

**State of Alabama
Agreement
Between
The Baldwin County Commission
And
The Bridge, Inc.**

Term: 10/01/2020 - 09/30/2021

Amount: \$314,936.00

This Agreement (the "Agreement") is entered into this _____ day of _____, 2020, between the Baldwin County Commission, the governing body of Baldwin County, Alabama (hereinafter referred to as the "Commission") and The Bridge, Inc., an Alabama non-profit corporation (hereinafter referred to as the "The Bridge").

WHEREAS, the Baldwin County Transitions Program (the "Program") offers highly individualized services to adolescents experiencing behavioral and legal issues in Baldwin County as an alternative to their being committed to the Department of Youth Services ("DYS");

WHEREAS, the Commission is the designated authority seeking the implementation of the Program in Baldwin County, Alabama; and

WHEREAS, the Commission desires to have the Program operated and managed by an organization with experience in adolescent programs; and

WHEREAS, the Commission recognizes that the purposes for which The Bridge was organized includes the provision of services to youth dealing with drug abuse and related problems in Baldwin County, Alabama, and, therefore, based upon the aforementioned benefits endowed upon the general public, the Commission desires that The Bridge undertake the operation and management of the Program under the terms and conditions set out herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: Services:

a) The Bridge hereby agrees to undertake the operation and management responsibilities of the Baldwin County Transitions Program to provide treatment and diversion services for juveniles in Baldwin County, Alabama. The Bridge agrees to operate the Program under the terms of this Agreement.

b) The Bridge agrees that the Program shall serve youth who would have historically been committed to DYS in the absence of the funded program. Specifically, this includes youth with the following characteristics: males and

females between the ages of 12-18; delinquent youth with a medium to very high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website; and youth with substance abuse that require inpatient treatment, sex offenders, and youth adjudicated for crimes involving weapons may be excluded from the program.

c) The Bridge acknowledges and agrees that the Program shall be developed by or in collaboration with the Baldwin County Juvenile Court ("BCJC");

d) The Bridge shall conduct regular self-evaluations of Program effectiveness, including evaluations that track outcomes for children served by the Program;

e) The Bridge shall maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.

f) The Bridge shall produce an annual report by November 30, for the October - September fiscal year utilizing the form available on the DYS website. Each such completed annual report shall be made available to the DYS no later than November 30. Decisions about renewing grants may be made based on the court's ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS.

Section 2: Duty to Cooperate: The parties acknowledge that their cooperation is critical to the ability of The Bridge to perform its duties successfully and efficiently. Accordingly, each party agrees to cooperate with the other fully in formulating and implementing The Bridge's recommendations. Both parties agree to cooperate with all audits, reviews, or inspections.

Section 3: Standard for Program Operation. While the Program is under the management and control of The Bridge, The Bridge's operation of the Program will, subject to limitations beyond the control of The Bridge, conform to applicable federal, state, and local statutes and ordinances and the laws of the State of Alabama.

Section 4: Insurance. The Bridge, at its sole cost and expense, shall provide for comprehensive liability coverage and workers' compensation for all of The Bridge's agents, servants, employees, personnel and other persons connected in any way to the operation and the management of the Program. The Bridge's agents, servants, employees, and personnel are not and shall not be treated as employees of the Commission.

Section 5: Juvenile Records. The Bridge will have written policies and procedures to govern a juvenile record system. Information contained in the juvenile records shall be consistent with that required by the Alabama Department of Youth Services. All information shall be considered confidential and is subject to release or disclosure only to authorized representatives of the agency having jurisdiction over the juvenile.

Section 6: Term. The Term of the Agreement shall commence on **10/01/2020** and shall run through **09/30/2021** and may be extended only by mutual written agreement of the Commission and The Bridge. The Bridge understands that the term of this Agreement and any subsequent renewal periods is entirely dependent on necessary funds being paid to the Commission for the compensation specified herein and thus the Commission is under no obligation to renew this Agreement.

