

## AGREEMENT

### **TRANSFER OF MAINTENANCE OF CERTAIN PORTIONS OF THE FOLEY BEACH EXPRESS 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 the Foley Beach Express from the south right-of-way line of County Road 12 S to the north right-of-way line of County Road 20, including the traffic signals at the intersection of the Foley Beach Express and County Road 12 S and at the intersection of the Foley Beach Express and County Road 20, (hereinafter collectively referred to as “Section A”) as shown in the attached Exhibit A; and

**Whereas**, County and City acknowledge and agree that Section A of the Foley Beach Express is subject to The “Foley-Beach Express” Agreement (hereinafter The “Tri-Party Agreement”), a tri-party agreement between the City, County, and the Baldwin County Bridge Company, LLC, which was executed by the parties on or about June 1, 1999, and that said Tri-Party Agreement governs various aspects of the management and use of Section A of the Foley Beach Express; and

**Whereas**, City has authorized funding for a certain project in the right-of-way of Section A of the Foley Beach Express (hereinafter “City Project”); and

**Whereas**, all of Section A of the Foley Beach Express lies within the corporate limits of City; and

**Whereas**, City agrees, within 60 days of the execution of this Agreement, to take all necessary steps to accept for maintenance Section A of the Foley Beach Express (approximately 1 mile); and

**Whereas**, City has found and determined that taking over control of Section A of the Foley Beach Express is in the best interest of City; and

**Whereas**, County has found and determined that allowing City to take control of Section A of the Foley Beach Express 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 transfer of maintenance responsibilities of Section A of the Foley Beach Express; 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. That City shall, within 60 days of the execution of this Agreement, take over and assume the sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for Section A of the Foley Beach Express (which includes the Foley Beach Express from the south right-of-way line of County Road 12 S to the north right-of-way line of County Road 20, including the traffic signals at the intersection of the Foley Beach Express and County Road 12 S and at the intersection of the Foley Beach Express and County Road 20) as shown in the attached Exhibit A.

Section 2. That the City hereby confirms and ratifies The Tri-Party Agreement and shall continue to enforce and uphold the terms and conditions of The Tri-Party Agreement for Section A of the Foley Beach Express.

Section 3. 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.

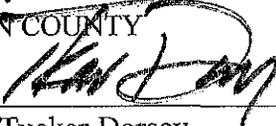
Section 4. That this Agreement and the agreements and documents referred to herein contain the entire agreement of the parties concerning Section A of the Foley Beach Express, and there are no other agreements, representations, covenants, or commitments by either party relating to this subject matter other than those contained or referenced 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  
Chairman

/Date

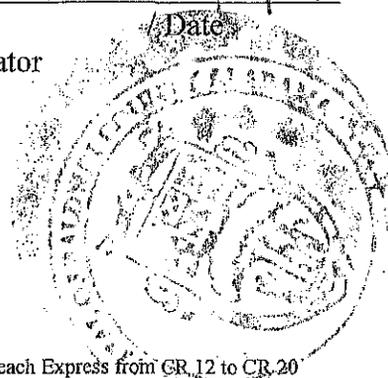
7/14/16

ATTEST:

  
Ronald J. Cink  
County Administrator

/Date

7/14/16



CITY:  
THE CITY OF FOLEY

BY: [Signature] / 9/16  
John Koniar / Date  
Mayor

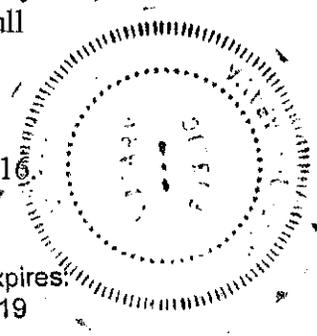
ATTEST:  
[Signature] / 19-7-2016  
Vickey Southern / Date  
City Clerk

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 14<sup>th</sup> 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 7<sup>th</sup> day of September, 2016.

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_



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# EXHIBIT A - FBE FROM CR 12 S TO CR 20 (SECTION A)

