# AGREEMENT CONCERNING USE OF BALDWIN COUNTY BOARD OF EDUCATION TRANSPORTATION ASSETS AND FACILITIES FOR EVACUATION

This Agreement (hereinafter referred to as "Agreement") is entered into by and between Baldwin County Board of Education (the "Board") and Baldwin County Commission of Baldwin County, (the "County") concerning the use of facilities and certain transportation assets, i.e., buses, ("Transportation Assets"), owned by the Board for the purpose of transporting evacuees during disaster events.

**WHEREAS**, the County has requested that the Board make available to it Transportation Assets for the purpose of transporting evacuees during disaster events. The Transportation Assets will be more particularly identified, but not limited to, on "Exhibit A" attached hereto and incorporated herein by reference; and

**WHEREAS** the Board is not equipped to operate its Transportation Assets for the purpose of transporting evacuees from Baldwin County, however, the Board is willing to make the Transportation Assets available to the County for the purpose of transporting evacuees from Baldwin County in accordance with the terms and conditions set forth herein; and

**WHEREAS**, the County has agreed to assume responsibility and control of the Transportation Assets for the purpose of transporting evacuees from Baldwin County; and

**WHEREAS,** the County has agreed to assume all liability arising from or relating to the use of the Transportation Assets for the purpose of transporting evacuees from Baldwin County.

**NOW THEREFORE, THE BALDWIN COUNTY BOARD OF EDUCATION AND THE COUNTY AGREE AS FOLLOWS:**

1. In the event of a County declared emergency wherein evacuation of citizens has been deemed needed by the County, the Board will temporarily delegate to the County the operation, supervision, and control of the Transportation Assets for the sole purpose of transporting evacuees from Baldwin County. The Board will not be responsible for any aspect of the operation of the Transportation Assets ("Evacuee Transportation Event").

2. In the event of an Evacuee Transportation Event, the County agrees to assume responsibility for the operation, supervision, and control of the Transportation Assets for the sole purpose of transporting evacuees from Baldwin County.

3. It is anticipated that the Transportation Assets may be operated by personnel ordinarily

employed by the Board to operate its vehicles ("Personnel"). It is understood that the Personnel will be operating the Transportation Assets pursuant to independent agreements between the Personnel and the County, and that the County shall be responsible for all aspect of their work. For purposes of the work envisioned herein, the Personnel shall not be considered employees of the Board. It is understood that the Board shall have no responsibility for providing personnel for operation of any Transportation Assets; however, nothing herein shall prevent any properly certified Board Personnel from volunteering to operate the Transportation Assets.

4. The County shall ensure that the Transportation Assets are appropriately staffed and equipped. The County shall ensure that no Transportation Assets will be operated by any person unless they possess a valid and current commercial driver's license.

5. The County shall ensure that all appropriate measures are taken to protect all occupants of the Transportation Assets.

6. The County shall use the Board's School grounds as Pick-Up Points (PUPs). These include, but are not limited to, Baldwin County High School, Daphne High School, Fairhope High School, Foley High School, and Robertsdale High School. If the County needs additional grounds of the Board for the transportation of Baldwin County evacuees, in an Evacuee Transportation Event, the Board will be so notified by the County communicating and requesting such through the Superintendent or his or her designee.

7. The County shall provide the Board, through the Superintendent or his or her designee, no less than twelve hours advance notice of the time that the Transportation Assets will be required for use for an Evacuee Transportation Event.

8. Nothing contained herein shall in any way limit the Board's use of the Transportation assets designated herein. All Transportation Assets should be returned to the Board, in its previous condition as stipulated herein, no more than 48 hours after the passing of the emergency event, if possible, so that the Board can prepare the Transportation Assets for students. In the event the Transportation Assets cannot be returned to the Board within the time frame stated herein, the Parties shall work together to ensure that the provision of educational and transportation needs of the students served by the respective Transportation Assets are not interrupted or altered by the usage allowed within this Agreement.

9. No modifications, alterations or changes will be made to any Board Transportation Asset or property without the express approval of the Board.

