



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 580-2564
(251) 580-2500 Fax
agary@baldwincountyal.gov
www.baldwincountyal.gov

ANU GARY
Records Manager
MONICA E. TAYLOR
Assistant Records Manager

August 11, 2016

Dean Jim Fitzgerald
Faulkner State Community College
1900 US Highway 31 South
Bay Minette, Alabama 36507

**RE: 2016-2017 Agreement for Courier Services between Baldwin County
Commission and Faulkner State Community College**

Dear Dean Fitzgerald:

Please find enclosed for your file a **fully executed original** *Contract for Services* approved during the July 19, 2016, Baldwin County Commission meeting between the Commission and Faulkner State Community College for the Baldwin Regional reat Transit System (BRATS) to provide courier services Monday through Friday to all Faulkner State Community College locations in Baldwin County at the cost of \$1,158.00 per month to be paid by Faulkner State Community College. The term of this *Contract* shall commence on October 1, 2016, and expire September 30, 2017.

If you have any questions or need further assistance, please do not hesitate to contact Cal Markert, County Engineer, at (251) 937-0371.

Sincerely,

ANU GARY, Records Manager
Baldwin County Commission

AG/met Item BB5

cc: Cal Markert
Taylor Rider
Chandra Middleton

ENCLOSURE

RECEIVED
AUG 04 2016
BY: BN

STATE OF ALABAMA)

COUNTY OF BALDWIN)

CONTRACT FOR SERVICES

This Contract for Services is made and entered into by and between the County of Baldwin (hereinafter called the "COUNTY") acting by and through its governing body, the Baldwin County Commission *and* Faulkner State Community College (hereinafter called the "COLLEGE").

WITNESSETH:

Whereas, the COUNTY offers, through their BRATS Department, safe, affordable, and reliable transportation and related services to the general citizenry of Baldwin County in order to help promote a strong economy, protect the environment, conserve energy, and enhance lives; and,

Whereas, although the BRATS Department provides services with the assistance of Federal grants funds, the COUNTY supplies to BRATS certain equipment and related maintenance services that are not purchased with Federal funds and is capable of being used for such services as described herein; and

Whereas, the COLLEGE and the COUNTY have previously entered into contract for the provision of *courier services* by the BRATS Department for the general primary benefit of the COLLEGE and to promote comity between the two entities; and,

Whereas, the COLLEGE continues to solicit the aid of the COUNTY in an effort to guarantee that this courier service is provided; and,

Whereas, the COUNTY considers the solicited courier services, to the extent and degree as requested herein, to be in the best interest of the general public and for the betterment of higher education in Baldwin County.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and the sufficiency of which being hereby acknowledged, the COLLEGE and the COUNTY do hereby agree as follows:

I. Definitions. The following terms shall have the following meanings:

A. COUNTY: Baldwin County Commission acting by and through the Baldwin Regional Area Transit System (BRATS).

B. COLLEGE: Faulkner State Community College,
including all locations existing within
Baldwin County.

C. Agreement: This document.

- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Authority. Each Party represents and warrants to the other that it possesses the proper authority or is otherwise permitted, under all necessary and applicable laws and regulations, to enter into this Agreement.
- IV. Legal Compliance. The COLLEGE shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- V. No Agency Created. It is neither the express nor the implied intent of the COLLEGE or the COUNTY to create an agency relationship pursuant to this Agreement. Therefore, the COLLEGE does not in any manner act on behalf of the COUNTY, and the COUNTY does not in any manner act on behalf of the COLLEGE. The creation of such a relationship between the two entities is prohibited and void.
- VI. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- VII. Entire Agreement. This Agreement represents the entire and integrated agreement between the COUNTY and the COLLEGE and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.

VIII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by the COLLEGE as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

IX. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by the COLLEGE without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

X. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

COLLEGE: Gary Branch, President
Faulkner State Community College
1900 US Hwy. 31 South
Bay Minette, AL 36507

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

XI. Obligations Generally. This mutual agreement between the stated parties is for the COUNTY to commit sufficient non-Federally funded resources to provide the agreed-upon courier services to specifically agreed-upon locations with Baldwin County on a daily basis.

XII. Specific Responsibilities of the COUNTY:

- A. The COUNTY shall commit sufficient non-Federally funded resources to provide for needed courier needs as considered herein. The needed resources to provide sufficient services hereunder shall be provided in the sole discretion of the COUNTY.
- B. The COUNTY shall furnish courier services on a regular daily basis, and any additionally-authorized trips that are scheduled and coordinated with the BRATS Department.
- C. The COUNTY shall provide reasonable notice to the COLLEGE

whenever the COUNTY becomes aware of any development that affects the scope or time of services provided to the COLLEGE hereunder.

