

AGREEMENT

TRANSFER OF MAINTENANCE OF EAST FLYING K ROAD FROM SR 59 TO CR 49 AND FLOWERWOOD ROAD FROM SR 59 TO THE TOWN OF LOXLEY CORPORATE LIMITS

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

RECITALS

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

Whereas, County and Town 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, County and Town acknowledge and agree that County maintains East Flying K Road from SR 59 to CR 49 and Flowerwood Road from SR 59 to end of pavement; and

Whereas, County has authorized funding for certain resurfacing projects throughout Baldwin County, including projects to resurface East Flying K Road from SR 59 to CR 49 and Flowerwood Road from SR 59 to end of pavement (hereinafter “Projects”); and

Whereas, some or all of each of the projects lie within the corporate limits of Town; and

Whereas, Town agrees, upon completion of projects, to accept maintenance of East Flying K Road from SR 59 to CR 49 (approximately 540 feet) and Flowerwood Road from SR 59 to the Town of Loxley corporate limits (approximately 390 feet); and

Whereas, Town has found and determined that taking over control of East Flying K Road from SR 59 to CR 49 and Flowerwood Road from SR 59 to the Town of Loxley corporate limits is in the best interest of Town; and

Whereas, County has found and determined that allowing Town to take control of East Flying K Road from SR 59 to CR 49 and Flowerwood Road from SR 59 to the Town of Loxley corporate limits, is in the best interest of County; and

Whereas, County and Town now wish to enter into this Agreement to provide for their joint cooperation in the completion of the Projects and successive transfer of maintenance responsibilities.

Whereas, both County and Town have previously adopted Resolutions by their governing bodies assenting to this action and authorizing their respective officers to execute this Agreement; and

Whereas, County and Town are authorized to enter into this type of agreement pursuant to Code of Alabama, Section 11-49-80 and other state laws and constitutional amendments;

NOW, THEREFORE, in consideration of ten dollars (\$10.00), the mutual covenants and benefits achieved hereby, and other good and valuable consideration, the County and Town hereby agree as follows:

Section 1. That Town shall take over and assume the sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for East Flying K Road from SR 59 to CR 49 (approximately 540 feet) and that portion of Flowerwood Road from SR 59 to the Town of Loxley corporate limits (approximately 390 feet) as shown in the attached Exhibit "A" and Exhibit "B" effective upon completion of the Projects.

Section 2. That County hereby agrees that it shall resurface (one time) that portion of East Flying K Road from SR 59 to CR 49 and that portion of Flowerwood Road from SR 59 to the Town of Loxley corporate limits with a minimum 1 and ½ inch overlay (the "Projects") and that the Town's obligations under Section 1 shall not commence until the completion of said Projects by County.

Section 3. Town shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this section as "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses made, filed, asserted or alleged by any person(s) or entity(ies) not a party to this Agreement, including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, including claims for injunctive relief, condemnation or inverse condemnation, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to this Agreement, the provision of services, duties or obligations hereunder, or any act or omission by the Town. This indemnification shall survive the expiration or termination of this Agreement.

Section 4. That this Agreement contains the entire agreement of the parties concerning East Flying K Road from SR 59 to CR 49 and that portion of Flowerwood Road from SR 59 to the Town of Loxley corporate limits, and there are no other agreements, representations, covenants, or commitments by either party relating to this subject matter other than those contained in this agreement.

In Witness Whereof, County and Town, by and through their duly authorized officers, have set their hands and seals on the dates indicated below, and this Agreement is effective as of the date the last party signs below.

COUNTY:
BALDWIN COUNTY

ATTEST:

BY: *J. Tucker Dorsey* / 3.1.16
J. Tucker Dorsey /Date
Chairman

Ronald J. Cink / 3-1-16
Ronald J. Cink /Date
County Administrator



TOWN:
THE TOWN OF LOXLEY

ATTEST:

BY: *Billy Middleton* / 2-22-16
Billy Middleton /Date
Mayor

Melissa Lawrence / 2-22-16
Melissa Lawrence /Date
Town Clerk

State of Alabama)
County of Baldwin)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. TUCKER DORSEY, as Chairman of the Baldwin County Commission, and RONALD J. CINK, County Administrator of the Baldwin County Commission, 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 the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

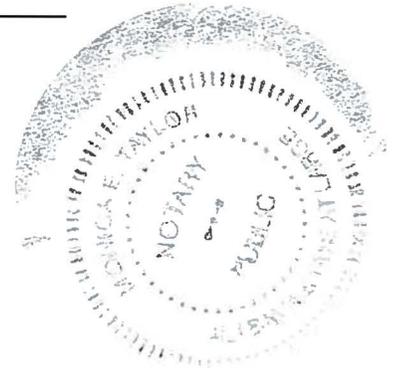
Given under my hand and official seal, this the 1st day of March, 2016.

Monica E. Taylor

Notary Public

My Commission Expires: _____

My Commission Expires 09/05/2016



State of Alabama)
County of Baldwin)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, Billy Middleton, whose name as Mayor of the Town of Loxley, and Melissa Lawrence, whose name as Town Clerk of the Town of Loxley, 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 the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Town of Loxley.

Given under my hand and official seal, this the 22nd day of February, 2016.

Mark A. Watts
Notary Public
My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: 12-13-2017
BONDED THRU NOTARY PUBLIC UNDERWRITERS



EXHIBIT A - E FLYING K RD





Exhibit B - FLOWERWOOD RD

