

AGREEMENT BETWEEN

***Baldwin County Commission
Baldwin Regional Area Transit System***

AND

The Exceptional Foundation Gulf Coast

RELATIVE TO
TRANSPORTATION SERVICES

THIS AGREEMENT is made and entered into by and between Baldwin County Commission Baldwin Regional Area Transit System, (BRATS) hereinafter referred to as **OPERATOR**; and The Exceptional Foundation Gulf Coast, hereinafter referred to as **AGENCY**; in cooperation with the Alabama Department of Transportation, hereinafter referred to as **STATE**; and

WHEREAS, the **OPERATOR** is the designated public transportation operator in Baldwin County(ies), and is authorized to enter into provision of service contracts based upon an approved cost allocation rate; and

WHEREAS, the **AGENCY** desires to engage the **OPERATOR** to provide transportation services to designated participants of the **AGENCY**, and the **OPERATOR** is willing and able to provide such services as specified by the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services:** The **OPERATOR** will provide specified transportation services in accordance with "Scope of Services" set forth in Attachment A, which is attached hereto and made a part of this agreement.
2. **Period of Performance:** Services provided under the terms of this contract shall commence on October 1, 2022, and continue through September 30, 2023, subject to approval from the State. The **OPERATOR** will notify the **AGENCY** in writing sixty (60) days prior to the completion date to discuss continued coordination/association.
3. **Payment of Project Expenses:** The **AGENCY** agrees to reimburse the **OPERATOR** at the approved allocated cost rate per mile and rate per hour for contracted service as specified in "Terms of Compensation" set forth in Attachment B, which is attached hereto and made a part of this

agreement. Reimbursement for shared rides with non-agency clients will be determined by percentage split based on seats occupied. Payment schedules and deadlines are included in Attachment B. The **AGENCY** and **OPERATOR** may mutually agree that the cost of services provided under the terms of this agreement will not exceed a limiting amount. This maximum amount, if applicable, is set forth in Attachment B.

4. **Available Resources:** The **OPERATOR** warrants that it has the personnel and equipment capable of performing the services called for herein, in a satisfactory and proper manner, or will secure the services of such personnel and equipment as may be required to perform such services.
5. **Incidental Transportation within the Service Area:** Transportation services that are needed by the **AGENCY** in addition to those set forth in Attachment A are not considered regular service and will be coordinated and negotiated separately on a trip by trip basis. All such service will be reimbursed at total actual cost and will be provided in accordance with the Federal Transit Administration regulations.
6. **Assurances:** In providing said services, the **OPERATOR** agrees to meet all requirements that are necessary and applicable with regard to receiving federal and/or state funds from the **STATE**.
7. **Agreement Changes:** Any changes to this agreement or its attachments shall be mutually proposed in writing by both parties with written approval by the **STATE** prior to implementation. Significant changes, as determined by the **STATE**, shall require that a supplemental agreement be executed between the parties.
8. **Coordination:** All parties entering into purchase of service contracts with Section 5311 operators are encouraged to participate in local coordination meetings to assure input into the decision-making process regarding fares, routes, local match, training, vehicle types, etc. It is suggested that each contracting agency have one representative at all such meetings.
9. **Termination:** Either party to this agreement shall have the right to terminate this agreement if it is unable or unwilling to fulfill its obligations, fiscal or otherwise. Notification shall be mailed by certified mail thirty (30) days prior to the effective date of termination and shall clearly state the reasons for termination. The **OPERATOR** shall be entitled to compensation for any unreimbursed eligible expenses incurred and the **AGENCY** agrees to pay same to the **OPERATOR**. The **OPERATOR** will notify the State in writing of any termination notice mailed or received within five (5) days of said occurrence.

- 10. OPERATOR to Indemnify:** The **OPERATOR** shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, employees in both their official and individual capacities, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of any work, provision of any services or expenditure of funds required, authorized or undertaken pursuant to the terms of this Agreement, or any damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, caused or as a result of in whole or in part by the deliberate, intentional, wanton, reckless, fraudulent or negligent acts or omissions, or the deliberate, intentional, wanton, reckless, fraudulent or negligent misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement of the **OPERATOR**, or anyone directly or indirectly employed by the **OPERATOR**, the County or anyone for whose acts the **OPERATOR** may be liable, regardless of whether such claim, damage, loss or expense is caused in whole or part by a party indemnified.

The term "hold harmless" includes the obligation of the **OPERATOR** to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter.

Baldwin County Commission

The Exceptional Foundation Gulf Coast

James E. Ball
Chairman

Jennifer Flad
Executive Director

Date: _____

Date: _____

Attest:

Reviewed By:

Ron Cink
Interim County Administrator

Bradley B. Lindsey
State Local Transportation Engineer

Date: _____

Date: _____

***NOTARY PAGE TO FOLLOW**

State of Alabama)

County of Baldwin)

I, _____, Notary Public in and for said County, in said State, hereby certify that, James E. Ball, Chairman of Baldwin County Commission, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Services, he, as such and with full authority, executed same knowingly and with full authority to do so.

