

AGREEMENT

TRANSFER OF MAINTENANCE OF COUNTY ROAD 10 FROM THE CITY OF FOLEY CORPORATE LIMITS EAST TO SR 59

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 CR 10 from the City of Foley corporate limits east to SR 59; and

Whereas, County has authorized funding for certain resurfacing projects throughout Baldwin County, including a project to resurface a portion of CR 10 (hereinafter “Project”); and

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

Whereas, City agrees, upon completion of the Project, to accept maintenance of CR 10 from the City of Foley corporate limits heading east to the west right-of-way boundary of SR 59 (approximately 650 feet as shown in Exhibit A); and

Whereas, City has found and determined that taking over control of CR 10 from the City of Foley corporate limits heading east to the west right-of-way boundary of SR 59 is in the best interest of City; and

Whereas, County has found and determined that allowing City to take control of CR 10 from the City of Foley corporate limits heading east to the west right-of-way boundary of SR 59, 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 Project and successive 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, the County and City hereby agree as follows:

Section 1. That City shall take over and assume the sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for CR 10 from the City of Foley corporate limits to the west right-of-way boundary of SR 59 (approximately 650 feet) as shown in the attached Exhibit "A" effective upon completion of the Project.

Section 2. That County hereby agrees that it shall resurface (one time) that portion of CR 10 from the City of Foley corporate limits to the west right-of-way boundary of SR 59 with a minimum 1 and ½ inch overlay (the "Project") and that the City's obligations under Section 1 shall not commence until the completion of said Projects by County.

Section 3. 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 contains the entire agreement of the parties concerning CR 10 from the City of Foley corporate limits to the west right-of-way boundary of SR 59, 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

ATTEST:

BY: _____ /
T. Christopher Elliott /Date
Chairman

Ronald J. Cink / Date
County Administrator

CITY:
THE CITY OF FOLEY

ATTEST:

BY: _____ /
John Koniar / Date
Mayor

Kathryn Taylor / 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 T. CHRISTOPHER ELLIOTT, 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 ____ day of _____, 2017.

Notary Public
My Commission Expires: _____

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 Kathryn Taylor, 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 ____ day of _____, 2017.

Notary Public
My Commission Expires: _____

Exhibit A

