

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Nov 5, 2015

Action Requested By: Planning

Agenda Type: Resolution

Subject Matter:

Agreement concerning the transportation planning process for the Huntsville Urbanized Area

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement concerning the transportation planning process for the Huntsville Urbanized Area

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

This agreement details the designated members of the Metropolitan Planning Organization (MPO) and the responsibilities of the MPO in regard to the transportation planning process for the Huntsville Urbanized Area (which includes the municipalities of Huntsville, Madison, Owens Cross Roads and Triana).

Associated Cost: _____

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head:  _____

Date: 27 Oct 15

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Planning**

Council Meeting Date: **11/5/2015**

Department Contact: **Kimberly Gosa**

Phone # **ext. 5115**

Contract or Agreement: **Agreement**

Document Name: **Agreement Concerning the Transportation Planning Process for the Hsv Urbanized A...**

City Obligation Amount: **N/A**

Total Project Budget: **N/A**

Uncommitted Account Balance: **N/A**

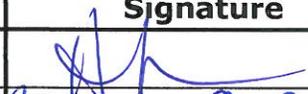
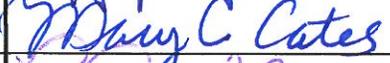
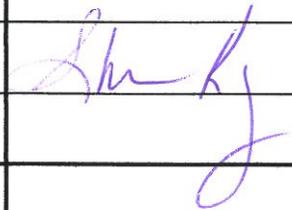
Account Number: **N/A**

Procurement Agreements

<u>Select...</u>	<u>Select...</u>
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Grant-Funded Agreements

<u>Select...</u>	Grant Name:
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Department	Signature	Date
1) Originating		27 Oct 15
2) Legal		28 Oct 15
3) Finance		10/30/15
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		11/3/15
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 15-_____

BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement with the State of Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "An Agreement Concerning a Transportation Planning Process for the Huntsville Urbanized Area Between the County of Madison and the Municipalities of Huntsville, Triana, Madison, and Owens Cross Roads, The Top of Alabama Regional Council of Governments, and the State of Alabama consisting of eleven(11) pages plus one(1) title page, and the date of November 5, 2015, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 5th day of November, 2015

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 5th day of November, 2015

Mayor of the City of Huntsville,
Alabama

K-15-1548

**AN AGREEMENT CONCERNING A
TRANSPORTATION PLANNING PROCESS
FOR THE HUNTSVILLE URBANIZED AREA**

BETWEEN

THE COUNTY OF MADISON

AND THE

**MUNICIPALITIES OF HUNTSVILLE, TRIANA, MADISON,
AND OWENS CROSSROADS,**

THE

TOP OF ALABAMA REGIONAL COUNCIL OF GOVERNMENTS,

AND THE

STATE OF ALABAMA

Sec. 1-1

An Agreement concerning a Metropolitan Transportation Planning Process for the Huntsville Urbanized Area between the County of Madison,

hereinafter referred to as COUNTY;

the municipalities of Huntsville, Madison, Triana, and Owens Crossroads,

hereinafter referred to as CITIES and TOWNS;

the Top of Alabama Regional Council of Governments,

hereinafter referred to as TARCOG; and

the State of Alabama (acting by and through the Alabama Department of Transportation),

hereinafter referred to as STATE.

Sec. 1-2

- (a) WHEREAS, Section 134 of Title 23 of the United States Code and Chapter 53 Title 49 of the United States Code requires that each urbanized area, as a condition of the receipt of Federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and
- (b) WHEREAS, the Federal Transit Administration and Federal Highway Administration have issued on July 6, 2012, new regulations concerning the metropolitan transportation planning process.

PRESIDENT OR PRESIDENT
PRO TEM OF THE CITY COUNCIL
OF HUNTSVILLE, ALABAMA

DATE

Sec. 1-3

NOW, THEREFORE, it is hereby agreed as follows:

- (a) The parties to this Agreement resolve to support a continuing process for the Huntsville Urbanized Area, hereinafter referred to as the "3C PROCESS;" and
- (b) FURTHERMORE, it is understood by the parties to this Agreement that an unwillingness to participate in the "3C PROCESS" may result in the Secretary of Transportation refusing to approve Federal Aid funds for surface transportation within the Huntsville Urbanized Area.
- (c) IT IS agreed and further understood by the parties of this Agreement that by execution of this Agreement upon and on behalf of the STATE, the Governor designates the following as the Metropolitan Planning Organization (MPO) for the Huntsville Urbanized Area:
 - (1) The Mayor of each of the municipalities within the transportation planning study area. These municipalities are:
 - City of Huntsville
 - Town of Triana
 - City of Madison
 - Town of Owens Crossroads
 - (2) One member of the Huntsville City Council, to be selected by the City Council
 - (3) The Chairman, Madison County Commission
 - (4) North Region Engineer, State of Alabama Department of Transportation
 - (5) Transportation Planning Engineer, State of Alabama Department of Transportation (non-voting)
 - (6) Division Administrator, Federal Highway Administration (non-voting)