Section 7: Compensation for Services. The Commission hereby agrees to pay The Bridge as compensation for their services related to this Agreement for the period commencing on **10/01/2020** and ending **09/30/2021**, the sum of **\$314,936.00** dollars, payable in four quarterly installments of **\$78,734.00**. These monies will be paid from the Program grant through the Department of Youth Services. The parties agree that the compensation to The Bridge for any renewal periods will be negotiated by the parties beginning not later than sixty (60) days prior to each such remaining annual period. In the event the parties are not able to agree on the compensation for said remaining annual periods, The Bridge shall continue operation of the Facility for the then existing compensation for a period through and including thirty (30) days from delivery of written notice of termination of this Agreement.

Section 8: Billing for Services. The Bridge will submit an invoice to the Commission in four quarterly installments (**October 1, 2020, January 31, 2021, May 31, 2021, and September 30, 2021**) for services rendered. Payment will be made within ten (10) days of the Commission receiving the grant funds from the Department of Youth Services.

Section 9: Unusual Occurrences and Incidents. The Bridge will immediately notify the Commission in the event of an unusual occurrence or incident and thereafter as requested and as soon as practical, furnish written notification of such occurrence or incident. In the event of a disturbance caused by a client, or if any security threat or peril should occur within or outside the Program, the Commission shall be notified immediately. The Bridge will cooperate with the Commission and local law enforcement agencies.

Section 10: Breach, Notice, and Cure. In the event of a breach of any obligation or covenant under this Agreement, the non-breaching party may give the breaching party written notice of the specifics of the breach, and the breaching party shall have ten (10) days in which to cure the breach. Only if the breach is not cured within such period shall the non-breaching party may terminate this Agreement and shall be entitled to pursue any remedies it may have due to the breach. In the event that any provision contained in this Agreement shall be breached by either party and thereafter waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

Section 11: Hold Harmless. The Bridge agrees to defend, indemnify and hold harmless the Commission as well as its elected officials, officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be

injured or damaged as a result of acts, omissions, or negligence on the part of The Bridge, its employees, or any person acting for or on its or their behalf relating to this Agreement.

Section 12: Prohibition of Assignment. The Commission acknowledges that the nature of the services to be rendered under this Agreement are unique and based on The Bridge's expertise and that as a consequence of such, the Commission is prohibited from assigning duties or obligations under the terms of this Agreement without the consent of The Bridge.

Section 13: Notice. If notice or demand of any kind is to be given by any party to any other party, it shall be in writing, signed by the party giving it, directed to the intended recipient with sufficient postage prepaid, certified mail, addressed as follows:

To the Commission:

Billie Jo Underwood, Chairman
Baldwin County Commission
Baldwin County Administration Building
County Commission Office
322 Courthouse Square
Bay Minette, AL 36507

To The Bridge:

Tim Naugher, Executive Director
The Bridge
3232 Lay Springs Road
Gadsden, AL 35904

Section 14. Governing Law; Venue. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.

Section 15. Attorney's Fees. Notwithstanding anything contained herein to the contrary, should Seller employ an attorney or attorneys to enforce any of the terms and conditions hereof, or to protect any right, title, or interest created or evidenced hereby, or to recover damages for the breach of the terms and conditions hereof, or to respond to any matter raised by the other party, Seller shall be entitled to recover from Purchaser all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

Section 16. Amendment. This Agreement may be amended, each party may take any action herein prohibited or omit to take action herein required to be performed by it,

and any breach of any covenant, agreement, warranty or representation may be waived, only if each party has obtained the written consent waiver of the other party as to that specified breach only.

Section 17. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date last signed below.

THE BRIDGE:

The Bridge, Inc.

Tim Naugher, Executive Director

Date: _____

THE COMMISSION:

The Baldwin County Commission

Billie Jo Underwood, Chairman

Date: _____

ATTEST:

Wayne Dyess
County Administrator