XIII. Specific Responsibilities of the COLLEGE:

- A. The COLLEGE agrees to pay the COUNTY one thousand one hundred fifty-eight dollars (\$1,158.00) per *month* for regular and anticipated courier services provided for herein.
- B. The COLLEGE shall make payment to the COUNTY by the first day of each and every month.
- C. The COLLEGE shall provide reasonable notice to the COUNTY whenever the COLLEGE becomes aware of any development that affects the scope or time of services provided to the COLLEGE hereunder.
- D. The COLLEGE will provide ongoing communications with the COUNTY regarding this service, including updates, emails, etc. as requested. Additionally, the COLLEGE will meet with the COUNTY as needed or requested.

XIV. Liability. Each Party shall hold the other and its officers, affiliates, employees, agents, and representatives harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever incurred by or imposed upon the other party or their representatives, as a result of any activity conducted, or any act or omission, by the indemnifying party pursuant to this Agreement.

XV. Termination of Services. The COUNTY or the COLLEGE may terminate this contract, with or without cause or reason or hearing, by giving thirty (30) days written notice of such to the other party.

In the event of termination, the COLLEGE shall pay the COUNTY for all services rendered, and for any expenses deemed by the COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XVI. Effective and Termination Dates. This Contract shall be effective and control any and all services rendered between October 1, 2016 and September 30, 2017. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

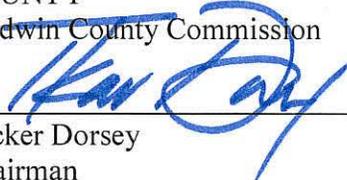
XVII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have

anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XVIII. Number of Originals. This Agreement shall be executed with two originals, both of which are equally valid as an original.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY
Baldwin County Commission



Tucker Dorsey
Chairman

18/9/16
/Date

ATTEST:



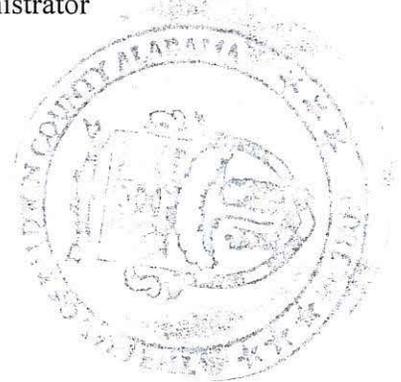
Ron Cink
County Administrator

18/9/16
/Date

COLLEGE
Faulkner State Community College



Gary Branch
President



***NOTARY PAGE TO FOLLOW**

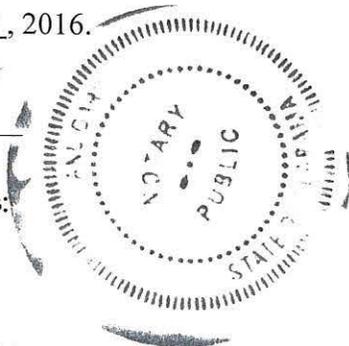
State of Alabama)

County of Baldwin)

I, Anu Gary, Notary Public in and for said County, in said State, hereby certify that Tucker Dorsey, Chairman of the 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 9th day of August, 2016.

Anu Gary
Notary Public
My Commission Expires:
October 12, 2019



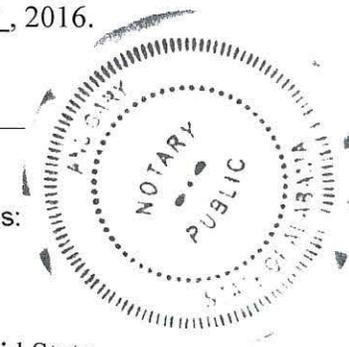
State of Alabama)

County of Baldwin)

I, Anu Gary, Notary Public in and for said County, in said State, hereby certify that Ron Cink, County Administrator of the 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 9th day of August, 2016.

Anu Gary
Notary Public
My Commission Expires:
October 12, 2019



State of Alabama)

County of Baldwin)

I, Kimberly Stinote, Notary Public in and for said County, in said State, hereby certify that Gary Branch, President of Faulkner State Community College, 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 1 day of August, 2016.

Kimberly Stinote
Notary Public
My Commission Expires 7/8/19

