

AGREEMENT

TRANSFER OF OWNERSHIP, MAINTENANCE, AND RESPONSIBILITY FOR PORTIONS OF KIRKMAN LANE, KIRKMAN LANE NORTH, AND TAYLOR STREET IN THE CITY OF FAIRHOPE

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 City is an incorporated municipality of the State of Alabama; and

Whereas, the 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, the County and City acknowledge and agree that the County maintains Kirkman Lane from Marietta Drive to approximately 396 feet east of Marietta Drive (see Exhibit A); Kirkman Lane North from Kirkman Lane to approximately 201 feet north of Kirkman Lane (see Exhibit A); and Taylor Street from Main Street to End of Maintenance (see Exhibit B), are roads or road segments inside the corporate limits of the City of Fairhope and collectively described herein as “the Fairhope Roads”; and

Whereas, the County has authorized funding for certain resurfacing projects throughout Baldwin County, including a project to resurface the Fairhope Roads (hereinafter “Project”); and

Whereas, some or all of the Project lies within the corporate limits of the City; and

Whereas, the City agrees, upon completion of the Project, to accept maintenance of the Fairhope Roads (as shown in Exhibit A); and

Whereas, the City has found and determined that taking over control of the Fairhope Roads is in the best interest of City; and

Whereas, the County has found and determined that allowing the City to take control of the Fairhope Roads is in the best interest of the County; and

Whereas, the County and City now wish to enter into this Agreement to provide for their joint cooperation in the completion of the Project and successive transfer of maintenance responsibilities; and

Whereas, both the County and City have previously adopted Resolutions by their governing bodies assenting to this action and authorizing their respective officers to execute this Agreement; and

Whereas, the County and City are authorized to enter into this type of agreement pursuant to Code of Alabama, Section 11-49-80 and other state laws and constitutional amendments.

NOW, THEREFORE, in consideration of ten dollars (\$10.00), the mutual covenants and benefits achieved hereby, and other good and valuable consideration, the County and City hereby agree as follows:

Section 1. That the City shall take over and assume the sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for the Fairhope Roads as shown in the attached Exhibit "A" effective upon completion of the Project.

Section 2. That the County hereby agrees that it shall resurface (one time) that portion of the Fairhope Roads with a minimum 1 and ½ inch overlay (the "Project") and to thereafter transfer ownership of the corresponding right-of-way to the City. The City's obligations under Section 1 shall not commence until the completion of said Projects by County and the County has transferred ownership of the corresponding right-of-way.

Section 3. City shall indemnify, defend, and hold County and its Commissioners, affiliates, 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 limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever (excluding claims from injuries to Baldwin County employees), including claims for injunctive relief, condemnation or inverse condemnation, incurred by, asserted against, or imposed upon County, or as a result of any act or omission, by the City related to this Agreement. This indemnification shall survive the expiration or termination of this Agreement.

Section 4. That this Agreement contains the entire agreement of the parties concerning the Fairhope Roads, and there are no other agreements, representations, covenants, or commitments by either party relating to this subject matter other than those contained in this agreement.

In Witness Whereof, County and City, by and through their duly authorized officers, have set their hands and seals on the dates indicated below, and this Agreement is effective as of the date the last party signs below.

COUNTY:
BALDWIN COUNTY

ATTEST:

BY: _____ /
Charles F. (Skip) Gruber /Date
Chairman

Ronald J. Cink / Date
County Administrator

State of Alabama)
County of Baldwin)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CHARLES F. (SKIP) GRUBER, as Chairman of the Baldwin County Commission, and RONALD J. CINK, County Administrator of the Baldwin County Commission, 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 ____ day of _____, 2019.

Notary Public
My Commission Expires: _____

CITY:
THE CITY OF FAIRHOPE

ATTEST:

BY: _____ /
Karin Wilson / Date
Mayor

_____/_____
Lisa 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, KARIN WILSON, whose name as Mayor of the City of Fairhope, and LISA 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 ____ day of _____, 2019.

