

AGREEMENT

TRANSFER OF MAINTENANCE OF CERTAIN PORTIONS OF COUNTY ROAD 12 S TO THE CITY OF FOLEY

This Intergovernmental Service Agreement (“Agreement”) is entered into by and between the Baldwin County Commission (hereinafter “County”) and the City of Foley, 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, County and City acknowledge and agree that County maintains County Road 12 S beginning at the corporate City limits (approximately 250 feet west of State Route 59) to State Route 59 (hereinafter “Section A”) as shown in the attached Exhibit A; and

Whereas, County has authorized funding for certain resurfacing projects throughout Baldwin County, including a project to resurface County Road 12 S from County Road 49 to State Route 59 which includes the resurfacing of roadway Section A (hereinafter “County Project”); and

Whereas, some or all of the County Project lies within the corporate limits of City; and

Whereas, City agrees, upon completion of County Project, to accept maintenance of Section A of County Road 12 S (approximately 250 feet); and

Whereas, City has found and determined that taking over control of Section A of County Road 12 S is in the best interest of City; and

Whereas, County has found and determined that allowing City to take control of Section A of County Road 12 S is in the best interest of County; and

Whereas, County and City acknowledge and agree that County maintains County Road 12 S from approximately 1450 feet east of the Foley Beach Express to approximately 4185 feet east of the Foley Beach Express (hereinafter “Section B”) as shown in the attached Exhibit B; and

Whereas, City has authorized funding for a certain widening and resurfacing project on portions of CR 12 S which includes roadway Section B of CR 12 S; and

Whereas, some or all of Section B lies within or adjacent to the corporate limits of City; and

Whereas, City agrees, within 30 days of the execution of this agreement, to take all necessary steps to accept for maintenance Section B of County Road 12 S (approximately 2735 feet); and

Whereas, County agrees, within 30 days of the execution of this agreement, to pay to the City of Foley \$45,000 for the cost of resurfacing Section B of CR 12 S; and

Whereas, County agrees, within 30 days of receipt of an invoice, to pay one-half of the cost, of any overruns related to the resurfacing of Section B of CR 12 S with such payment not to exceed \$8,500; and

Whereas, City has found and determined that taking over control of Section B of County Road 12 S is in the best interest of City; and

Whereas, County has found and determined that allowing City to take control of Section B of County Road 12 S is in the best interest of County; and

Whereas, County and City now wish to enter into this Agreement to provide for their joint cooperation in the completion of the County Project and the City Project and transfer of maintenance responsibilities; and

Whereas, both County and City 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 City 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, County and City hereby agree as follows:

Section 1. The City shall take over and assume the sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for County Road 12 S beginning at the corporate City limits (approximately 250 feet west of State Route 59) to State Route 59 (Section A) as shown in the attached Exhibit A, effective upon completion of the resurfacing of Section A of County Road 12 S by the County as set forth in Section 2 below.

Section 2. The County hereby agrees that it shall resurface (one time) Section A of County Road 12 S with a minimum 1 and ½ inch overlay, and that the City's obligations under Section 1 shall not commence until the completion of said resurfacing.

Section 3. The City shall take all necessary steps to take over and assume the sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for County Road 12 S from approximately 1450 feet east of the Foley Beach Express to approximately 4185 feet east of the Foley Beach Express (hereinafter "Section B") as shown in the attached Exhibit B, within 30 days of the execution of this Agreement.

Section 4. That County shall, within 30 days of the satisfaction of Section 3 above, issue payment to the City in the amount of \$45,000 for the cost of resurfacing Section B of CR 12 S.

Section 5. That County shall, within 30 days of receipt of an invoice from City, pay one-half of the cost of any overruns for the cost of resurfacing Section B of CR 12 S, with the County's contribution to overruns not to exceed \$8500. The County's obligations under this Section shall cease if City fails to deliver an invoice for actual project overrun costs within 100 days of the execution of this Agreement.

Section 6. To the fullest extent allowed by law, City 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 City. This indemnification shall survive the expiration or termination of this Agreement.

Section 7. Based on the condition and use of Section A and Section B of County Road 12 S, and the request by City, in accordance with Ala. Code Section 11-49-80 and 81 (1975), County and City agree that, with the exception of the County's obligations as set forth in this Agreement, the County shall not be required to pay any sum or sums, or provide any other services, for being relieved of the ownership, control, management, supervision, repair, improvement and responsibility for Section A of County Road 12 S.

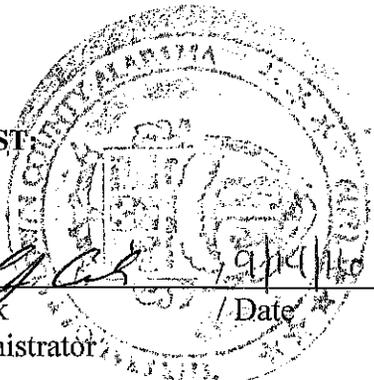
Section 8. That this Agreement contains the entire agreement of the parties concerning Section A and Section B of County Road 12 S, and there are no other agreements, representations, covenants, or commitments by either party relating to this subject matter other than those contained in this agreement.

In Witness Whereof, County and City, 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

BY: *J. Tucker Dorsey* 1-9-14-16
J. Tucker Dorsey /Date
Chairman

ATTEST:


Ronald J. Cirk 1-9-14-16
Ronald J. Cirk /Date
County Administrator

CITY:
THE CITY OF FOLEY

BY: *John Koniar* 1-9-14-16
John Koniar /Date
Mayor

ATTEST:

Vickey Southern 1-9-7-2016
Vickey Southern /Date
City Clerk

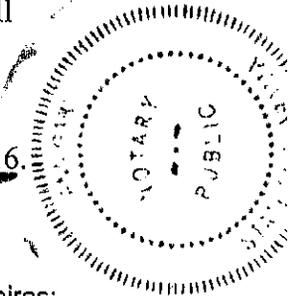
State of Alabama)
County of Baldwin)

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 14th day of September, 2016.

[Signature]
Notary Public

My Commission Expires: _____ My Commission Expires: October 12, 2019



State of Alabama)
County of Baldwin)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, JOHN KONIAR, whose name as Mayor of the City of Foley, and Vickey Southern, whose name as City Clerk of the City of Foley, 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 City of Foley.

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

[Signature]
Notary Public

My Commission Expires: _____

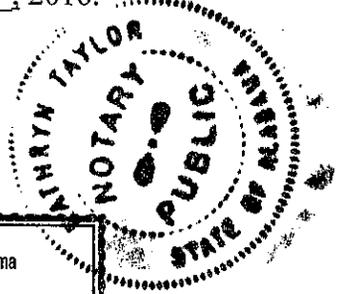




EXHIBIT A - CR 12 S FROM CITY LIMITS TO SR 59 (SECTION A)



EXHIBIT B - CR 12 S EAST OF THE FBE (SECTION B)

