINISTRATOR/BUDGET DIRECTOR

BALDWIN FIRE CHIEF'S ASSOCIATION:

BY: *Tony Lovell* DATE: 2-4-2019
 TONY LOVELL
 PRESIDENT

STATE OF ALABAMA
 COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that CHARLES F. GRUBER, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as County Administrator/Budget Director of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator/Budget Director of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this ____ day of _____ 2019.

 Notary Public, Baldwin County, Alabama
 My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Melissa Lawrence, a Notary Public, in and for said County in said State, hereby certify that TONY LOVELL, President of the Baldwin County Fire Chief's Association, whose name is signed on the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Fire Chief's Association.

Given under my hand and seal this 4th day of February 2019.

Melissa Lawrence

Notary Public, Baldwin County, Alabama

My Commission Expires: _____

MELISSA LAWRENCE NOTARY PUBLIC, ALABAMA STATE AT LARGE MY COMMISSION EXPIRES JUN. 05, 2022
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