

AGREEMENT

BETWEEN

STATE OF ALABAMA

AND

CITY OF FOLEY

This Agreement is entered into 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 Foley, hereinafter referred to as "CITY", for the purpose of funding the construction of Tanger Extension Avenue in the City of Foley.

WHEREAS, CITY will administer the engineering and construction of Tanger Extension Avenue;

WHEREAS, CITY will maintain the proposed construction of Tanger Extension Avenue;

WHEREAS, ALDOT is interested in and supports the construction of Tanger Extension Avenue;

WHEREAS, ALDOT desires to participate in funding of the proposed construction of Tanger Extension Avenue;

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

1. ALDOT shall provide CITY State Highway Funds in the maximum amount of \$250,000 for the construction. CITY shall use the funds only for the construction of Tanger Extension Avenue.

2. The CITY will invoice the ALDOT for cost of work performed as work progresses and the CITY will be reimbursed by ALDOT in the amount not to exceed funding limit of \$250,000.00

3. CITY shall provide to ALDOT verification of payment to contractor with request for reimbursement. Contractor invoices for reimbursement and canceled checks verifying CITY payment to contractor shall accompany reimbursement request from City to ALDOT.

4. It is agreed by the CITY and ALDOT that the traffic signal on SR 59 at Riviera will be removed once Tanger Extension Avenue is opened. The removal of the traffic signal will be the responsibility of ALDOT at no cost to the CITY.

5. With the exception of the work described in Section 4 of this Agreement, the CITY will be responsible at all times for all of the work performed under this Agreement, and the CITY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Agreement.

6. 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.

7. 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.

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

9. 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.

10. Nothing will be construed under the terms of this agreement by ALDOT or the CITY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th Law).

11. This agreement is subject to termination by ALDOT in the event that sufficient funds are not appropriated by the Legislature of Alabama for ALDOT to make the payments due pursuant to this agreement in subsequent fiscal years.

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

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

**ALABAMA DEPARTMENT OF
DEPARTMENT**

John R. Cooper
Director

George Conner, P.E.
Deputy Director - Operations

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

CITY OF FOLEY

John Koniar
Mayor

CITY CLERK

This Agreement has been legally reviewed and approved as to form and content.

Chief Counsel
Alabama Department of Transportation

The forgoing Agreement is hereby approved by the Governor of the State of Alabama this _____ day of _____ 20__.

GOVERNOR OF ALABAMA