- (7) Executive Director, Top of Alabama Regional Council of Governments (non-voting)
- (d) IT IS agreed that any change in the voting membership of the MPO will be at the request of the MPO and with written approval of the Director of the Alabama Department of Transportation. Written approval of the Director of the Alabama Department of Transportation constitutes designation of MPO membership by the Governor of Alabama as required under Federal regulations when this Agreement is signed by the Governor. The MPO may add non-voting members to the MPO, as it deems appropriate.
- (e) IT IS agreed that overall direction of the "3C PROCESS" will be a function of the MPO as identified herein.

Sec. 1-4

- (a) The responsibilities of the MPO will be as follows:
 - (1) Organize and elect a Chairman, Vice-Chairman and establish its rules of procedure and by-laws.
 - (2) Appoint members to the Transportation Technical and Citizens Advisory Committees.
 - (3) Take official action on Transportation Technical and Citizens Advisory Committees' recommendations and other matters pertaining to furthering the planning process.
 - (4) Set the transportation study area and Federal Aid urban area boundaries.
 - (5) Adopt transportation goals and objectives to guide the Huntsville Urbanized Area metropolitan planning process.
 - (6) Endorse the Unified Planning Work Program (UPWP) which documents the transportation-related planning activities to be performed with planning assistance

provided under FTA and FHWA Planning funds for Moving Ahead for Progress in the 21st Century Act (MAP-21) and other funding sources.

- (7) Review and endorse the Transportation Plan to confirm its validity and its consistency with current transportation and land use conditions as required by the State and Federal regulations.
 - (8) Adopt a Transportation Improvement Program (TIP) that is updated as required by the State and Federal regulations.
 - (9) Adopt and submit plans and recommendations to participating agencies and local governments.
- (b) IT IS further agreed that representatives of the Transportation Technical Advisory Committee, to be appointed by the MPO, will have the following responsibilities:
- (1) Make recommendations to the MPO regarding the documents and materials necessary for the MPO endorsements.
 - (2) Make recommendations to the MPO regarding the elements of the metropolitan planning process necessary to meet the requirement for certification.
- (c) IT IS further agreed that representatives of the Transportation Citizens' Advisory Committee, to be appointed by the MPO, will have the following responsibilities:
- (1) Make recommendations to the MPO regarding the documents and materials necessary for the MPO endorsements.
 - (2) Make recommendations to the MPO regarding the elements of the metropolitan planning process necessary to meet the requirements for certification.

Sec. 1-5

- (a) IT IS further agreed that the City of Huntsville accepts and has the responsibility for the coordination of the "3C PROCESS" and further has the responsibility to provide the local coordination for all of the member governmental units and agencies as needed to achieve a comprehensive metropolitan planning program.
- (b) IT IS further agreed that the City of Huntsville accepts the designation as the recipient of metropolitan planning funds as provided in 23 U.S.C. 104 (f) and 49 U.S.C. Chapter 53.
- (c) IT IS further agreed that the City of Huntsville will have the following duties and responsibilities:
 - (1) Administration of the study process by the execution of necessary contracts and the provision of financial support necessary for the implementation of the UPWP.
 - (2) Arrange meetings, set agenda, and serve as Secretary for the MPO, Transportation Citizens' Advisory Committee, and Transportation Technical Advisory Committee.
 - (3) Coordinate the development of the documents and material necessary for the MPO endorsements.
 - (4) Conduct the elements of the metropolitan planning process necessary to meet the requirements for certification.
 - (5) Coordinate the implementation of the planning tasks outlined in the UPWP.

Sec 1-6

- (a) IT IS further agreed that the STATE will have the following responsibilities:
 - (1) Dissemination of information and provision of planning assistance regarding metropolitan planning guidelines.

- (2) Modeling assistance and necessary technical assistance related to the metropolitan planning guidelines.

Sec. 1-7

- (a) IT IS recognized by the parties to this agreement that the TARCOG performs the functions required by the Office of Management and Budget Circular 2 CFR Chapter I, Chapter II, Part 200, et al. (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award).
- (b) IT IS envisioned that the membership of the MPO as set by this Agreement, and the Board of Directors of the TARCOG will continually overlap to ensure coordination of the "3C PROCESS" and regional plans.
- (c) IT IS further envisioned that the Executive Director of the TARCOG, as a member of the MPO, will review proposed programs and projects of the "3C PROCESS" and comment on their relationship to regional planning.
- (d) IT IS agreed that the base data, statistics, and projections developed by the TARCOG for regional comprehensive planning will be available to the City of Huntsville for determining socio-economic and land use data within the Huntsville metropolitan study area.

