

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU or Memorandum), hereinafter referred to as the Memorandum, entered into on 10/01/2019, by and between the Baldwin County Commission, on behalf of the Baldwin County Coroner, residing at 18126 B County Road 54, Robertsdale, Alabama 36567, hereinafter referred to as the "First Party," and MackFuneral Home, residing at 22154 State Highway 59, Robertsdale, Alabama 36567, hereinafter referred to as the "Second Party," and collectively known as the "Parties".

WHEREAS, the aforementioned Parties desire to enter into the herein described Memorandum in which they shall work together to accomplish the goals and objectives set forth; and

WHEREAS, the Parties are desirous to enter an understanding setting out all necessary working arrangements that both Parties agree shall be necessary.

1. MISSION

The purpose of the Memorandum is to protect deceased persons and return them to their families in the best possible condition.

2. OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will provide for the storage of bodies during a Mass Fatality or due to mechanical issues that could result in decomposition of persons, and to maintain services that meet or exceed all applicable standards.

3. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

It is the desire and the wish of the aforementioned Parties to this MOU that this document should not, and thus shall not, establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient to provide for the storage of bodies for the reasons set forth in Section 2.

4. SERVICES COOPERATION

Baldwin County Coroner shall render and provide the following services that include, but are not limited to: storage of human remains during times of Mass Fatality or mechanical failures that could lead to decomposition.

MackFuneral Home shall render and provide the following services that include, but are not limited to: storage of human remains in times of Mass Fatality or mechanical failures that could result in decomposition.

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BY: Mack

##### 5. TERMS OF UNDERSTANDING

The term of this Memorandum of Understanding shall be for a period of 24 months from the aforementioned effective date and may be extended upon written mutual agreement of both Parties.

##### 6. AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This Memorandum of Understanding may be amended or modified at any time in writing by mutual consent of both parties.

In addition, the Memorandum of Understanding may be cancelled by either party with 30 days advance written notice, with the exception where cause for cancellation may include, but is not limited to, a material and significant breach of any of the provisions contained herein, when it may be cancelled upon delivery of written notice to the other party.

##### 7. GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either party is unable to perform their duties or responsibilities under this Memorandum of Understanding consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

##### 8. NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

##### 9. GOVERNING LAW

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Alabama.

##### 10. SEVERABILITY CLAUSE

In the event that any provision of this Memorandum of Understanding shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Memorandum shall be determined to be unlawful or otherwise unenforceable, the remainder of the Memorandum shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Memorandum to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

##### 11. ASSIGNMENT

Neither party to this Memorandum of Understanding may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

## 12. ENTIRE UNDERSTANDING

The herein contained Memorandum of Understanding constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this Memorandum of Understanding.

## 13. MISCELLANEOUS

FURTHERMORE, the Parties to this MOU have mutually acknowledged and agreed to the following:

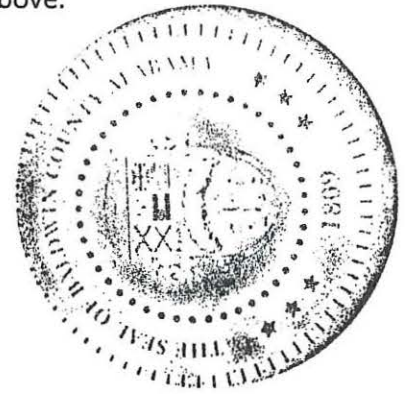
- a. The Parties to this MOU shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this Memorandum.
- b. It is not the intent of this MOU to restrict the Parties to this Memorandum from their involvement or participation with any other public or private individuals, agencies or organizations.
- c. The Parties to this MOU shall mutually contribute and take part in any and all phases of the planning and development of plans to achieve the objectives of this Memorandum.
- d. It is not the intent or purpose of this MOU to create any rights, benefits and/or trust responsibilities by or between the parties.
- e. The MOU shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the activities of the parties pursuant to this MOU.
- f. In the event that contributed funds should become necessary, any such endeavor shall be outlined in a separate and mutually agreed upon written agreement by the Parties or representatives of the Parties in accordance with current governing laws and regulations, and in no way does this MOU provide such right or authority.
- g. The Parties to this MOU have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice of not less than fifteen (15) days is delivered to the other party.
- h. Upon the signing of this MOU by both Parties, this MOU shall be in full force and effect.



14. AUTHORIZATION AND EXECUTION

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by the Chairman of the Baldwin County Commission, the Baldwin County Coroner and Mack Funeral Home and shall be effective as of the date first written above.



Baldwin County Commission  
(First Party Signature)

*Billie Jo Underwood*

By: Charles F. Gruber *Billie Jo Underwood*  
Its: Chairman

*11/5/19*

(Date)

Attest:

*Wayne Dyess*

Wayne Dyess, County Administrator

*11/5/19*

(Date)

*Eric F. Smith*

(First Party Signature)  
Baldwin County Coroner

*10-30-2019*

(Date)

*Steven R. Mack*

(Second Party Signature)  
Mack Funeral Home

*10-30-2019*

(Date)

STATE OF ALABAMA  
COUNTY OF BALDWIN

Before me the undersigned authority in and for said State and County, personally appeared Brian Pierce and Sherri R. Mack, who being known to me.

IN WITNESS WHEREOF, I subscribe my hand and notary seal on the

30th day of October 2019.

  
Notary Public

My commission expires: NOV. 6, 2022

