

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, 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 or rights-of-way inside their respective jurisdictions; and

Whereas, County and City acknowledge and agree that the County currently maintains Blueberry Lane from Gayfer Road Extension to the north approximately 1,330 feet as a twelve (12) foot wide single lane road, as identified and depicted on *Exhibit A* hereto; and

Whereas, the City has requested that Blueberry Lane from Gayfer Road Extension to the north approximately 1,330 feet be widened from a twelve (12) foot wide single lane road to an eighteen (18) foot wide two-lane paved road; and

Whereas, the City has requested that the County extend Blueberry Lane an additional 300 feet beyond the current end of County maintenance as an eighteen (18) foot wide two-lane paved road; and

Whereas, the County agrees to utilize County Forces to perform all work to widen and resurface Blueberry Lane from Gayfer Road Extension to the north approximately 1,630 feet to an eighteen (18) foot wide two-lane road, pursuant to the terms and conditions herein; and

Whereas, the County agrees to fund all labor and equipment costs to widen and resurface Blueberry Lane from Gayfer Road Extension to the north approximately 1,630 feet to an eighteen (18) foot wide two-lane paved road; and

Whereas, the City agrees to remit to the County any and all actual costs for materials to widen and resurface Blueberry Lane from Gayfer Road Extension to the north approximately 1,630 feet to an eighteen (18) foot wide two-lane paved road; and

Whereas, the County and City wish to enter into this Agreement to widen and resurface Blueberry Lane from Gayfer Road Extension to the north approximately 1,630 feet to an eighteen (18) foot wide two-lane paved road.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, County and 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 widen and resurface Blueberry Lane from Gayfer Road Extension to the north approximately 1,630 feet to an eighteen (18) foot wide two-lane paved road; and establish the City's responsibility for the maintenance of Blueberry Lane from Gayfer Road Extension to the north approximately 1,630 feet after the project is constructed.
3. **County Remains Owner of Right-of-Way until Completion of the Project:** The County, at all times including during the effective term of this Agreement, shall retain exclusive responsibility for and control over Blueberry Lane from Gayfer Road Extension to the north approximately 1,630 feet. The City shall obtain no rights, responsibilities or control over Blueberry Lane from Gayfer Road Extension to the north approximately 1,630 feet as a result of the duties and/or obligations contained anywhere herein during the effective term of this Agreement. Upon completion of the project by the County, and receipt of Quitclaim Deeds from the County to the City, exclusive responsibility for and control over Blueberry Lane from Gayfer Road Extension to the north approximately 1,630 feet will transfer from the County to the City.
4. **Maintenance:** Upon completion of the Project and receipt of said Quitclaim Deeds, the City shall retain exclusive maintenance responsibilities for Blueberry Lane from Gayfer Road Extension to the north approximately 1,630 feet.
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:** 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 the earlier of twenty-four (24) months from its effective date or completion of the Project and receipt of said Quitclaim Deeds. Provided, however, that the City's obligation to accept and retain exclusive responsibility for and control over Blueberry Lane from Gayfer Road Extension to the north approximately 1,630 feet shall survive and remain valid after the expiration of this Agreement.
9. **Services to be Performed by County**

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 limitations, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon the County, as a result of or in any manner related to the work or services performed by the County and City pursuant to this Agreement or in any way related to the work or services performed by the County or City pursuant to this Agreement, excluding those which arise from an alleged injury to a County employee. This indemnification provision shall survive the expiration or termination of this Agreement.

City 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 City as to, and has no obligation for the condition of, the improvements, work, property, product, funds and services of the County. City 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 City. City agrees that the County shall not be liable for any injury, loss or damage on account of any such defects or problems. City for itself and City 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, assurances, without limitation, contained within this Agreement 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 City 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 City related to any immunity, absolute or qualified, to which the County and City are otherwise entitled by law.

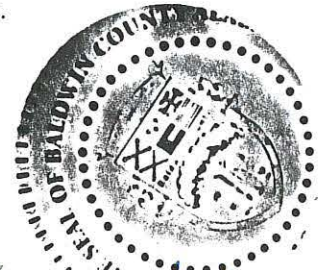
13. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
14. **Both Parties 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 County and 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.
18. **Amendment:** This Agreement 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.

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:



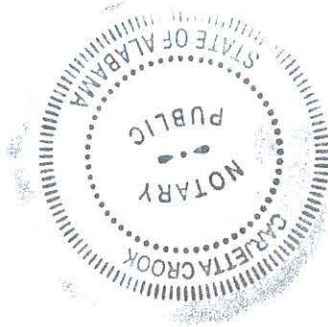
BY: [Signature] / 7/19/2022
James E. Ball /Date
Chairman

[Signature] / 7/19/2022
RONALD J. CINK / Date
Budget Director

State of Alabama)
County of Baldwin)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James E. Ball, as Chairman of the Baldwin County Commission, and Ronald J. Cink, as Budget Director 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 July, 2022.



