

INTERGOVERNMENTAL SERVICE AGREEMENT

This Intergovernmental Service Agreement ("Agreement") is entered into by and between the Baldwin County Commission (hereinafter "County") and the City of Fairhope, Alabama (hereinafter "City"), as follows:

RECITALS

Whereas, the County is the duly formed governing body in and for Baldwin County, Alabama, and the City is an incorporated municipality of the State of Alabama; and

Whereas, the County and the 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, the City has been approved by the Eastern Shore Metropolitan Planning Organization for federal funding for a sidewalk project along Parker Road from Main Street to US Highway 98 (the "Project"); and

Whereas, the County and the City acknowledge and agree the City maintains Parker Road beginning at Main Street and continues east to US Highway 98; and

Whereas, the County and the City acknowledge and agree that Parker Road, as identified and depicted on *Exhibit A* hereto, is situated inside current City maintained right-of-way located partially inside the present incorporated municipal limits of City which City is responsible for and over which City exercises control; and

Whereas, the City has requested that the County assist the City in its efforts to fund the local match for Design, Construction and Construction Engineering & Inspection (CE&I) costs for the sidewalk Project along Parker Road from Main Street to US Highway 98 ; and

Whereas, pursuant to the terms and conditions herein, the County agrees to commit funds up to one half of the local match for Design, Construction and (CE&I) to the City in return for the City accepting maintenance of the sidewalk Project located along Parker Road from Main Street to US Highway 98; provided, however, that under no circumstances shall the funds committed by the County exceed the amount of \$74,000; and

Whereas, the City shall be responsible for any overruns on the Project; and

Whereas, the City shall be responsible for managing all phases of the Project and the County shall only be responsible for the funds mentioned above; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, the County and the City 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 provide for a sidewalk on the above listed public road and right-of-way.
3. **City Remains Owner of Right-of-Way:** The City, at all times, including during the effective term of this Agreement and beyond, shall retain exclusive responsibility for and control over the road portions within the City limits as specifically identified and depicted on *Exhibit A* hereto. The County shall obtain no rights, responsibilities or control over the road portions as a result of this Agreement or the duties and/or obligations contained anywhere herein either during or following the effective term of this Agreement. Nothing contained herein shall be construed to require or result in the County assuming responsibility for any public streets inside the Fairhope City limits.
4. **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.
5. **Inapplicability to Roads Not Expressly Identified:** The parties acknowledge and agree that this Agreement does not address or affect, and that the parties do not intend by this Agreement to address or affect, the responsibility for or control of any road or road portion not expressly identified and depicted herein.
6. **Financing and Budgeting:** Each party 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 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 thirty-six (36) 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. Assist the City by providing funding up to the amount of \$74,000 for a sidewalk Project located along Parker Road from Main Street to US Highway 98.
 - B. Promptly remit payment within 30 days of the receipt of the invoice from the City.
10. **Services to be Performed by City:**
 - A. Comply with all necessary local, state and federal rules, regulations and laws applicable to the Project and this Agreement.
 - B. Design and construct the improvements in accordance with the Alabama Department of Transportation construction standards.

11. **Termination and Notice:** Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, upon written notice to the other party. A party's said notice shall be deemed effective, and the Agreement deemed terminated thirty (30) days after the date such notice is mailed by certified mail to the other party. In the event of termination by the City, the County shall not be responsible for the payment of any costs under this Agreement or otherwise associated with the Project. In the event of termination by the County, the County shall be responsible for all costs incurred through the date of the requisite termination notice. All notices provided for herein shall be sent as follows:

To County: Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

- Furthermore, to the fullest extent allowed by law, the City shall defend, indemnify and hold the County harmless from and against any and all demands, actions and claims of any description whatsoever, for property damage, personal injury (including death), breach of contract, actions in trespass and any and all other claimed losses, injuries or damages of any kind, including, without limitation, attorneys' fees and costs, arising out of, relating to, or resulting from, any and all acts or omissions in relation to the obligations hereunder, including without limitation, the execution and delivery of the Agreement, the City's obligations in this Agreement (including, without limitation, the acquisition of any real property interests related to the Project), and the conception, funding, financing, planning and design of this Agreement and the Project.

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Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County or the City or in any way diminish any immunity, absolute or qualified, to which the County and the City are otherwise entitled by law.

13. **Entire Agreement:** This Agreement represents the entire and integrated agreement between the County and the City 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 the County and the City 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 as of the date of full execution below.

COUNTY:
BALDWIN COUNTY

_____/_____
BILLIE JO UNDERWOOD / DATE
CHAIRMAN

ATTEST:

_____/_____
ROGER H. RENDLEMAN / DATE
COUNTY ADMINISTRATOR

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that BILLIE JO UNDERWOOD, and ROGER H RENDLEMAN, whose names as Chairman and County Administrator of the Baldwin County Commission, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they executed the same voluntarily with full authority to do so for and as an act of the Baldwin County Commission.

Given under my hand and official seal this the _____ day of _____, 2024.

Notary Public

My Commission Expires: _____



CITY:

THE CITY OF FAIRHOPE

MAYOR SHERRY SULLIVAN

Sherry Sullivan 7/9/2024
/Date

LISA A. HANKS, MMC
CITY CLERK

Lisa A. Hanks 7/9/2024
/Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Cynthia Denise Mingo, a Notary Public, in and for said County in said State, hereby certify that SHERRY SULLIVAN, and LISA A. HANKS, whose names as Mayor and City Clerk of CITY OF FAIRHOPE respectively, 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 this instrument, they executed the same voluntarily with full authority to do so for and as an act of the City of Fairhope, Alabama.

Given under my hand and official seal this the 9 day of July, 2024.

Cynthia Denise Mingo
Notary Public

My Commission Expires: July 24, 2027

