

STATE OF ALABAMA

BALDWIN COUNTY

INTERGOVERNMENTAL AGREEMENT

**Between The Water Authority and the Baldwin County Highway Department Regarding
Kings Landing Road Water Line Relocation**

This Intergovernmental Agreement ("Agreement") is entered into by and between **The East Central Baldwin County Water Authority** ("Authority") and the **Baldwin County Highway Department**, acting on behalf of Baldwin County Commission.

1. Purpose

The purpose of this Agreement is to define the responsibilities of each party regarding the relocation of an existing **6-inch water main** located along **Kings Landing Road in Seminole, Alabama**. This relocation is requested by the **Baldwin County Commission** to allow the County to utilize grant funding to pave the existing dirt roadway.

2. Scope of Work

Install approximately 5,000' of new C200 6" watermain for the purposes of relocating the existing main out from underneath the dirt road.

A. Responsibilities of The Water Authority

The Authority agrees to provide, at its sole expense, all materials necessary for the relocation of the water line, including but not limited to:

- Pipe
- Fittings
- Valves
- Appurtenances
- All related water line infrastructure necessary to maintain and continue water service to Kings Landing Road

The Authority shall also provide **one (1) qualified staff member** to oversee and participate in the installation of the relocated water line.

B. Responsibilities of Baldwin County

The County agrees to provide, at no cost to the Authority:

- **Minimum of Three (3) laborers**
- **One (1) equipment operator**
to assist the Authority's staff member during installation of the water line.

The County shall also provide all necessary heavy equipment to:

- Excavate the trench
- Backfill the trench
- Perform related earthwork required for installation of the water line

3. Construction Coordination

Both parties agree to coordinate scheduling, site access, and work activities to ensure the project is completed efficiently and with minimal disruption to residents and roadway users. The estimated start date of construction shall be April 1, 2026 with a expected completion date of May 1, 2026.

4. Hold Harmless and Indemnification

Each party agrees to **hold harmless and indemnify the other party**, its officers, employees, and agents, from and against any claims, damages, liabilities, or expenses arising out of its own acts or omissions in the performance of this Agreement, to the extent permitted by law.

5. No Financial Obligation Beyond Stated Terms

Nothing in this Agreement shall be construed as creating any financial obligation for either party beyond the specific responsibilities outlined herein.

6. Term

This Agreement shall become effective upon execution by both parties and shall remain in effect until the relocation of the water line is completed and accepted by both parties.

7. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Alabama.

8. Entire Agreement

This document constitutes the entire agreement between the parties regarding the subject matter herein and may only be amended by written agreement executed by both parties.

In WITNESSS WHEREOF, the parties hereto have affixed their hands and seals on this ____ day of _____, 2026.

Baldwin County Highway Department

By: _____
BALDWIN COUNTY HIGHWAY DEPARTMENT

Name: _____
Title: _____
Date: _____

East Central Baldwin County Water & Fire Protection Authority

By:  _____
Ryan Frolik, General Manager
22844 County Road 87
Robertsdale, AL 36567
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