Carjetta Crook

Notary Public My Commission Expires:
My Commission Expires July 14, 2025



CITY:
THE CITY OF FAIRHOPE

ATTEST:

BY: *Sherry Sullivan*
SHERRY SULLIVAN /Date
Mayor

Lisa A. Hanks / 7/12/2022
LISA A. HANKS /Date
City Clerk

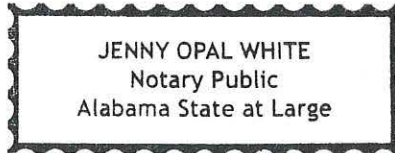
State of Alabama)
County of Baldwin)

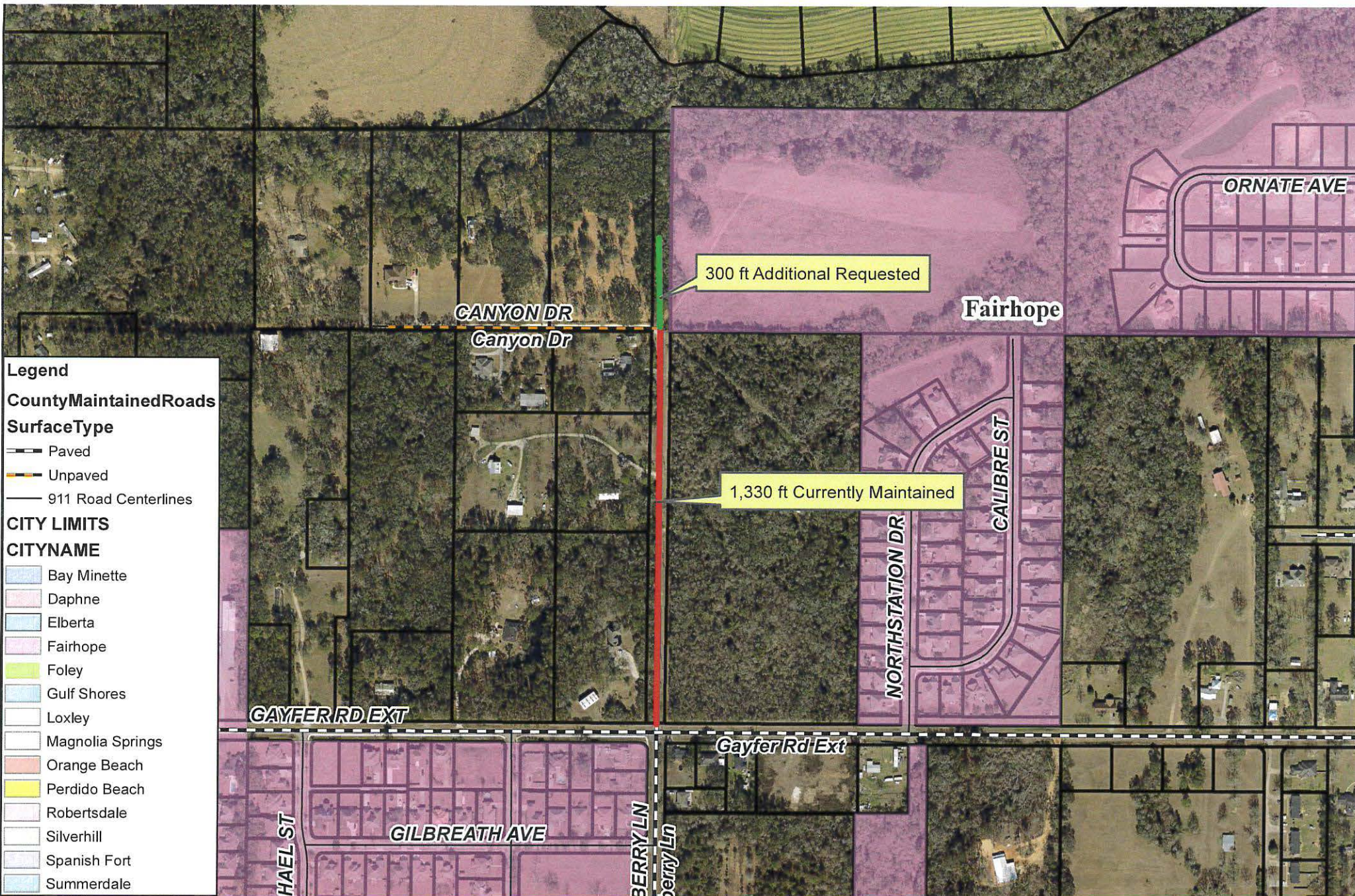
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, Sherry Sullivan, whose name as Mayor of the City of Fairhope, and Lisa A. Hanks, whose name as City Clerk of the City of Fairhope, are signed to the foregoing instrument and who are known to me, acknowledged 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 Fairhope.

Given under my hand and official seal, this the 12th day of July, 2022.

Jenny Opal White

Notary Public
My Commission Expires: _____ My Commission Expires
September 13, 2023





Legend

County Maintained Roads

Surface Type

- Paved
- Unpaved
- 911 Road Centerlines

CITY LIMITS

CITY NAME

- Bay Minette
- Daphne
- Elberta
- Fairhope
- Foley
- Gulf Shores
- Loxley
- Magnolia Springs
- Orange Beach
- Perdido Beach
- Robertsdale
- Silverhill
- Spanish Fort
- Summerdale

300 ft Additional Requested

1,330 ft Currently Maintained

Baldwin County Highway Department
Exhibit A - Blueberry Lane

