

**MEMORANDUM OF AGREEMENT**

BETWEEN THE STATE OF ALABAMA AND

THE \_\_\_\_\_ (COUNTY COMMISSION, MUNICIPALITY)

REGARDING REMOVAL AND DISPOSAL OF DEBRIS

This Memorandum of Agreement is made and 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 \_\_\_\_\_ (County Commission, Municipality), hereinafter referred to as (COUNTY, CITY); and

WHEREAS, ALDOT has control of and responsibility for maintenance and upkeep of the right of way on state roads and US routes; and

WHEREAS, a natural disaster or event that requires the removal of storm debris from the right of way on state roads and US routes could occur at any time; and

WHEREAS, after a first pass by ALDOT to remove storm debris from the right of way on state roads and US routes there is storm debris from private property that has been placed on state right of way; and

WHEREAS, ALDOT finds it to be in its best interest to have a Memorandum of Agreement with the (COUNTY, CITY) to perform debris removal operations on right of way on state roads and US routes in which debris was placed thereon by owners of private property; and

NOW, THEREFORE, the parties hereto agree as follows:

1. ALDOT authorizes the (COUNTY, CITY), its agent or its contractor to enter upon the state right of way at its discretion in order to arrange, order, gather, or otherwise marshal debris caused by or related to the debris resulting from an event or disaster and remove and dispose of the debris placed thereon by owners of private property.
2. This Agreement shall commence when executed by both parties and shall continue until terminated as provided herein, amended, or replaced with a new agreement. Except for as provided herein, this Agreement may be terminated with or without cause by either party upon ninety (90) days written notice. During a declared local, state, or federal state of emergency neither party shall be allowed to terminate this Agreement until the declared state of emergency has expired. If the (COUNTY, CITY) has authorized a contractor to remove debris in response to a disaster, the

terms of this Agreement shall survive the termination of Agreement for those areas which have been responded to prior to the termination until final payment and reimbursement is made for such debris removal.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date indicated below, and, each of the undersigned personally represent and warrant that they have the full right, power and authority to execute this Agreement on behalf of the respective parties.

**ATTEST:**

ALABAMA \_\_\_\_\_ (COUNTY, CITY),

\_\_\_\_\_  
As Clerk (Signature)

\_\_\_\_\_  
As Chairman (Signature)

\_\_\_\_\_  
Type Name of Clerk

\_\_\_\_\_  
Type Name of Chairman

Date: \_\_\_\_\_, 2014

Date: \_\_\_\_\_, 2014

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jim R. Ippolito, Jr.  
Chief Counsel  
Alabama Department of Transportation

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
John E. Lorentson, Deputy Director - Operations  
Alabama Department of Transportation

**APPROVED:**

\_\_\_\_\_  
John R. Cooper, Director  
Alabama Department of Transportation

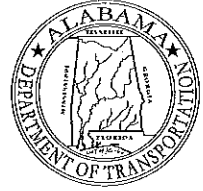
Date: \_\_\_\_\_, 2014



Robert Bentley  
GOVERNOR

## ALABAMA DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION  
OFFICE OF REGION ENGINEER  
1701 I-65 WEST SERVICE ROAD NORTH  
MOBILE, ALABAMA 36618-1109  
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John R. Cooper  
TRANSPORTATION DIRECTOR

July 15, 2014

The Honorable John E. Koniar  
Mayor of Foley  
PO Box 1750  
Foley, AL 36535

Dear Mayor Koniar:

Re: MOA for Removal and Disposal of Storm Debris

Attached, please find a Memorandum of Agreement (MOA) detailing the responsibilities of the Alabama Department of Transportation and the City regarding the removal and disposal of storm debris from ALDOT maintained rights-of-way/roadways.

ALDOT is responsible for the first pass to remove the debris placed on the rights-of-way by storm events. After ALDOT completes the first pass, it will be the City's responsibility to remove any debris placed on the right-of-way. Please have the attached MOA executed and returned to this office by September 1, 2014. Should you have any questions, please contact Mr. Tommy Goodman, Maintenance Engineer, at (251) 450-2630.

Sincerely,

Vincent E. Calametti, P.E.  
Region Engineer

VEC/TWG/bja

Attachment

c: File