

COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507

(251) 937-0264

Fax (251) 580-2500

www.baldwincountyal.gov

June 21, 2016

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

The Honorable Kenneth Underwood
Mayor
Town of Magnolia Springs
Post Office Box 890
Magnolia Springs, Alabama 36555
Attn: Karen S. Biel, Town Clerk

RE: Intergovernmental Service Agreement between Baldwin County and the Town of Magnolia Springs for the Striping of Gates Avenue and County Road 49 Inside Magnolia Springs Town Limits

Dear Mayor Underwood:

The Baldwin County Commission, during its regularly scheduled meeting held on June 21, 2016, approved an *Intergovernmental Service Agreement* between Baldwin County and the Town of Magnolia Springs for the Highway Department Striping Crew to stripe the following roads inside the Magnolia Springs Town Limits for an estimated cost of \$2,052.00 for labor and equipment:

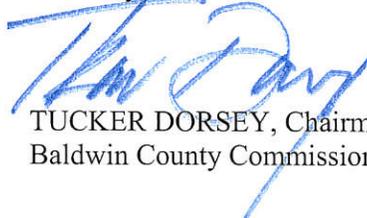
Gates Avenue from Old Marlow Road to County Road 49
County Road 49 from Highway 98 to the end of Town limits

The Town of Magnolia Springs will be invoiced the actual cost for labor and equipment upon 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.

Please find enclosed a **fully executed copy** of the *Intergovernmental Service 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 BJ2

cc: Cal Markert
Lisa Sangster

ENCLOSURE

INTERGOVERNMENTAL SERVICE AGREEMENT

This Intergovernmental Service Agreement (“Agreement”) is entered into by and between the Baldwin County Commission (hereinafter “County”) and the Town of Magnolia Springs, 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, with the consent of the Town 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 Town 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 Town, and are roads over which Town is responsible for and over which Town exercises control; and

Whereas, the Town has requested that the County assist the Town in its efforts to perform striping on the following roads inside Magnolia Springs Town Limits:

Road Name		
Gates Avenue	Stripe a distance of 0.20	line miles including center line, edge line, and pavement markers
County Road 49	Stripe a distance of 0.92	line miles including center line, edge line, and pavement markers

Whereas, the County submitted an Estimate Sheet (*Exhibit B*) identifying an approximation (i.e. \$2,052.00) 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 Town 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 Town; and

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

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, County and Town 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 Town.
3. **Town Remains Owner of Right-of-Way:** The Town, 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 Town for actual costs incurred upon completion.
Note: County cannot sell bid item materials to the Town.
10. **Services to be Performed by Town (the Project):**
 - A. Comply with all necessary local, State and Federal rules, regulations and laws applicable to the Project and this Agreement.

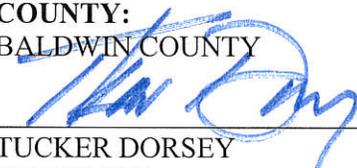
Agreement, and time, or the lapse thereof, shall not be used for or argued as a defense for, the Town against the same.

Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County or Town or in any way diminish any immunity, absolute or qualified, to which the County and Town are otherwise entitled by law.

- 13. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and Town and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
- 14. **Both Parties Contributed Equally to the Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both County and Town have contributed substantially and materially to the preparation of this Agreement.
- 15. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- 16. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer, or other encumbrance, signed by the parties.
- 17. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the State of Alabama, including without limitation all issues relating to capacity, formation, interpretation, and available remedies, without regard to Alabama conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution below.

COUNTY:
BALDWIN COUNTY


TUCKER DORSEY
CHAIRMAN

/ DATE

6/21/16

ATTEST:

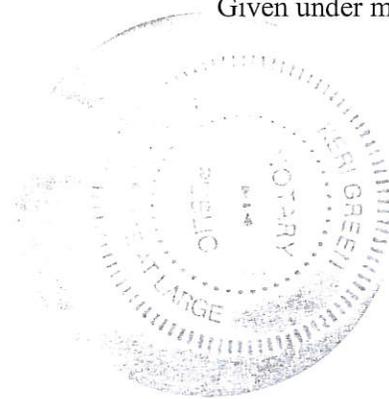

RONALD J. CINK / DATE
COUNTY ADMINISTRATOR



STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Keri Green, a Notary Public in and for said County, in said State, hereby certify that TUCKER DORSEY and RONALD J. CINK, as Chairman and 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 21st day of June, 2016.



