

INTERDEPARTMENTAL AGREEMENT

BETWEEN

ALABAMA DEPARTMENT OF TRANSPORTATION

AND

**CITY OF GULF SHORES, ALABAMA
BALDWIN COUNTY**

**Project ST-002-000-010
Project Reference Number 100063205
Foley Beach Express Western Extension from
South of CR-8 to Mildred Casey Drive**

This Agreement is entered into on _____, 20__, by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as “ALDOT”, and the City of Gulf Shores, hereinafter referred to as “CITY”, for the purpose of reimbursing the CITY for environmental studies for the Foley Beach Express Western Extension in the City of Gulf Shores.

WHEREAS, CITY will administer the environmental engineering;

NOW THEREFORE, the parties hereto, for, and in consideration of the premises stated herein, do hereby mutually promise, stipulate, and agree as follows:

1. ALDOT shall reimburse CITY for the environmental engineering. The CITY shall use the funds only to pay the Consultant for the environmental engineering needed for the corridor.

2. The estimated cost and participation are as follows:

	Total Estimated Cost	Total State Funds
Environmental Engineering	\$250,000.00	\$250,000.00
Total	\$250,000.00	\$250,000.00

It is understood that the above is an estimate only. In the event the final cost exceeds the estimate, the cost will be borne by the STATE.

3. By entering into this Agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.

4. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

5. The effective date of this Agreement shall be the date first written above.

6. This Agreement shall remain effective until such time as the terms herein are satisfied and fulfilled.

7. It is agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or

Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision shall be deemed null and void.

In the event of any disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

8. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the City shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the City, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the City pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the City its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the City, its agents, servants, representatives or

employees, or anyone for whose acts the City may be liable.

9. The CITY will perform or have performed all work under this Agreement in accordance with the Laws of the State of Alabama and the Guidelines for Operation for *Procedures for Processing State and Industrial Access Funded County and City Projects*, dated February 14, 2001.

10. Exhibit N is attached hereto as a part hereof.

11. This Agreement shall be construed according to the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto cause the Agreement to be executed by those officers, and persons thereunto duty authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

RECOMMENDED FOR APPROVAL:

**CITY OF GULF SHORES,
ALABAMA**

Southwest Region Engineer
Vincent E. Calametti, P.E.

Mayor, Robert Craft

CITY CLERK

Chief Engineer
Don T. Arkle, P.E.

**THIS AGREEMENT HAS BEEN LEGALLY
REVIEWED AND APPROVED AS TO FORM
AND CONTENT:**

Jim R. Ippolito, Jr.
Chief Counsel

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this ____ day of _____, 20____.

GOVERNOR OF ALABAMA, ROBERT BENTLEY