

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is entered into by and between the Baldwin County Commission, Baldwin County, Alabama (hereinafter "County") and the City of Daphne, 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, with the consent of the City Council of a municipality, the County may establish, construct, and maintain any road or street within the corporate limits of such municipality; and

Whereas, County and City acknowledge and agree that Corte Road, as identified and depicted on *Exhibit A* hereto, is situated inside the present incorporated municipal limits of Daphne, and is a road over which Daphne is responsible for and over which Daphne exercises control; and

Whereas, the City has requested that the County assist the City in its efforts to acquire right of way on Corte Road, a 1.04 mile long road located between County Road 13 and State Route 181.

Whereas, the County has in FY 2018 budgeted \$200,000.00 to assist the City in the Corte Road Right-of-Way Acquisition; and

Whereas, County and City now wish to apply the \$200,000.00 to costs incurred by the County in Corte Road Right-of-Way Acquisition, which costs are to be reimbursed by the City per agreement of the parties.

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. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is to provide financial assistance by the County to the City for Corte Road Right-of-Way Acquisition. The recitals set forth above are incorporated herein and are expressly made a part of this agreement.
2. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties ("Effective Date").
3. **Term:** The term of this Agreement shall be for two (2) 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.

4. **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 City shall be responsible for all costs incurred by the County through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To City: City of Daphne
P. O. Box 400
Daphne, Alabama 36526

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

5. **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, related to the County's contribution of \$200,000.00 for this project. This Agreement may be amended only by written instrument signed by the parties.
6. **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.
7. **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.
8. **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.
9. **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, ALABAMA

_____/_____
FRANK BURT, JR. / DATE
CHAIRMAN

ATTEST:

_____/_____
RONALD J. CINK / DATE
COUNTY ADMINISTRATOR

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that FRANK BURT, JR., and RONALD J. CINK, 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 _____, 2018.

Notary Public
My Commission Expires: _____

CITY:
CITY OF DAPHNE, ALABAMA

_____/_____
DANE HAYGOOD, MAYOR /DATE

ATTEST:

_____/_____
CANDACE ANTINARELLA, CITY CLERK /DATE

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County in said State, hereby certify that DANE HAYGOOD, and CANDACE ANTINARELLA, whose names as Mayor and City Clerk of CITY OF DAPHNE, ALABAMA, 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 Daphne, Alabama.

Given under my hand and official seal this the _____ day of _____, 2018.

Notary Public
My Commission Expires: _____