Sec. 1-8

- (a) IT IS agreed that the Agreement executed between the County of Madison, the municipalities of Huntsville, Madison, Triana, and Owens Crossroads, the TARCOG, and the State of Alabama Transportation Department dated the 20th day of February, 2009, is hereby made null and void.
- (b) IT IS agreed that this Agreement may be terminated by any party which provides the remaining parties written notice sixty (60) days in advance of the termination date. Such

notice will be provided by registered mail and the termination date will be determined as that date sixty (60) days from date of delivery.

(c) IT IS further agreed that this Agreement will remain in full force and effect upon succeeding State Administrations providing a succeeding State Administration does not advise the COUNTY, the CITIES, the TOWNS, and the TARCOG, by letter within thirty (30) days after assuming office that this Agreement has been discontinued.

(d) The COUNTY shall be responsible at all times for the maintenance and work it performs under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall protect, defend, indemnify and hold harmless the State of Alabama, the Department of Transportation, its officials, officers, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in their official 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, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its agents, servants, representatives, employees or assigns.

(e) Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITIES and TOWNS 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 attorney's fees arising out of, connected with, resulting from or related to the work performed by the CITIES and TOWNS, or their officers, employees, contracts, agents or assigns, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITIES and TOWNS 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 attorney's fees, caused by the negligent, careless or unskillful acts of the CITIES and TOWNS, their agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITIES and TOWNS, their agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

- (f) TARCOG will be responsible at all times for the work it performs under this Agreement and especially TARCOG will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, employees, in both their official and individual capacities, and agents of each, from and against any and all claims action, damages, loss, liabilities, including attorney's fees and expenses whatsoever or any amount paid in compromise thereof arising out of or in connection with its performance of work under this Agreement and this Project and from and against these at any time arising out of or in connection with the performed work and Project.
- (g) By entering into this Agreement, the COUNTY, CITIES, TOWNS, and the TARCOG are not agents of the STATE, its officers, employees, agents or assigns. The COUNTY,

CITIES, TOWNS, and the TARCOG are independent entities from the STATE and nothing in this Agreement creates an agency relationship between the parties.

- (h) Nothing shall be construed under the terms of this agreement by the COUNTY, CITIES, TOWNS, TARCOG, or the STATE that will cause any conflict with Title 23, Section 15 (1) of the Laws of the State of Alabama (7/24th Law).
- (i) Notwithstanding any provision of this Agreement to the contrary, the parties will ensure that all accident and traffic data used for safety enhancement are kept confidential under 23 U.S.C. § 409 and not disclosed to third parties without the express written permission of ALDOT. The data shall not be referenced, disclosed, discussed or otherwise made public. The provision of this data shall not be considered as a waiver of the provision of 23 U.S.C. § 409. Upon execution of this Agreement, the parties and their agents, servants, officers, officials and employees in both their official and individual capacities, agree that the data provided pursuant to the above-referenced request shall not be discussed, disclosed, used, published or released without prior written consent of ALDOT. Furthermore, if the data should be released or published with the consent of ALDOT or should an attempt be made to use the data in an action for damages against the parties, their officials or employees, then access to the data shall terminate immediately. ALDOT expressly reserves its rights under 23 U.S.C. § 409 to object to the use of the data and any opinions drawn from the data and to recover damages caused by the improper and unauthorized release of the data.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those persons duly authorized to execute same, to be effective upon its execution by the Governor of Alabama.

ATTEST:

COUNTY OF MADISON

Clerk

Chairman

ATTEST:

CITY OF HUNTSVILLE

Clerk

Mayor

ATTEST:

TOWN OF TRIANA

Clerk

Mayor

ATTEST:

TOWN OF OWENS CROSSROADS

Clerk

Mayor

ATTEST:

CITY OF MADISON

Clerk

Mayor

ATTEST:

NORTH REGION

Secretary

Region Engineer

ATTEST:

TOP OF ALABAMA REGIONAL
COUNCIL OF GOVERNMENTS

Executive Director

Chairman

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

BY: Jim Ippolito Jr.
Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Multimodal Transportation Engineer,
Robert J. Jilla

Chief Engineer, Ronald L. Baldwin, P. E.

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

Transportation Director, John R. Cooper

The foregoing agreement is hereby executed in the name of the State of Alabama and
signed by the Governor on this _____ day of _____, 20 _____.

GOVERNOR OF ALABAMA, ROBERT BENTLEY