



Robert Bentley
GOVERNOR

ALABAMA DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION
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John R. Cooper
TRANSPORTATION DIRECTOR

October 5, 2015

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 revised 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. The previous MOAs were reviewed by ALDOT's Legal Bureau and it was determined that additional language should be added; therefore, please destroy the previously signed MOA and have the attached new one executed and returned to this office by December 1, 2015.

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. Should you have any questions, please contact Mr. Don Powell, P.E., Operations Engineer, at (251) 470-8230.

Sincerely,

Vincent E. Calametti, P.E.
Region Engineer

VEC/DP/bja
Attachment
c: File

MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF ALABAMA AND
THE _____ (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 _____ (Municipality), hereinafter referred to as 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 significant disaster event which the President of the United States declares a state of emergency and/or a disaster (EVENT) that authorizes the removal of any disaster generated 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 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 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 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.

3. 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.
4. 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.

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

_____ (CITY),

As Clerk (Signature)

As Chairman (Signature)

Type Name of Clerk

Type Name of Chairman

Date: _____

Date: _____

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: _____