Notary Public
My Commission Expires: _____

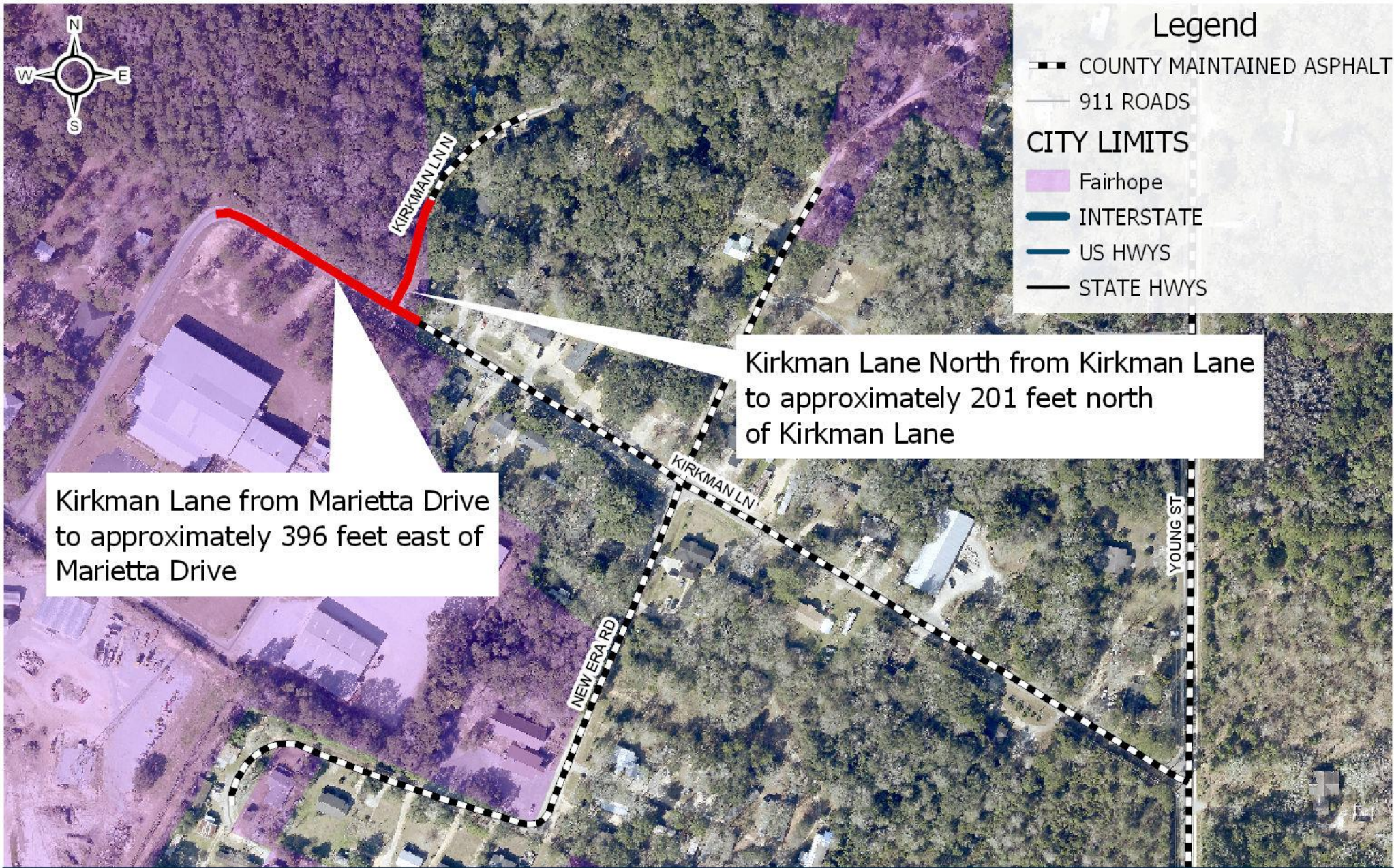


Exhibit A

Transfer of Maintenance Agreement

Baldwin County
Highway Department 2018



Path Z:\PRE-CONSTRUCTION\A - Pre-Construction Projects\01 - Resurfacing Projects\FY 2019 Resurfacing Plan\Group 2\A - Admin\3 - Contracts and Agreements\Kirkman Lane\Exhibit A.aprx