Keri Green
Notary Public

My Commission Expires: 11-23-19

TOWN:
THE TOWN OF MAGNOLIA SPRINGS

Kenneth D Underwood 6/20/16
MAYOR KENNETH UNDERWOOD /Date

ATTEST:

Karen S Biel 6/20/16
KAREN S. BIEL /Date
TOWN CLERK

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Karen S. Biel, a Notary Public, in and for said County in said State, hereby certify that MAYOR KENNETH D. UNDERWOOD, and KAREN S. BIEL, whose names as Mayor and Town Clerk of the Town of Magnolia Springs, respectively, are signed to the forgiving 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 Town of Magnolia Springs, Alabama.

Given under my hand and official seal, this the 20th day of June, 2016.

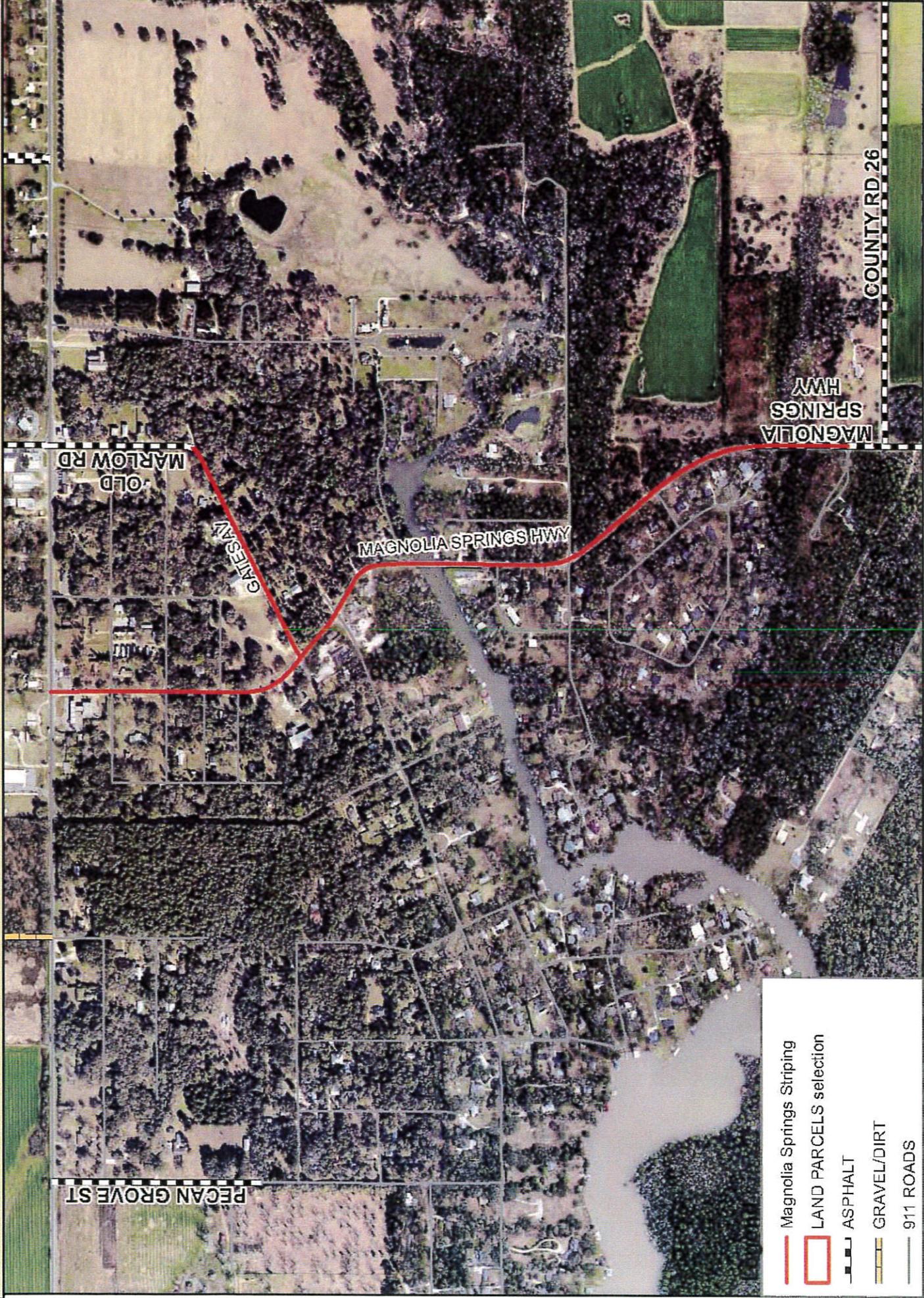


Karen S Biel
Notary Public

My Commission Expires: 4-11-2020

MAGNOLIA SPRINGS STRIPING

Exhibit A



- Magnolia Springs Striping
- LAND PARCELS selection
- ASPHALT
- GRAVEL/DIRT
- 911 ROADS

