



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. FRANK BURT, JR.
2. CHRIS ELLIOTT
3. J. TUCKER DORSEY
4. CHARLES F. GRUBER

June 2, 2015

The Honorable Robert Wills
Mayor
City of Bay Minette
301 D'Olive Street
Bay Minette, Alabama 36507

RE: Intergovernmental Service Agreement Between Baldwin County and the City of Bay Minette for the Striping of Various Roads Inside the Bay Minette City Limits

Dear Mayor Wills:

The Baldwin County Commission, during its regularly scheduled meeting held on June 2, 2015, approved an *Intergovernmental Service Agreement* between the Baldwin County Commission and the City of Bay Minette for the Baldwin County Highway Department stripe crew to stripe the following roads inside the Bay Minette City Limits totaling 7.8 line miles:

- 1) East Almyra Avenue from Hand Avenue to Auburn Avenue
- 2) East 12th Avenue from Hand Avenue to Marks Avenue
- 3) East 11th Avenue from Hand Avenue to McConnell Avenue
- 4) East 9th Street from Hand Avenue to Mixon Avenue
- 5) East 5th Street from Hand Avenue to North White Avenue

This is a one-time estimated cost of \$4,880.00 for equipment and labor. The City of Bay Minette will be invoiced for the actual cost upon the completion of the project. This *Agreement* shall be effective upon full execution and terminate after twelve (12) months unless terminated by either party upon the delivery of a thirty (30) day notice of termination.

Enclosed is a **fully executed copy** of the *Agreement* for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-6833 or Cal Markert, County Engineer, at (251) 937-0371.

Sincerely,

CHARLES F. GRUBER, Chairman
Baldwin County Commission

CFG/met Item BF7

cc: Cal Markert
Troy Smith

ENCLOSURE

INTERGOVERNMENTAL SERVICE AGREEMENT

This Intergovernmental Service Agreement (“Agreement”) is entered into by and between the Baldwin County Commission (hereinafter “County”) and the City of Bay Minette, Alabama (hereinafter “City”), as follows:

RECITALS

Whereas, County is the duly formed governing body in and for Baldwin County, Alabama, and City is an incorporated municipality of the State of Alabama; and

Whereas, County and City are authorized under Alabama law to control, manage, supervise, regulate, repair, maintain, and improve (hereinafter collectively “control”) certain public roads inside their respective jurisdictions; and

Whereas, with the consent of the City Council of a municipality, the County may establish, construct, and maintain any road or street within the corporate limits of such municipality; and

Whereas, County and City acknowledge and agree that the roads listed below, as identified and depicted on *Exhibit A* hereto, are situated inside the present incorporated municipal limits of City, and are roads over which City is responsible for and over which City exercises control; and

Whereas, the City has requested that the County assist the City in its efforts to perform striping on the following roads inside Bay Minette City Limits:

Road Name	
East Almyra Ave	Stripe a distance of 0.56 line miles including center line and edge line
East 12 th Street	Stripe a distance of 2.68 line miles including center line and edge line
East 11 th Street	Stripe a distance of 1.52 line miles including center line and edge line
East 9 th Street	Stripe a distance of 2.28 line miles including center line and edge line
East 5 th Street	Stripe a distance of 0.88 line miles including center line and edge line

Whereas, the County submitted an Estimate Sheet (*Exhibit B*) identifying an approximation (i.e. \$4,880.00) of the actual value for labor and equipment that the County has placed upon the services to stripe the roads listed above; and

Whereas, the City wishes for the County to perform the requested services even though the Estimate Sheet (*Exhibit B*), may or may not reflect the actual cost incurred by the County to perform said services on behalf of the City; and

Whereas, County and City now wish to enter into this Agreement to provide striping on the roads listed above which are inside the City’s jurisdiction.