0 0.01 0.02 0.04 0.06 0.08 Miles

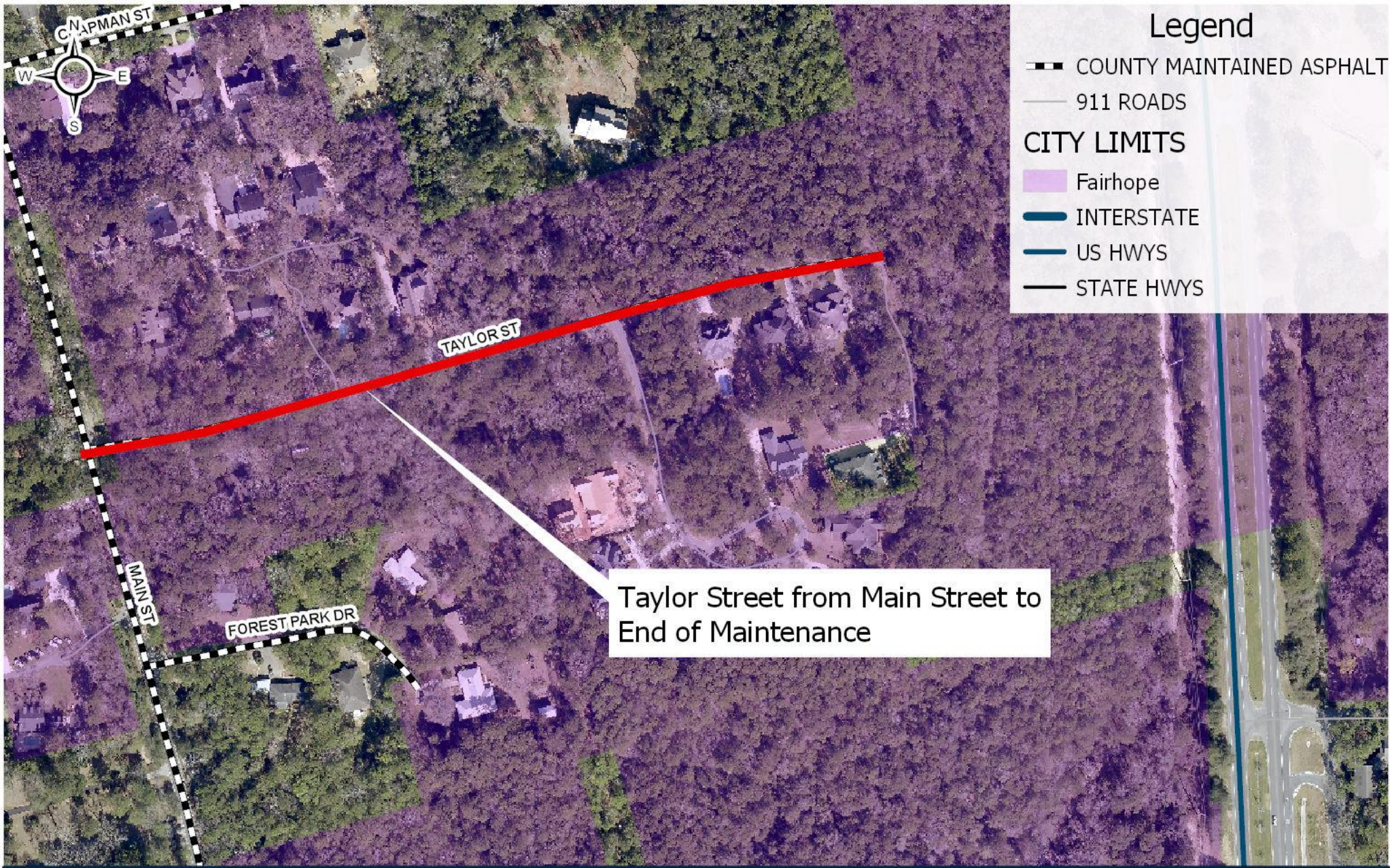


Exhibit B

Transfer of Maintenance Agreement

Baldwin County
Highway Department 2018

