

**AGREEMENT CONCERNING USE OF BALDWIN COUNTY BOARD OF EDUCATION
FACILITIES AND TRANSPORTATION ASSETS 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 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 certain facilities transportation assets ("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. 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.
2. 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 ("Personnel") ordinarily employed by the Board to operate its vehicles. 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.
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 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 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 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.

7. The County shall use the Boards School grounds as Pick-Up Points (PUPs). These include, but 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 the Board will be notified.
8. The County shall provide the Board twelve hours advance notice of the time that the Transportation Assets will be required for use.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.

IN WITNESS THEREOF, the parties hereto have executed this Agreement effective as of the day and year first herein written.

AGREED THIS 20th DAY OF September, 2011

[Signature]
Chairman, Baldwin County Commission



ATTEST:

[Signature]
David Brewer, County Administrator (Interim)

[Signature]
Superintendent, Baldwin County Board of Education

STATE OF ALABAMA, COUNTY OF BALDWIN

I, Elizabeth L. Coe, a Notary Public in and for said County, in said State, hereby certify that Alan T. Lee, whose name as Superintendent of the Baldwin County Board of Education, and as the duly authorized representative for the School Board is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, as such officer and with fully authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal, this the 29th day of August, 2011.

[Signature]
Notary Public
My Commission Expires: 10/5/11

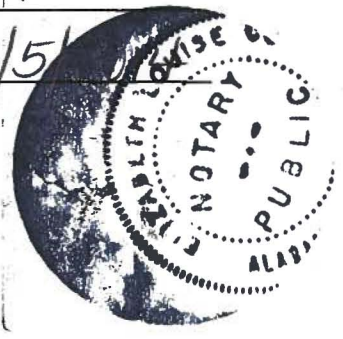


EXHIBIT "A"

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

1. 25 Transportation Asset to transport a minimum capacity of 55
2. 25 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.


09.20.11

Anu Gary

From: David Brewer
Sent: Monday, September 26, 2011 10:58 AM
To: Carol Byrd; Scott Wallace; John Perrett; Locke Williams; Anu Gary
Cc: Paula Tillman
Subject: RE: liability coverage

Anu Gary:

Please place this email chain as a print out to the BoE/BCC asset agreement approved at the Sept 20, 2011, BCC meeting. Place it with the fully executed contract on BCAP for future reference.

Scott and Carol:

Thx,

DAVID A. Z. BREWER
County Administrator
Baldwin County, Alabama
Email: dbrewer@baldwincountyal.gov
Office: 251.580.2550
Cell: 251.752.3766
Facsimile: 251.580.2500

From: Carol Byrd
Sent: Monday, September 26, 2011 10:50 AM
To: Scott Wallace; John Perrett; Locke Williams
Cc: David Brewer; Paula Tillman
Subject: FW: liability coverage

Good Morning Mr. Wallace,
I hope this will answer the question you were look for. Please let me know if you need anything else.
Carol

From: Mark Macon [<mailto:Mark.Macon@Meadowbrook.com>]
Sent: Monday, September 26, 2011 10:35 AM
To: Carol Byrd
Cc: Charles Goodwin; Belinda Bush; Henry vanArcken
Subject: FW: liability coverage

The contract does not ask for a Certificate of Insurance but clearly has indemnity and hold harmless language favorable to the Board of Education such that we would have to honor the contract and respond regarding any liability claims that occurred during the use of Board Assets for the stated purpose. Please let me know if I can help further.

Mark Macon
Liability Claims Supervisor-Alabama
Meadowbrook Insurance Group
P.O. Box 11047
Montgomery, AL 36111
Ph: (334) 954-7208, Fax (334) 954-7338

email: mmacon@meadowbrook.com

efax: (877) 295-5491

From: Charles Goodwin
Sent: Friday, September 23, 2011 3:01 PM
To: Mark Macon
Subject: FW: liability coverage

Mark,

I am forwarding this matter to you!

Sincerely,

MEADOWBROOK INSURANCE GROUP

Charles Goodwin

Senior Claims Representative

Meadowbrook Insurance Group

P.O. Box 11047

Montgomery, AL 36111

Direct: (334) 954-7236 Fax: 877-839-5582

cgoodwin@meadowbrook.com

www.meadowbrook.com

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From: Carol Byrd [<mailto:CBYRD@baldwincountyal.gov>]

Sent: Friday, September 23, 2011 2:13 PM

To: Charles Goodwin

Subject: liability coverage

Good Afternoon Charles,

Attached is an agreement made with the Baldwin County Board of Education and the Baldwin County Commission of Baldwin County, concerning the use of facilities and transportation assets owned by the Board for the purpose of transporting evacuees during disaster events. The Board has ask about the liability, where the County has agreed to assume responsibility and control of the Transportation Assets for the purpose of transporting evacuees from Baldwin County. They are looking for an email to confirm the Board on their question?

Thank you

Carol Byrd

Insurance Coordinator/Land Management

Baldwin County Commission

(251) 937-0266 work

cbyrd@co.baldwin.al.us