

MEMORANDUM OF UNDERSTANDING

Baldwin County Commission
and
Baldwin County Sheriff's Office

This Memorandum of Understanding is made and entered into by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama, and the Baldwin County Sheriff's Office.

WHEREAS, the Baldwin County Commission and Baldwin County Sheriff's Office have previously executed a prior Memorandum of Understanding wherein the Baldwin County Sheriff's Office provides meals for the Baldwin County Regional Juvenile Detention Center, such an arrangement continuing today as set forth in the Memorandum of Understanding; and

WHEREAS, the Baldwin County Commission desires for the Baldwin County Sheriff's Office to continue providing food services to the Baldwin County Regional Juvenile Detention Center for the juveniles detained at the facility. Food services would be for the primary provision of Lunch and Dinner Service on weekends. Additional food services would be for the provision of Breakfast, Lunch and Dinner Service for school holidays during the school year, summer break and emergency weather as set forth herein; and

WHEREAS, the Baldwin County Commission and Baldwin County Sheriff's Office understand the types of meals and the costs associated therewith; and

WHEREAS, the Baldwin County Commission and Baldwin County Sheriff's Office wish to execute a new Memorandum of Understanding pertaining to the provision of food services as set forth herein.

NOW, THEREFORE, the Baldwin County Commission and Baldwin County Sheriff's Office do hereby reduce their understandings to writing as follows:

1. TERM:

This Memorandum of Understanding 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 Baldwin County Sheriff's Office. Notwithstanding the aforementioned, the Baldwin County Commission or Baldwin County Sheriff's Office may terminate this Memorandum of Understanding by written notification to the other at any time thereafter with or without cause.

2. SERVICES:

(A) The Baldwin County Sheriff's Office shall provide food services to the Baldwin County Regional Juvenile Detention Center, which is located at 43405 Nicholville Road, Bay Minette, Alabama. All meals supplied will be composed of nutritious foods that meet United States Department of Agriculture meal patterns and quantity requirements, as specified in the National School Lunch Program Regulations.

- (B) The Baldwin County Sheriff's Office shall provide the following type of primary meals at the specified rate: Lunch Service at \$ 3.25 for each meal; Dinner Service at \$ 3.25 for each meal.
- (C) The Baldwin County Sheriff's Office shall provide the following types of meals only during school holidays during the school year, summer break and emergency weather situations and when determined and requested by the Baldwin County Commission's Juvenile Detention Director at the specified rates: Breakfast Service at \$ 3.25 for each meal; Lunch Service at \$ 3.25 for each meal; Dinner Service at \$ 3.25 for each meal.
- (D) The Baldwin County Sheriff's Office shall provide the Baldwin County Commission a monthly invoice promptly at the end of each month.
- (E) The Baldwin County Sheriff's Office shall ensure that all foods are within the safe temperature range, as specified by state health regulations, when it leaves the Baldwin County Corrections Center kitchen.
- (F) Reimbursement shall be made to the Baldwin County Sheriff's Office by the Baldwin County Commission on a monthly basis.
- (G) The Baldwin County Regional Juvenile Detention Center shall maintain any necessary records associated with the subject services.
- (H) The Baldwin County Regional Juvenile Detention Center shall provide the Baldwin County Sheriff's Office Corrections Center kitchen an adjusted meal count as the attendance varies from day to day.

3. GENERAL UNDERSTANDINGS:

- (A) This Memorandum of Understanding reflects the full and complete understanding of the Baldwin County Commission and Baldwin County Sheriff's Office and may be modified or amended only by a document in writing executed by the Baldwin County Commission and Baldwin County Sheriff's Office and executed with the same formality of this Memorandum of Understanding.
- (B) This document is not meant in any way to bind, or to be a contractual obligation of, either the Baldwin County Commission or Baldwin County Sheriff's Office. The understandings outlined herein are provided for the general purposes of communicating the desires of the Baldwin County Commission and Baldwin County Sheriff's Office.
- (C) This Memorandum of Understanding shall supersede and replace any other agreements previously approved regarding food services between the Baldwin County Commission and the Baldwin County Sheriff's Office.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this instrument as of the last date of their execution as written herein.

BALDWIN COUNTY COMMISSION

By: _____/_____
CHARLES F. GRUBER, Chairman Date

ATTEST:

By: _____/_____
WAYNE A. DYESS Date
County Administrator

BALDWIN COUNTY SHERIFF'S OFFICE

By: _____/_____
HUEY "HOSS" MACK, SHERIFF Date

ATTEST:

By: _____/_____
COL ANTHONY LOWERY Date
Chief Deputy