

INTERGOVERNMENTAL SERVICE AGREEMENT

This Intergovernmental Service Agreement (“Agreement”) is entered into by and between the Baldwin County Commission (hereinafter “County”) and the Historic Blakeley Authority (hereinafter “Blakeley”), as follows:

RECITALS

Whereas, County is the duly formed governing body in and for Baldwin County, Alabama, and Blakeley State Park is the largest National Register Historic Site in the eastern half of the United States; and

Whereas, County and Blakeley are authorized under Alabama law to control, manage, supervise, regulate, repair, maintain and improve (hereinafter collectively “control”) certain roads inside their respective jurisdictions; and

Whereas, County and Blakeley wish to partner together to replace a cross-drain pipe prior to paving Battlefield Road within Historic Blakeley State Park (hereinafter collectively “Project”) as shown in Exhibit A; and

Whereas, County and Blakeley acknowledge and agree that the Project is situated inside Historic Blakeley State Park; and

Whereas, County and Blakeley currently have an agreement for paving Battlefield Road; and

Whereas, the Project has an estimated materials cost of \$125,000; and

Whereas, Blakeley agrees to reimburse material costs up to \$125,000 for the Project; and

Whereas, County agrees to donate labor and equipment for the Project; and

Whereas, County and Blakeley agree that the Project will not exceed \$125,000.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, County and Blakeley 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 services to replace cross-drain pipe on Battlefield Road that lies within Historic Blakeley State Park for costs up to \$125,000.

3. **Blakeley Remains Owner of Roadways:** Blakeley, 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 Project limits. 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 roadways inside Blakely State Park.
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 twelve (12) 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 Blakeley:**
 - A. Assist the County by providing access and staging areas as needed for the Project.
 - B. Restrict public use of areas impacted by the Project.
 - C. Provide reimbursement for materials.
10. **Services to be Performed by County (the Project):**
 - A. Comply with all necessary local, State and Federal rules, regulations and laws applicable to the Project and this Agreement.
 - B. Utilize County resources to implement the Project.
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 either party, the County shall be responsible for all costs incurred through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To Blakeley: Historic Blakeley State Park
 34745 State Hwy 225
 Spanish Fort, Alabama 36527

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

12. **Indemnity:** Blakeley accepts the improvement, work, property, product 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 Blakeley as to, and has no obligation for, the condition of the improvements, work, property, product and services of the County. Blakeley assumes the risk of any latent or patent defects or problems that are or may be contained in the improvements, work, property, product and services of the County. Blakeley agrees that the County shall not be liable for any injury, loss or damage on account of any defects or problems. Blakeley for itself and Blakeley Representatives waive and release the County from any claims for injury to persons or damage to the personal property by reason of the condition of the improvements, work, property, product and services of the County or otherwise.

Furthermore, to the fullest extent allowed by law, Blakeley shall defend, indemnify and hold 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 County's obligations in Section 10 of this Agreement, and the conception, funding, financing, planning and design of this Agreement and the Project.

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 for the Blakeley 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 Blakeley or in any way diminish any immunity, absolute or qualified, to which the County and Blakeley are otherwise entitled by law.

13. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and Blakeley 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 Blakeley 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

_____/_____
MATTHEW P. MCKENZIE / 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 MATTHEW P. MCKENZIE, 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: _____

BLAKELEY:
HISTORIC BLAKELEY AUTHORITY

_____/_____
MIKE BUNN, DIRECTOR /Date

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County in said State, hereby certify that MIKE BUNN, who is named as DIRECTOR of HISTORIC BLAKELEY AUTHORITY 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 HISTORIC BLAKELEY AUTHORITY.

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

Notary Public

My Commission Expires: _____