

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made this day **18** and month **March** of 2026, by and between **Franklin County**, a Political subdivision of the State of Florida, hereinafter referred to as "**COUNTY**", and the **BIG BEND TRANSIT**, hereinafter referred to as "**BIG BEND TRANSIT**".

WITNESSETH:

WHEREAS, Franklin County is a "local emergency management agency" pursuant to Chapter 252, **Florida Statutes**, and therefore has the responsibility for "emergency management" for the COUNTY; and

WHEREAS, in furtherance of the Franklin County Comprehensive Emergency Management Plan, the COUNTY and the BIG BEND TRANSIT recognize the mutual benefits that will arise, as the result of the BIG BEND TRANSIT and its personnel working with the COUNTY during a state of emergency.

NOW, THEREFORE, the COUNTY and the BIG BEND TRANSIT, for and in consideration of the mutual covenants and promises provided for in this memorandum of agreement, agree as follows:

Section 1. **Purpose**. The purpose of this Agreement is to provide for cooperation and coordination between the COUNTY and the BIG BEND TRANSIT in carrying out responsibilities to serve the people of Franklin County during emergencies or disasters.

Section 2. **Obligations of the County**, Franklin County, through its Emergency Management Program, agrees to:

- A. Identify emergency transportation priorities in cooperation with the BIG BEND TRANSIT.
- B. Identify origins and destinations for emergency transportation resources.
- C. Provide as much advance notice as possible to BIG BEND TRANSIT for the need of BIG BEND TRANSIT'S assistance.
- D. Provide space in the Franklin County Emergency Operations Center (EOC) for a BIG BEND TRANSIT representative and any necessary support staff.
- E. Work with the BIG BEND TRANSIT to establish the necessary communication resources needed to coordinate the use of BIG BEND TRANSIT'S assistance.

Section 3. **Obligations of the BIG BEND TRANSIT**, The BIG BEND TRANSIT, through its CFO or designee, agrees to:

- A. Provide all necessary and requested assistance, to the lawful extent possible, to the COUNTY when a state of local emergency is declared by Franklin County as authorized by Section 252.38 (6) (e), **Florida Statutes**, in a manner consistent with the State Comprehensive Emergency Management Plan, and any supporting plans and procedures written in accordance with the provisions of Section 7 of this Agreement.
- B. Provide to the lawful extent possible, any requested assistance to the COUNTY in the event emergencies arise that do not require a "state of local emergency" to be declared by the Franklin County.
- C. Assist the COUNTY in establishing the necessary communications resources needed to coordinate the use of BIG BEND TRANSIT'S assistance.
- D. The "BIG BEND TRANSIT" will provide the following types of transportation services to the "COUNTY":

- 1. Ambulatory (Individuals able to walk without assistance)
- 2. Wheelchair (Individuals requiring a wheelchair for mobility)
- E. Days and Hours of Availability: The BIG BEND TRANSIT will provide the above services 24 hours a day, 7 days a week to the County during an emergency.
- F. Vehicle and Equipment Standards: All vehicles are subject to daily vehicle safety inspections by the driver, Safety Reviews are conducted biennially by the Florida Department of Transportation. The BIG BEND TRANSIT will provide the COUNTY with a copy of proof of insurance.

Section 4. **Training.** Both parties agree to support training activities as resources and time permit and recognize that training is essential to successfully providing assistance to the people of Franklin County in an emergency or disaster.

- A. Driver Requirements: All drivers are required to undergo pre-employment drug and alcohol screening as mandated by the Florida Department of Transportation and receive a negative test result before they are considered for hire as drivers. All hired safety sensitive personnel are entered into the random drug and alcohol (D & A) pool and subject to random D&A screening. All drivers receive training in Safety Regulations, Americans with Disabilities Act (ADA) rule and regulations, Passenger Sensitivity Training, the proper operation of wheelchair lifts, stretcher transports (one and two-man operations) tie downs, restraints, passenger assistance, etc.

Section 5. **Reimbursement Expenses:**

- A. Actual Emergencies: The COUNTY shall reimburse the BIG BEND TRANSIT for the actual cost to the BIG BEND TRANSIT for providing emergency transportation assistance. Expenses shall be allocated, based upon the prices below:

Service Type	Rate
Per vehicle deployed (includes driver, fuel)	\$85.00/Hour
Mileage reimbursement (if applicable)	\$0.655 per mile
Wait/standby time (at staging or shelter)	\$50.00/Hour
Driver per diem (if overnight required)	Based on GSA rate

Reimbursement for the BIG BEND TRANSIT shall be made in a lump sum and shall be paid within (60) days, or as soon as possible thereafter, if resources are unavailable to process payment, and after the BIG BEND TRANSIT provides the COUNTY with the itemized invoices for emergency transportation purposes. The BIG BEND TRANSIT shall provide the COUNTY with, and assist in, the completion of all necessary documentation within the BIG BEND TRANSIT'S control or possession, to enable the COUNTY to be reimbursed from other sources, as the result of the COUNTY'S expenditures.

- B. The BIG BEND TRANSIT will ensure a representative is available to help coordinate evacuation transportation during an emergency and will be responsible for that representative's pay.

Section 6. **Limit on Allocation:** The BIG BEND TRANSIT shall not furnish services provided for under this agreement which exceed the sum of \$25,000, unless funds for those services exceeding \$25,000 have been specifically authorized by the COUNTY.

Section 7. **Assumption of Liability:** The COUNTY and the BIG BEND TRANSIT agree that each will assume responsibility for negligent acts of its own officers, employees, and agents, including volunteers,

arising out of this Agreement. Each will defend all claims, causes of action, demands, suits, or other actions which any person may pursue based upon the negligent acts of the officers, employees, or agents, of the respective entity. Neither party assumes liability beyond that allowed by Section 768.28 **Florida Statutes**. This section shall not be construed as waiving any defense or limitation which either party may have against any claim or cause, or cause of action by any person not a party to this Agreement.

Section 8. **Employees of the BIG BEND TRANSIT.** The COUNTY and BIG BEND TRANSIT agree that throughout the term of this Agreement and during the performance of obligations hereunder, that the BIG BEND TRANSIT employees shall not be construed to either agents or employees of the COUNTY for the purposes of this Agreement.

Section 9. **Agreement to include Entire Agreement.** This Agreement constitutes the entire agreement between the BIG BEND TRANSIT and the COUNTY, any verbal understanding, statements or prior writing or agreements to the contrary notwithstanding.

Section 10. **Agreement Modification.** This Agreement shall not be modified unless such modification is in writing and signed by the COUNTY and the BIG BEND TRANSIT.

Section 11. **Termination.** Either party to the Agreement may terminate this Agreement by giving ninety (90) days' notice in writing to the other party.

Section 12. **Execution of Agreement.** Pursuant to Section 163.01 (11) **Florida Statutes**, this Agreement shall take effect after it has been signed by both the COUNTY and the BIG BEND TRANSIT, and upon being duly filed with the Clerk of the Court of Franklin County.

IN WITNESS WHEREOF, the COUNTY and the BIG BEND TRANSIT hereto have set their hands and seals on the date and year indicated.

ATTEST:
CLERK OF THE CIRCUIT COURT

By: *Michele Maxwell*
County Clerk

BOARD OF COUNTY
COMMISSIONERS OF FRANKLIN COUNTY,
FLORIDA

By: *Ridley D. Jones*
Chairman

Jennifer Daniels
Witness

BIG BEND TRANSIT Inc.,
By: *[Signature]*
General Manager

Jessica Lockhart
Witness