

## AGREEMENT

### **TRANSFER OF MAINTENANCE OF COUNTY ROAD 83 FROM KICHLER CIR S TO OLD FOLEY ROAD**

This Intergovernmental Service Agreement (“Agreement”) is entered into by and between the Baldwin County Commission (hereinafter “County”) and the Town of Elberta, 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 County Road 83 from Kichler Cir S to Old Foley Road; and

**Whereas**, County has authorized funding for certain resurfacing projects throughout Baldwin County, including a project to resurface County Road 83 from Kichler Circle S to Old Foley Road (hereinafter “Projects”); and

**Whereas**, some or all of each of the project lies within the corporate limits of Town; and

**Whereas**, Town agrees, upon completion of projects, to accept maintenance of County Road 83 from Kichler Cir S to Old Foley Road (approximately 5322 feet); and

**Whereas**, Town has found and determined that taking over control of County Road 83 from Kichler Cir S to Old Foley Road is in the best interest of Town; and

**Whereas**, County has found and determined that allowing Town to take control of County Road 83 from Kichler Circle S to Old Foley Road 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 County Road 83 from Kichler Circle S to Old Foley Road (approximately 5322 feet) as shown in the attached Exhibit "A" effective upon completion of the Projects.

Section 2. That County hereby agrees that it shall resurface (one time) that portion of County Road 83 from Kichler Circle S to Old Foley Road 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 Project 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 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, or 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 County Road 83 from Kichler Circle S to Old Foley Road 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:

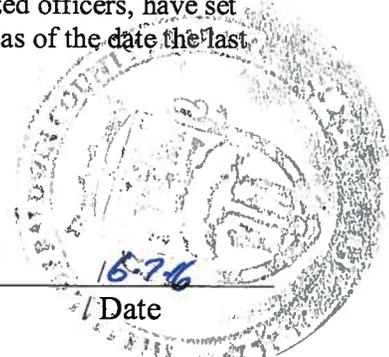
BY:

J. Tucker Dorsey  
Chairman

6.7.16  
/Date

Ronald J. Cink  
County Administrator

6.7.16  
/Date



TOWN:  
THE TOWN OF ELBERTA

ATTEST:

BY:

Marvin Williams  
Mayor

4/4/16  
/Date

Lisa Salter  
Town Clerk

4/4/16  
/Date

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 7<sup>th</sup> day of June, 2016.

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

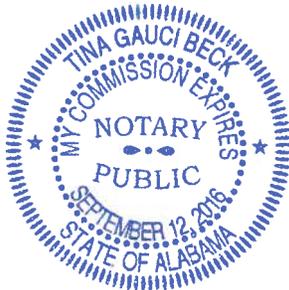


State of Alabama )  
County of Baldwin )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, Lisa Selter, whose name as Town Clerk of the Town of Elberta, and EM Williams, whose name as Mayor of the Town of Elberta, 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 Elberta.

Given under my hand and official seal, this the 4 day of April, 2016.

Tina Gauci Beck  
Notary Public  
My Commission Expires: 9-12-16





# EXHIBIT A - CR 83 FROM KICHLER CIR S TO OLD FOLEY RD

