

INDEMNITY AND HOLD HARMLESS AGREEMENT

This Indemnity and Hold Harmless Agreement (“Indemnity Agreement”) is entered into by and between the City of Gulf Shores, Alabama, a municipal corporation under the laws of the State of Alabama (“City”), and Baldwin County, Alabama, a political subdivision of the State of Alabama (“County”).

WHEREAS, the City has requested the approval for the construction of a median crossover and intersection improvements at the intersection of County Road 8 and the Foley Beach Express as part of a City of Gulf Shores’ development initiative related to the construction of a school and other related projects on County Road 8 (sometimes referred to herein as the “County Road 8 Project”); and

WHEREAS, the City has and does by this Agreement hereby represent to the County and the Baldwin County Bridge Company, LLC, an Alabama limited liability company (“BCBC”), that the proposed improvements contemplated by the County Road 8 Project would be needed regardless of any future projects which may be contemplated by the Alabama Department of Transportation, including any other planned bridge projects across the Intracoastal Waterway; and

WHEREAS, the City has and does hereby also represent to the County and BCBC that the intended purpose of the County Road 8 Project is not related to the new bridge that the Alabama Department of Transportation is planning to construct over the Intracoastal Waterway approximately 1.1 miles to the West of the existing BCBC bridge and that the County Road 8 Project is not designed or intended to divert traffic away from the existing BCBC bridge to the planned ALDOT bridge referenced herein; and

WHEREAS, based on the request and representations made by the City, the County has agreed to enter into that certain First Amendment to the “Foley-Beach Express” Agreement in order to allow the construction of the proposed County Road 8 Project; and

WHEREAS, the City has agreed to indemnify and hold harmless the County from any and all claims, demands, losses, actions or causes of action related to the County’s participation in the First Amendment to the “Foley-Beach Express” Agreement and the construction and use of the County Road 8 Project.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Indemnity and Hold Harmless Agreement, the City and County hereby agree as follows:

1. The recitals and representations made by the City set forth above are hereby incorporated as part of this Agreement.

2. Based on the request and representations made by the City to the County and BCBC, the County will agree to execute the First Amendment to the “Foley-Beach Express” Agreement, a copy of which is attached hereto as Exhibit A.

3. To the fullest extent allowed by law, the City shall indemnify and hold the County and its commissioners, officers, directors, employees and representatives (collectively herein, "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), property damage or any other damage or injury of any kind or nature whatsoever, incurred by, asserted against, or imposed upon the County, arising from or related to the acts, errors or omission of the City or County arising from or related to the representations made by the City to the County and BCBC referenced above, the execution of and participation in the First Amendment to the "Foley-Beach Express" Agreement attached hereto as Exhibit A and the construction and use of the County Road 8 Project.

4. Each party agrees that said party will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to execution, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Amendment.

5. In the event that any of the provisions, or portions thereof, of this Agreement shall be held void or unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

6. This Agreement may be executed in one or more counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one (1) such counterpart in proving this Agreement.

SIGNATURE PAGES TO FOLLOW

BALDWIN COUNTY COMMISSION

By: _____
CHARLES F. GRUBER
Its Chairman

Attest:

RONALD J. CINK
Budget Director

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County in said state, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the Baldwin County Commission, and RONALD J. CINK, whose name as Budget Director, 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 instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said County Commission.

Given under my hand and seal this ____ day of _____, 2019.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____

CITY OF GULF SHORES, ALABAMA

By:

Robert Craft
ROBERT CRAFT

Its Mayor

Attest:

Wanda Parris

WANDA PARRIS

City Clerk

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Tobi Waters, a Notary Public, in and for said County in said state, hereby certify that ROBERT CRAFT, whose name as Mayor of the City of Gulf Shores, Alabama, and WANDA PARRIS, whose name as City Clerk, 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 instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City.

Given under my hand and seal this 13 day of March, 2019.

Tobi Waters

Notary Public, Baldwin County, Alabama

My Commission Expires: _____

TOBI WATERS
Notary Public, Alabama State At Large
My Commission Expires Aug. 16, 2020