



## 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. JAMES E. BALL  
2. JOE DAVIS, III  
3. BILLIE JO UNDERWOOD  
4. CHARLES F. GRUBER

November 19, 2019

The Honorable David Wilson  
Mayor  
Town of Summerdale  
502 W. Lee Avenue  
Summerdale, Alabama 36580  
ATTN: Tiffany Roberts Lynn, Town Clerk

**RE: County Road 28 and State Route 59 Traffic Signal Installation -  
Intergovernmental Service Agreement with the Town of Summerdale**

Dear Mayor Wilson:

The Baldwin County Commission, during its regularly scheduled meeting held on November 19, 2019, approved the *Intergovernmental Service Agreement* between Baldwin County and the Town of Summerdale for funding assistance to install a traffic signal at the intersection of County Road 28 and State Route 59. This *Agreement* shall become effective upon the date of full execution by both parties and terminate twenty-four (24) months from its effective date.

Enclosed is 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) 972-8515 or Joey Nunnally, County Engineer, at (251) 937-0371.

Sincerely,

BILLIE JO UNDERWOOD, Chairman  
Baldwin County Commission

BJU/met Item GN1

cc: Joey Nunnally  
John Sedlack  
Lisa Sangster

ENCLOSURE(S)

## INTERGOVERNMENTAL SERVICE AGREEMENT

This Intergovernmental Service Agreement (“Agreement”) is entered into by and between the Baldwin County Commission (hereinafter “County”) and the Town of Summerdale, 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 or rights-of-way inside their respective jurisdictions; and

**Whereas**, County and Town agree to pursue, in conjunction with the Alabama Department of Transportation (hereinafter “ALDOT”), the construction of a new traffic signal at the intersection of County Road 28 and State Route 59 (hereinafter “the Project”); and

**Whereas**, County and Town acknowledge and agree that County currently maintains County Road 28 within the Project limits, and ALDOT currently maintains SR 59 within the Project limits; and

**Whereas**, Town agrees to provide payment in the amount of \$75,000 to the County to assist with the cost of the Project; and

**Whereas**, Town agrees to enter into an agreement with ALDOT to provide maintenance of the traffic signal; and

**Whereas**, County and Town wish to enter into this Agreement to provide for the construction, maintenance, and funding of the proposed Project; and

**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:
  - A. Establish the County’s responsibility to prepare, or have prepared, construction plans for the Project, donate employee time and resources to let the Project out for



public bid, coordinate utility relocations, and provide construction, engineering, and inspection (hereinafter "CE&I") for Project construction; and

- B. Establish the Town's responsibility for providing payment in the amount of \$75,000 to the County to assist with the cost of the Project; and
  - C. Establish the Town's responsibility for entering into an agreement with ALDOT for maintenance of the signal;
3. **County Remains Owner of Right-of-Way:** The County, at all times including during the effective term of this Agreement, shall retain exclusive responsibility for and control over County Road 28 within the Project limits. The County and Town obtain no additional rights, responsibilities or control for the subject road and rights-of-way as a result of the duties and/or obligations contained anywhere herein either during or following the effective term of this Agreement.

However, nothing in this Agreement shall preclude or inhibit the Town's future acceptance the above-mentioned roadways for maintenance through agreement, annexation, or other legal means.

4. **Maintenance:** Upon completion of the Project, the Town shall assume exclusive responsibility for the cost of maintaining the new traffic signal. The terms of such maintenance shall be established with ALDOT through a separate agreement.
5. **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.
6. **Financing and Budgeting:** County and Town, respectively, 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 actual 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 twenty-four (24) 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 Agreement has been approved by the Parties.
9. **Services to be Performed by County**
- A. Comply with all necessary local, State and Federal rules, regulations and laws applicable to this Agreement and the Surface Transportation funding requirements.





12. **Indemnity:** Town accepts the improvement, work, property, product, funds and services of the County as a result of the Project in its "WHERE IS", "AS IS", condition and acknowledges that the County has made no representation or warranty to Town as to, and has no obligation for the condition of, the improvements, work, property, product, funds and services of the County. Town assumes the risk of any latent or patent defects or problems that are or may be contained in the improvements, work, property, product, funds and services of the County or Town. Town agrees that the County shall not be liable for any injury, loss or damage on account of any such defects or problems. Town for itself and Town Representatives waive and release the County from any claims for injury to persons (other than County employees) or damage to the personal property by reason of the condition of the improvements, work, property, product, funds and services of the County or otherwise.

All guarantees, duties, representations, and assurances, without limitation, contained within Section 12 shall survive and exist beyond the date of termination or expiration of this Agreement, and time, or the lapse thereof, shall not be used for, or argued as a defense by, 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 related to any immunity, absolute or qualified, to which the County and Town are otherwise entitled by law.

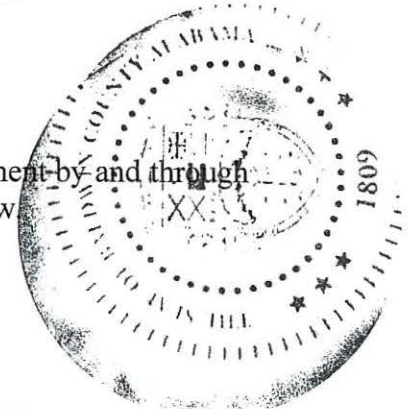
13. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and Town and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
14. **Both Parties 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 by and through their duly authorized representatives as of the date of full execution below

**COUNTY:**  
BALDWIN COUNTY

**ATTEST:**



BY: Billie Jo Underwood  
Billie Jo Underwood /Date  
Chairman

Wayne Dyess  
Wayne Dyess /Date  
County Administrator

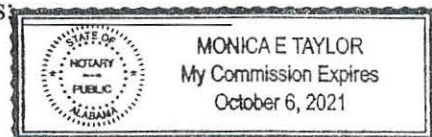
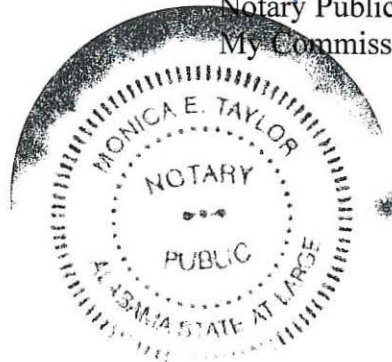
State of Alabama )  
County of Baldwin )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Billie Jo Underwood, as Chairman of the Baldwin County Commission, and Wayne Dyess, as County Administrator of the Baldwin County Commission, whose names 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 19th day of November 2019.

Monica E. Taylor  
Notary Public

My Commission Expires:



**TOWN:**  
THE TOWN OF SUMMERDALE

**ATTEST:**

BY: [Signature] 11/13/19  
David Wilson /Date  
Mayor

[Signature] 11/13/19  
Tiffany Roberts /Date  
Town Clerk

State of Alabama )  
County of Baldwin )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, David Wilson, whose name as Mayor of the Town of Summerdale, and Tiffany Roberts, whose name as Town Clerk of the Town of Summerdale, 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 Summerdale.

Given under my hand and official seal, this the 13 day of November, 2019.

[Signature]  
Notary Public  
My Commission Expires: 12/18/2021