



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 7, 2016

Ms. Lisa B. Hansen
General Counsel
Archdiocese of Mobile
356 Government Street
Mobile, Alabama 36602

RE: Agreement between Baldwin County Commission and St. Michael Catholic High School - Local Match for Intersection Improvements on State Road 104 at Higbee Road

Dear Ms. Hansen:

The Baldwin County Commission, during its regularly scheduled meeting held on June 7, 2016, approved an *Agreement* between the Commission and St. Michael Catholic High School for the required twenty percent (20%) local matching funds for intersection improvements on State Road 104 at Higbee Road with an estimated cost of \$87,500.00 to be provided by St. Michael Catholic High School. This *Agreement* shall be effective upon full execution and shall terminate upon project completion.

Please find enclosed 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) 972-8502 or Cal Markert, County Engineer, at (251) 937-0371.

Sincerely,

TUCKER DORSEY, Chairman
Baldwin County Commission

TD/met Item BE4

cc: Cal Markert
Lisa Sangster
Mary Booth

ENCLOSURE

**AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION
AND ST. MICHAEL CATHOLIC HIGH SCHOOL**

THIS AGREEMENT is made and entered into by and between the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama (hereinafter referred to as the Commission), and ST. MICHAEL CATHOLIC HIGH SCHOOL, a nonprofit corporation (hereinafter referred to as St. Michael), as follows:

WITNESSETH:

WHEREAS, St. Michael is a new Catholic High School which is under construction in Baldwin County, Alabama; and

WHEREAS, certain intersection improvements on SR 104 at Higbee Road have been deemed necessary in order to accommodate the traffic flows in the area; and

WHEREAS, the Eastern Shore Metropolitan Planning Organization (MPO) is the organization designated by the Governor of the State of Alabama as being responsible, together with the State of Alabama, for implementing the applicable provisions of 23 USC 134 and 135 (amended by MAP-21 Sections 1201 and 1202, July 2012); 42 USC 2000d-1, 7401; 23 CFR 450 and 500; and 40 CFR 51 and 93; and

WHEREAS, the Baldwin County Commission has submitted to the MPO for a project to install the intersection improvements on SR 104 at Higbee Road for inclusion in the FY2016-2019 Transportation Improvement Program; and

WHEREAS, the SR 104/Higbee Rd. Intersection Improvement Project (ALDOT Project Number: PE 100065307, CN 100065308) has been submitted for funding through MPO Surface Transportation Funds which requires a 20% local match; and

WHEREAS, the project has an estimated cost of \$437,500.00, with an estimated local match of \$87,500.00; and

WHEREAS, St. Michael has agreed to provide the required local matching funds which are estimated to be in the amount of \$87,500.00.

NOW, THEREFORE, the Commission and St. Michael do hereby mutually covenant and agree as follows:

1. The Commission will enter into the appropriate agreements with ALDOT and the MPO to obtain the required funding, subject to the provision of the local match.

2. St. Michael agrees to pay the sum of \$87,500.00 to be held in escrow by the Commission, and said funds may be disbursed by the Commission in order to provide the local matching funds required for the Project.

3. In the event the local matching funds required for the design and construction of the Project exceeds the sum of \$87,500.00, St. Michael shall provide any additional required matching funds within thirty (30) days of receipt of an invoice from the Commission. In the event the design and construction of the Project comes in under budget and the required local matching funds are less than \$87,500.00, the Commission will refund the difference between the \$87,500.00 held in escrow and the actual amount required for the local matching funds.

4. In the event the Commission elects not to proceed with the Project, the Commission shall have the right to terminate this Agreement by giving ten (10) days written notice of such termination to St. Michael, and the Commission shall return the funds paid in escrow pursuant to Section 2 above.

5. Assignment. No assignment of this Agreement or any right or duty accruing under this Agreement shall be made, in whole or in part, by either party, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

6. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, each of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

7. Entire Agreement. This Agreement and the documents referred to in this Agreement constitute the entire agreement between the parties and supersedes any prior contracts or agreements, and there are no other conditions, covenants or agreements which shall be binding between the parties.

8. Rule of Construction. The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise 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 or exhibits hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their duly authorized representatives on this 7th day of June, 2016.



BALDWIN COUNTY, ALABAMA

By: J. Tucker Dorsey
J. Tucker Dorsey, Chairman

ATTEST:

Ronald J. Cink
Ronald J. Cink, County Administrator/Budget Director

ST. MICHAEL CATHOLIC HIGH SCHOOL

By: Rev. Msgr. Michael L. Farmer
Rev. Msgr. Michael L. Farmer, President

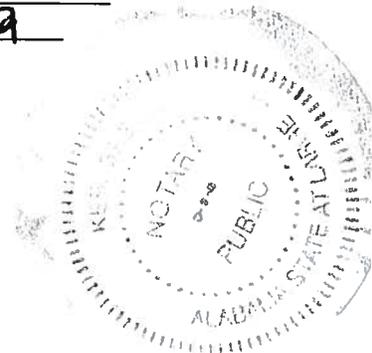
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Keri Green, a Notary Public in and for said county in said state, hereby certify that J. Tucker Dorsey, whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/Budget Director of the Baldwin County Commission, a political subdivision of the State of Alabama, 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 such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and official seal this 7th day of June, 2016.

Notary Public: Keri Green
My Commission Expires: 11-23-19



STATE OF ALABAMA

COUNTY OF BALDWIN

I, Lisa Bradford Hansen, a Notary Public in and for said county in said state, hereby certify that Rev. Msgr. Michael L. Farmer, whose name as President of St. Michael Catholic High School, a nonprofit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said St. Michael Catholic High School on the day the same bears date.

Given under my hand and official seal this 11th day of May, 2016.

Notary Public: Lisa Bradford Hansen
My Commission Expires: 11-13-19

