

MEMORANDUM OF UNDERSTANDING

Baldwin County Commission and Baldwin County Board of Education

This Memorandum of Understanding is entered into between the Baldwin County Commission, the governing body of Baldwin County, Alabama (hereinafter referred to as “Baldwin County Commission”), and the Baldwin County Board of Education (hereinafter referred to as “Baldwin County Board of Education”).

WHEREAS, the Baldwin County Board of Education has provided meals for the Baldwin County Regional Juvenile Detention Center, which is located at 43405 Nicholsville Road, Bay Minette, Alabama (the “Juvenile Detention Center”) since September 12, 2016, and continues to do so as of the date of this Memorandum of Understanding; and

WHEREAS, the Baldwin County Commission desires for the Baldwin County Board of Education to continue providing food services to the Juvenile Detention Center for the juveniles detained at the facility, said food services remaining the primary provision of Breakfast Service, Lunch Service, and Dinner Service five (5) days a week (Monday through Friday), with the exception of days that the Baldwin County Public Schools are closed, as set forth herein; and

WHEREAS, the Baldwin County Commission and the Baldwin County Board of Education desire to execute this Memorandum of Understanding to set forth and clarify the parties’ mutual understandings with respect to the provision of food services at the Juvenile Detention Center and the types of meals and the costs associated therewith.

NOW THEREFORE, in consideration of the parties’ mutual understandings and obligations herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Baldwin County Commission and the Baldwin County Board of Education 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 until the expiration of twelve (12) months at which time it shall terminate; however, it may be renewed by mutual, written agreement executed by the Baldwin County Commission and the Baldwin County Board of Education. Notwithstanding the aforementioned, the Baldwin County Commission or the Baldwin County Board of Education may terminate this Memorandum of Understanding by delivering written notification to the other at any time for any purpose.

2. **SERVICES:**

A) The Baldwin County Board of Education shall supply breakfast, lunch and dinner to be picked up by the Baldwin County Regional Juvenile Detention Center from the Baldwin County High School or any other location from which they are provided through the Baldwin County Board of Education as set forth herein. 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 Board of Education shall provide the following type of primary meals at the specified rate below:

Breakfast Service at \$2.50 each meal

Lunch Service at \$4.25 each meal

Dinner Service at \$4.25 for each meal

C) The Baldwin County Board of Education shall provide to the Baldwin County Commission a monthly invoice promptly at the end of each month. The Baldwin

County Commission shall submit payment to the Baldwin County Board of Education for each such invoice within thirty (30) days of receipt.

D) The Baldwin County Board of Education shall be responsible for ensuring that any foods leaving the Baldwin County High School kitchen or any other location from which they are provided through the Baldwin County Board of Education under this Memorandum of Understanding, remain stored and served within the safe temperature range, as specified by state and all other applicable food safety and health regulations.

E) In exchange for the benefit of the services described herein, the Juvenile Detention Center shall maintain all records associated with the food services provided hereunder.

F) The Baldwin County Regional Juvenile Detention Center shall provide an adjusted meal count as the attendance varies from day to day to the Baldwin County High School kitchen.

3. GENERAL UNDERSTANDINGS:

A) This Memorandum of Understanding reflects the full and complete understanding of the Baldwin County Commission and Baldwin County Board of Education and may be modified or amended only by a document in writing executed by the Baldwin County Commission and the Baldwin County Board of Education hereto 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 Board of Education. The understandings outlined herein are provided for the general purposes of

communicating the desires of the Baldwin County Commission and Baldwin County Board of Education hereto.

C) This Memorandum of Understanding shall supersede and replace any other agreements previously approved regarding food services between the Baldwin County Commission Juvenile Detention Center and the Baldwin County Board of Education.

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: _____
JOE DAVIS, III
Chairman

Date: _____

ATTEST:

By: _____
WAYNE DYESS
County Administrator

Date: _____

BALDWIN COUNTY BOARD OF EDUCATION

By: _____
EDDIE TYLER
Superintendent

Date: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

Date: _____