Given under my hand and official seal, this the ____ day of _____, 2022.

Notary Public
My Commission Expires

State of Alabama)

County of Baldwin)

I, _____, Notary Public in and for said County, in said State, hereby certify that, Jennifer Flad, Executive Director of The Exceptional Foundation Gulf Coast, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Services, she, as such and with full authority, executed same knowingly and with full authority to do so.

Given under my hand and official seal, this the ____ day of _____, 2022.

Notary Public
My Commission Expires

ATTACHMENT A

Scope of Services

Outline specific routes, times, mileage, passenger assistance, etc.

1. Service requirements relative to this agreement consist of transporting passengers to and from designated pickup points in Baldwin County.
2. Services are to be provided Monday through Thursday except Holidays throughout the period of this agreement.
3. Incidental transportation will be scheduled and provided in accordance with Section 5 of this agreement. The charge for this transportation will be billed at the normal rate of \$.70 a mile plus \$35.16 an hour.
4. Routes will be adjusted within **OPERATOR** limits to pick up clients in locations in case of a drop-out or other situations beyond the **AGENCY'S** control.
5. Refueling is to be done when clients are off the bus.
6. The **AGENCY** will furnish the required assistance to ensure participants are staged and ready to board the bus at the designated PM departure time from the AGENCY's facility.
7. The **OPERATOR** will keep a record of all participants riding the vehicle each day by name, mileage and run time of route.
8. The **OPERATOR** shall commit to provide transportation service to individuals participating in services offered at the **AGENCY**, so long as the trips requested are within **OPERATOR**'s standard operating hours on routes available to the general public, and to or from one of the addresses listed in Attachment C. Any additional buses and drivers needed to provide services hereunder may be provided in the sole discretion of the **OPERATOR**.
9. The **OPERATOR** shall furnish transportation for regular session days, on a pre-planned basis and for any additionally-authorized trips that are scheduled and coordinated with BRATS at least forty-eight (48) hours in advance.
10. The **OPERATOR** shall provide reasonable notice to **AGENCY** whenever the **OPERATOR** becomes aware of any development that affects the scope or time of services provided to **AGENCY** hereunder.

11. **AGENCY** agrees to pay the **OPERATOR** as set forth within the Terms of Compensation (Attachment "B"), as if fully set forth herein.
12. **AGENCY** shall provide reasonable notice to the **OPERATOR** whenever **AGENCY** becomes aware of any development that affects the scope or time of services provided to **AGENCY** hereunder.
13. **AGENCY** will provide ongoing communications with the **OPERATOR** regarding this service, including updates, emails, etc. as requested. Additionally, **AGENCY** will meet with the **OPERATOR** as needed or requested.

ATTACHMENT B

Terms of Compensation

1. Allocated cost rate for transportation service:

\$.70 per mile

\$35.16 per hour

2. Payment schedule:

\$1,084.00 per month (based on 16 service days per month).

The **Agency** shall make payment to the **Operator** by the first day of each and every month.

3. Total contract limiting amount (if applicable): N/A

ATTACHMENT C
Permissible Pick-up and Drop-off Locations

Lillian: 34204 US 98 - Dollar Tree
Elberta: 12973 Co. Rd. 97 - Dollar General
Foley (Southeast): 21833 County Road 12 @ Beach Express
Foley (Southwest): 9027 County Road 65 @ County Road 12
Foley Soccer Park (18507 Hwy. 98) Hwy. 98 & Ralph Schumacher Lane
Magnolia Springs: 14627 Hwy. 98 - Family Dollar
Marlow: 10525 Hwy. 98 @ Hwy. 181
The Exceptional Foundation Gulf Coast: 28788 Main Street Daphne, AL

CERTIFICATE

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Ronald J. Cink, County Administrator of Baldwin County, Alabama, and of the Baldwin County Commission, do hereby certify that the following 1 page(s) is/are a true and correct copy of Resolution # 2022-146 adopted during the Regular Meeting of the Baldwin County Commission held on the 16th day of August, 2022, as the same appear(s) of record in the Office of the Baldwin County Commission.

WITNESS my hand and the seal of the Baldwin County Commission this 16th day of August, 2022 at Bay Minette, Alabama.

County Administrator of Baldwin County,
Alabama and of the Baldwin County
Commission

RESOLUTION NUMBER 2022-146

RESOLUTION

Resolved that Baldwin County Commission enters into agreement with third party transportation service contracting agency (The Exceptional Foundation Gulf Coast) during Fiscal Year 2023 for eligible public transportation services.

Further resolved that Baldwin County Commission agrees to provide third party transportation services to contracting agency at approved fully allocated cost rates.

Further resolved that Baldwin County Commission authorizes the Chairman to execute the aforementioned Agreement and any amendments thereto.

James E. Ball
Chairman
Baldwin County Commission

Notary