10. Prior to taking possession, representatives of both Parties to this Agreement will inspect the utilized Transportation Assets and will note any obvious, apparent, or unmistakable defects. Such findings should be specifically noted by the respective representatives and provided

to both the County and the Board. Prior to delivering full possession of the Transportation Assets back to the Board, representatives of both Parties will provide an additional inspection of the Transportation Assets, and any obvious, apparent or unmistakable findings will again be specifically noted and provided to both the County and the Board.

11. The County shall protect and preserve the Transportation Assets from damage. The County shall return the Transportation Assets to the Board in the condition existing immediately prior to the County's use thereof. In the event of casualty, damage and/or destruction to any of the Transportation Assets during periods of operation by the County in accordance with this Agreement, the County agrees to pay all insurance deductibles, if any, and to be responsible for any loss not covered by the Board's insurance.

12. The attorney for the County shall certify in writing to the Board that this Agreement is lawfully entered into by the County and that it is legally binding on the County.

13. To the fullest extent permitted by law, the County shall defend, indemnify, and hold harmless the Board, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of, related to, or resulting from the use of the Transportation Assets as provided for herein.

14. This agreement shall be for a term of one year commencing on the date that this agreement is fully executed. Thereafter, this agreement shall automatically renew on an annual basis unless and until either party provides written notice of termination. Either party shall be able to, upon (thirty) 30 days advance written notice, terminate this Agreement. Notwithstanding anything written or implied herein, the Board shall not terminate this Agreement anytime during the period between April 1st and November 1st during any calendar year without a showing of exigent circumstances.

15. It is neither the express nor the implied intent of either party to create an agency relationship pursuant to this Agreement and the creation of such a relationship is prohibited and void.

16. This Agreement constitutes the entire agreement between the parties, and merges into this Agreement all statements, representations, and covenants heretofore made, and any other agreements not incorporated herein are void and of no effect.

17. This Agreement may be amended or modified only by the written consent and agreement of the parties to this Agreement at the time of such amendment.

18. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to enforce every provision of this Agreement.

19. The parties hereto acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities

are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

20. In the event that any of the provisions, or portions thereof, of this Agreement shall be held void or unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

21. This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered by either party without the prior written consent of the other party, which may be withheld or granted in the sole discretion of either party.

**EXHIBIT "A"**

AGREEMENT CONCERNING USE OF BALDWIN COUNTY BOARD OF EDUCATION FACILITIES & TRANSPORTATION ASSETS FOR EVACUATION

1. 10 Transportation Asset to transport a minimum capacity of 46

2. 3 Transportation Assets that are handicap accessible

3. Baldwin County High School to be used as Contingency Vehicle Transfer Location (CVTL) or HUB, where state contracted buses will arrive to evacuate residents

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective as of the day of the year first herein written

AGREED THIS _____ DAY OF _____, 2025

**COUNTY OF BALDWIN, ALABAMA,**
**BALDWIN COUNTY COMMISSION,**
**A POLITICAL SUBDIVISION OF THE STATE**
**OF ALABAMA**

_____ _____
Matthew P. McKenzie, Chairman Date
Baldwin County Commission

_____ _____
ROGER H. RENDLEMAN, Administrator Date
Baldwin County Commission

**BALDWIN COUNTY BOARD OF EDUCATION,**

Eddie Tyler 8-25-25
EDDIE TYLER, Superintendent Date
Baldwin County Board of Education

***NOTARY PAGE TO FOLLOW***

STATE OF ALABAMA )

COUNTY OF BALDWIN )

I, _____, a Notary Public in and for said County, in said State, hereby certify that MATTHEW P. MCKENZIE, as Chairman, and ROGER H. RENDLEMAN, as County Administrator, of the County of Baldwin, Alabama, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Facilities and Transportation Assets Agreement, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this _____ day of_____, 2025.

_____
Notary Public

My Commission Expires: _____

STATE OF ALABAMA )

COUNTY OF BALDWIN )

I, Elizabeth Louise Coe, a Notary Public in and for said County, in said State, hereby certify that EDDIE TYLER, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Facilities and Transportation Assets Agreement, he/she, as such officer and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this 21st day of August, 2025.

ELIZABETH LOUISE COE
MY COMMISSION EXPIRES
APRIL 10, 2027
NOTARY PUBLIC
STATE OF ALABAMA

Elizabeth Louise Coe
Notary Public

My Commission Expires: 4/10/2027