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

1. **Recitals:** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.
2. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is to provide for the striping on the above listed public roads and rights-of-way inside the corporate limits of the City.
3. **City Remains Owner of Right-of-Way:** The City, at all times including during the effective term of this Agreement and beyond, shall retain exclusive responsibility for and control over the road portions specifically identified and depicted on *Exhibit A* hereto. The County, however, obtains no rights, responsibilities or control for the subject right-of-way as a result of the duties and/or obligations contained anywhere herein either during or following the effective term of this Agreement.
4. **No Joint Ownership of Property:** The parties acknowledge and agree that they will not jointly acquire, own, or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.
5. **Inapplicability to Roads Not Expressly Identified:** The parties acknowledge and agree that this Agreement does not address or affect, and that the parties do not intend by this Agreement to address or affect, the responsibility for or control of any road or road portion not expressly identified and depicted herein.
6. **Financing and Budgeting:** Each party shall be responsible for financing the obligations undertaken by that party hereunder, and shall not be responsible for financing, or in any other manner contributing to, the costs or expenses of the obligations undertaken by the other party unless expressly identified herein.
7. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties (“Effective Date”).
8. **Term:** The term of this Agreement shall be for twelve (12) months from its Effective Date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original contract has been approved by the Parties.
9. **Services to be Performed by County:**
 - A. Perform striping on above listed roads
 - B. Remit invoice to the City for actual costs incurred upon completion.
Note: County cannot sell bid item materials to the City.
10. **Services to be Performed by City (the Project):**
 - A. Comply with all necessary local, State and Federal rules, regulations and laws applicable to the Project and this Agreement.
 - B. Furnish and/or acquire all necessary property rights, including without limitation any necessary access and ownership rights, for access to the right-of-way without cost or liability to the County.
 - C. Adjust and/or relocate all utilities for the project without cost to the County if applicable.

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Monica E Taylor, a Notary Public in and for said County, in said State, hereby certify that CHARLES F. GRUBER and RONALD J. CINK, as Chairman and Interim County Administrator of the Baldwin County Commission, respectively, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they executed the same voluntarily for and as an act of the Baldwin County Commission.

Given under my hand and official seal, this the 3rd day of June, 2015.

Monica E Taylor
Notary Public

My Commission Expires: My Commission Expires 09/05/2016

CITY:
THE CITY OF BAY MINETTE

Robert Wills / 6-1-15
MAYOR ROBERT WILLS /Date

ATTEST:

Joe Landenwich / 6/1/15
JOE LANDENWICH /Date
FINANCE DIRECTOR

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Hugh Dickson, a Notary Public, in and for said County in said State, hereby certify that MAYOR ROBERT WILLS, and JOE LANDENWICH, whose names as Mayor and Finance Director of the City of Bay Minette, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same with full authority to do so, as an act of the City of Bay Minette, Alabama.

Given under my hand and official seal, this the 1st day of June, 2015.

Hugh Dickson
Notary Public
My Commission Expires: 3/27/19



STRIPING FOR CITY OF BAY MINETTE



Baldwin County Highway Department Estimate Sheet

DATE: 5/8/2015			Area: - 100		
Requested By:	City of Bay Minette				
Sponsored By:	City of Bay Minette				
LOCATION:	Striping of various roads in the Bay Minette city limits				
Scope of Work:	Striping of East Almyra Ave, East 12th St, East 11th St, East 9th St and East 5th St totaling 7.8 line miles				
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	SUBTOTAL
Equipment	Road Striping (Crew Cab and Striping Truck)	Hours	40.00	\$92.00	\$3,680.00
Labor	Road Striping (4-Man Crew)	Man Hrs	40.00	\$30.00	\$1,200.00
Material	Yellow Striping Paint	Gal	135.00	\$8.57	\$1,156.00
	White Striping Paint	Gal	135.00	\$8.57	\$1,156.00
TOTAL	Equipment and Labor				\$4,880.00
TOTAL	Material (For Informational Purposes Only)				\$2,312.00
TOTAL	Labor, Equipment and Materials				\$7,192.00